



## 1. General

- a) These terms apply to all purchase orders (Orders) for goods and or services (goods/services) placed by State Records Authority of New South Wales (State Records) to a supplier (Supplier) and are in addition to any terms and/or conditions specified in an individual Order.
- b) Where an Order is issued under the terms of a contract between State Records and the Supplier (supplier contract) in the event of any inconsistency between an Order and a contract between State Records and a Supplier, the supplier contract will prevail to the extent of the inconsistency.
- c) No other terms or conditions or any variations apply to an Order by State Records unless State Records has agreed in writing to them.

## 2. The agreement

- a) Supply of goods/services pursuant to an Order shall constitute acceptance of the terms of this agreement.
- b) The Supplier may not transfer this agreement without the prior written consent of State Records.
- c) The laws of New South Wales govern this agreement.

## 3. Waiver

A waiver of a breach of a term of this agreement shall not be taken to be a waiver in respect of any other breach. The failure of either party to enforce a term of this agreement will not be interpreted as a waiver of that term.

## 4. Price

All prices quoted in an Order are fixed and inclusive of all taxes, including Goods and Services Tax payable under A New tax System (Goods and Services Tax) Act 1999 (GST), insurance, freight and delivery costs including costs associated with the return of goods wrongly supplied or defective goods.

## 5. Warranties

- a) In relation to goods supplied under this agreement, the Supplier warrants that at the time ownership of the goods passes to State Records, they will be free from any charge or liability, the goods comply with all applicable standards, are free from defects and fit for purpose and conform to the description of the goods purchased.
- b) Where the goods have been procured from third parties, the Supplier agrees to do all things to assign to State Records the benefits of any warranties given by the third parties in addition to warranties offered by the Supplier under this agreement.
- c) In relation to services supplied under this agreement, the Supplier warrants that the services do not infringe the intellectual property rights of any third party and agrees to indemnify State Records in the event that any third party makes a claim on State Records in relation to any infringement of intellectual property rights by the Supplier; the Supplier and all personnel engaged to supply the services are appropriately qualified, competent and experienced and hold all necessary licenses, permits and authorities.

## 6. Delivery

- a) Title to the goods/services vests in State Records upon acceptance and acceptance of the goods/services by State Records is subject to satisfactory inspection on delivery. The Supplier assumes all risk in the goods/services until State Records accepts them.
- b) The Supplier must supply the goods/services on the date, time and place specified by State Records and time is of the essence.
- c) The Supplier must ensure that all invoices, packing slips and other documents have an Order number, description and quantity of the goods, the name of the State Records representative. The goods must be packed for safe delivery to State Records. State Records will not accept the goods or pay for the goods unless the Order number is included in the documents issued by the Supplier.
- d) Goods/services that do not comply in every respect with the description, specification and any samples submitted with the Order will not be accepted and the cost of storing, handling and returning any goods not accepted shall be borne by the Supplier.

## 7. Defective Goods

- a) The Supplier, at its own cost, shall remedy any defect in supplied goods/services that have been notified to it by State Records but if it fails to do so within 30 days of being so notified, State Records may arrange for the remedial work by a third party at the Supplier's expense or return the goods to the Supplier at the Supplier's expense and immediately be entitled to a full refund of the price of those goods.
- b) The rights and remedies under this clause are in addition to, and do not limit, any other rights of State Records at law.

## 8. Payment

- a) If the Supplier has supplied the goods/services in accordance with the Order, State Records has accepted the goods/services and the Supplier has issued a valid tax invoice substantiated by an itemised account and any further details reasonably requested by State Records, payment will be made by the end of the month following the month in which an invoice is received or within such time as has been agreed in writing by State Records
- b) Where the Supplier is a registered "small business" State Records will pay the correctly rendered and valid tax invoice (including the Order number) from a registered small business within 30 calendar days of receipt of that invoice. Failure by State Records to pay within 30 days will entitle the registered small business to interest on the invoice amount unless the parties have otherwise agreed in writing on the terms set out at [www.services.nsw.gov.au/30days](http://www.services.nsw.gov.au/30days).
- c) Complaints about late payments by State Records may be made to the Accounts Complaints Officer on 1300 301 265.

## 9. Insurances

The Supplier must hold appropriate insurance including workers compensation and public liability insurance (and where specified by State Records, product liability and professional indemnity insurance) to cover the risk for the goods/services supplied and provide documentary evidence thereof to State Records on demand.

## 10. Compliance with legislation

The Supplier shall identify applicable legislation to the supply of the goods and services and comply with the requirements of all such applicable legislation.

## 11. Indemnity

The Supplier shall indemnify State Records, its employees and agents and the State of NSW against any claim, loss or expense (including a claim, loss or expense arising out of personal injury or death or damage to property) which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor client basis) arising out of any unlawful, negligent, reckless or deliberately wrongful act or omission of the Supplier in the performance of this agreement or any breach of this Agreement.

## 12. Termination

State Records may terminate this agreement:

- a) If the Supplier becomes bankrupt, insolvent or commits a substantial breach of this agreement in a manner that is capable of remedy and does not remedy the breach within 7 days of giving notice requiring it to do so from State Records; or
- b) Without cause, by giving written notice to the Supplier, in which case the Supplier shall stop supplying the goods or services under the agreement and take steps to mitigate losses and State Records shall reimburse the Supplier its unavoidable costs directly incurred as a result of termination provided that any such claim is supported by written evidence of the costs claimed and will be in total satisfaction of the liability of State Records to the Supplier in respect of this agreement and its termination.
- c) State Records shall not in any circumstances be liable for any consequential loss or loss of profits suffered by the Supplier as a result of the termination of this agreement by State Records.