

## Terms and Conditions for RFQ and Conditions of Purchase Order— Suppliers

### Definitions

**Supplier** – the entity that provides goods and/or services to Appselec.

**Sub-contractor** – The company who is to carry out construction work or supply related goods and services for **Appselec** under a construction contract.

**Sub-sub-contractor** – A contractor engaged by the **sub-contractor** to complete works obligated under the purchase order arrangement.

**Appselec – Appselec Pty. Ltd.**

**Sub-contract** – The contract entered into by **Appselec** and the **sub-contractor** in line with the works outlined in the contract purchase order and the following terms and conditions.

**Head-contractor** – The builder/owner-occupier who is to carry out construction work or supply related goods and services for the **principal** under a construction contract.

**Head-contract** – The contract between **Appselec** and the **head-contractor**.

**Principal** - The person conducting the business or undertaking that commissions the building and construction work, i.e. the developer and their representatives.

**Practical Completion (PC)** – Contractual date of Practical Completion as determined and advised by the **head-contractor**.

1. Appselec Terms and Conditions shall apply to all suppliers who sell products to Appselec.

2. Where the supplier has issued terms and conditions for any particular works, the Appselec Conditions of Purchase Order shall take precedence.

3. Payment will be made to the supplier generally 45 to 60 days from the end of the month the invoice is received by Appselec, depending upon the specific terms and conditions agreed upon with a given supplier.

4. Appselec will issue a purchase order for the materials for the agreed upon value. All quantities, whether quoted for, or stipulated on the Appselec purchase order, are to be treated as provisional, and may be altered by Appselec to suit Appselec requirements for a particular project.

5. The supplier shall guarantee the materials it sells to Appselec for a period of 12 months or as specified for the project, from the date of practical completion for a particular project. The supplier shall also bear all costs to replace any defective materials supplied to Appselec.

6. All quoted items are to be fixed for the duration of the project and not subject to escalation or currency fluctuation. They are also to include any freight costs for delivery to site.

7. Appselec will pay no up-front deposits or payment-in-full for product unless specifically agreed upon between the parties, prior to receiving the quotation.

8. The supplier acknowledges that it is extremely difficult for Appselec to manage the delivery schedule for any materials delivered to site. Therefore the supplier shall work with both Appselec office and site management in meeting the project's requirements as to when these materials are delivered. Appselec will have the final say on the timing of any deliveries to site and these are not to be subjected to any additional costs.

9. Deletions and Returns: In relation to custom made products or speciality orders, deletion rates of unit supply are to be disclosed prior to order agreements and adhered to for the project duration. For clarity, this does not apply to blanket order amendments; only materials confirmed for production during the construction procurement.

10. Timing of Supply: Any items with more than 6 weeks procurement time are to be detailed specifically in the supplier quotation. It is the responsibility of the supplier to understand the project timing requirements. Any reasons not previously disclosed to Appselec that delay programme or project completion will be dealt

with by immediate cancellation of the order and nil cost to Appselec. The responsibility for timing disclosure and commitment is that of the supplier.

11. Exclusions and Amendments: Where future options or amendments are referenced in documentation such as colours by architect or any optional extras, these costs are to be displayed separately by estimated cost with your supply quotation for the standard product. If there is any discrepancy in the documentation or scope is unclear it is the responsibility of the supplier to raise this at the tender stage as a sub note to the quotation.

12. Greenstar/WELLS/NABERS/etc Compliances: Where products have been nominated by a consultant during an ABGR/NABERS design, it is the responsibility of the supplier to confirm all ABGR compliances within the price of supply. Official letters and confirmations of products and compliances will be requested as part of the documentation process of the project. The supplier's quote for the project will be deemed to have allowed for this documentation to Appselec, final payments will not be released until all data and compliances are received.

13. Operation and Maintenance Manuals and Product Data: In addition to initial data and sample submissions, the supplier shall submit all material supplies with required data sheets and operation and manual data to the Appselec Technical Department prior to final payment releases for the project order. It is the responsibility of the supplier to ensure these commitments are fulfilled with the final supply to ensure all payments are released as agreed.

14. Samples: Samples submissions for approval will remain the responsibility of the supplier and will not form any additional cost of quantity in relation to the project order unless otherwise agreed with Appselec. Appselec will not fund sample submissions. Pick up of samples at the completion of the project remains the responsibility of the supplier.

15. Delivery: Each and every delivery to Appselec MUST be accompanied with 2x hardcopy delivery notes containing the supplier details, purchase order reference and description and quantity of every component that is being delivered. Deliveries MUST be made to Appselec Personnel ONLY, i.e. packages are not to be left with staff from another company or "left at a safe location".

16. It is the supplier's responsibility to capture on the delivery note the following details of the appselec personnel - Full Name, Signature and Appselec Employee Number. A copy must be retained by Appselec and another for the supplier which is to be issued with the following invoice. Appselec will not make payment for deliveries that do not have this proof of Appselec receipt.