

The purchase by NJ Engineering Pty Ltd (A.C.N. 053 427 419) or any of its subsidiaries in existence now or in the future (hereinafter referred to as "NJ Engineering") of the goods or services described on the Purchase Order document (of which these Terms and Conditions of Purchase form part) is made subject to the following terms and conditions.

1. These Terms and Conditions of Purchase shall apply to every sale contract between NJ Engineering and the supplier.
2. The supplier agrees to supply the goods / services set out on the Purchase Order document to NJ Engineering in accordance with the price quoted to NJ Engineering.
3. Unless otherwise stated, the total price stated on the Purchase Order document is in Australian currency and is fixed and firm and is not subject to escalation.
5. The supplier acknowledges that it must not make any corrections or changes to the Purchase Order therein until the resulting cost and time impacts have been agreed to by NJ Engineering.
6. NJ Engineering reserves the right at any time in relation to the goods / services set out on the Purchase Order document to make a revision to the Purchase Order document to correct any errors or omissions therein or to make any changes including in respect of specifications, quantity and delivery (subject to first reaching agreement with the supplier – which agreement must not be unreasonably withheld – in relation to the resulting cost and time impacts).
7. The supplier agrees to supply the goods / services to NJ Engineering by the certain delivery date specified by NJ Engineering in advance.
8. The supplier warrants to NJ Engineering that it has the necessary skill, personnel and equipment to supply the goods / services as set out in the Purchase Order document and by the specified delivery date.
9. The supplier warrants to NJ Engineering that the goods / services will be of merchantable quality, free of defects in materials, workmanship and design and fit for the purpose as described to them by NJ Engineering or otherwise as reasonably ascertainable from the nature of the order set out on the Purchase Order document.
10. The supplier warrants to NJ Engineering that it has product liability insurance and professional indemnity insurance (in respect of any professional services).
11. Risk in the goods / services shall remain with the supplier until the time that NJ Engineering accepts delivery of the goods or the services at NJ Engineering's premises. NJ Engineering will accept risk in the goods from the time of the goods leaving the supplier's premises only if NJ Engineering collects the goods or arranges its own transport for the goods.
12. Any loss or damage to any goods howsoever caused when under the supplier's risk shall at its own cost be rectified by the supplier and thereafter when the risk in the goods has transferred to NJ Engineering, the supplier shall be liable for any loss or damage to such goods to the extent caused by its negligence, wilful act, misconduct, fault, breach of duty (statutory or otherwise) of the supplier.
13. The supplier shall (at the option of NJ Engineering) either replace or repair and make good any goods or services, or parts of goods or services, supplied by the supplier found to be defective or in any way unsuitable for the purpose intended for a period of twelve (12) months from date of delivery of the goods or provision of the services to NJ Engineering ("the Warranty Period"). If the supplier repairs or replaces the goods or services during the Warranty Period then a new warranty shall apply to those goods or services for a period of twelve (12) months from the date such repairs or replacements were completed.
14. The supplier shall indemnify NJ Engineering against all claims by any person for loss or damage, direct or indirect caused by the goods or services supplied under the Purchase Order document by the supplier in respect of goods or services which are defective or otherwise not of merchantable quality.
15. Any other terms whether oral or in writing which may deviate from or are inconsistent with these Terms and Conditions of Purchase are expressly excluded and rejected by NJ Engineering Pty Ltd unless a separate document is executed by, or on behalf of, NJ Engineering by a duly authorised officer.
16. The Purchase Order document and these Terms and Conditions of Purchase shall constitute the entire agreement between the supplier and NJ Engineering and no representation or statements by any employee or agent not expressly stated in the Purchase Order document or these Terms and Conditions of Purchase shall be binding upon NJ Engineering.
17. These Terms and Conditions of Purchase shall prevail over any supply terms and conditions of the supplier unless a separate document is executed by, or on behalf of, NJ Engineering by a duly authorised officer.
18. If any of these Terms and Conditions of Purchase are subsequently declared illegal or unenforceable, then such illegal or unenforceable terms or conditions shall be severed herefrom and the remaining terms and conditions shall continue in full force and effect.
19. These Terms and Conditions of Purchase shall be governed by the law of the State of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Victoria.