

ASI Locksmiths

CONDITIONS OF PURCHASE

INTERPRETATION

1. In these conditions:
 - (a) 'Order' means the order for the goods constituted by this document;
 - (b) 'Purchaser' means **ASI Locksmiths** which is the purchaser of the goods;
 - (c) 'Seller' means the seller of the goods specified on the face of the Order;
 - (d) 'Goods' means the products and, if any, services specified on the face of the Order

GENERAL

2. For the avoidance of any doubt, the acceptance of this Order by the Seller includes acceptance of the terms and conditions herein as the sole basis of the sale to the exclusion of any conditions of sale appearing on any document of the Seller.

ALTERATIONS

3. No changes to this Order shall be made without the written agreement of the Purchaser.

PRICE

4. This Order is placed on a firm price basis in accordance with the price(s) listed on the face of the Order and is not subject to increases in price without the Purchaser's prior approval in writing and includes delivery to the destination stated herein and the off-loading of the Goods by the Seller at the point of destination.

PAYMENT

5. The Seller shall invoice the Purchaser for Goods properly delivered in accordance with the provisions of this Order, and the Purchaser shall, unless otherwise stipulated by the Purchaser in writing, pay each invoice issued within 30 (thirty) days from when that invoice is issued. Evidence of current insurances are required prior to performing the works and prior to payment.

DELIVERY

6. Goods shall be delivered by the Seller at the time specified in the Order and performance of this condition shall be of the essence of the contract. Delivery shall not be deemed to be completed until the Goods have been actually received at the delivery point as specified in the Order and accepted by the Purchaser's representative in accordance with the provision of Clause 9.

STANDARD TO CONFORM TO SPECIFICATIONS

7. Goods supplied shall be new, of the best quality and description, be fit for the purpose intended and to the entire satisfaction of the Purchaser. Goods shall be according to specifications, standards, drawings, samples or other description (if any) furnished by the Purchaser to the Seller.

WARRANTIES

8. The goods shall be fit for the purpose for which goods of the same kind are commonly supplied and any other purpose made known to the Seller, be of merchantable quality and to be free from defect in material and workmanship. In addition, such Goods shall carry any applicable manufacturers' warranty which shall pass on to any purchaser from the Purchaser without liability to the Purchaser.

INSPECTION AND RETURN

9. All Goods shall be received subject to inspection by the Purchaser's representative within a reasonable time after delivery (or before delivery at the Purchaser's discretion), irrespective of the date of payment. Signed delivery dockets shall not mean acceptance by the Purchaser of Goods delivered but only the number of packages or cartons delivered.

RESPONSIBILITY

10. Risk in the goods shall remain with the Seller and only pass to the Purchaser upon:
 - a) delivery to the Purchaser in accordance with the terms and conditions of this order; and
 - b) acceptance by the purchaser's representative after inspection and approval of the Goods in accordance with the provisions of Clause 9 hereof.

PASSING OF TITLE

11. Title of the goods free of any and all encumbrances shall pass to the Purchaser upon payment, the Seller hereby warranting that the Goods shall, upon such delivery be free of all encumbrances of any nature whatsoever.

MANAGEMENT SYSTEMS & OPERATIONAL REQUIRMENTS

12. Where the seller has a quality system it shall be applied to this order. All works and services are to be in accordance with the specified OHSR & Environmental requirements, be fit for purpose **and** meet the statutory obligations by the seller and their workforce. For plant, equipment & devices provided, a pre start condition report shall be furnished to the purchaser each day of operation or on delivery to site, where the seller is not providing site operators. Electrical tagging and calibration of such items shall be clearly indicated. Certificates for all works completed shall be furnished where required by legislative requirements, codes of practice or specifications for the works.

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