

ROYAL AGRICULTURAL SOCIETY OF NSW ('RAS')
PURCHASE ORDER CONDITIONS

1. No responsibility is accepted for goods or services supplied unless supplied pursuant to an official Purchase Order authorized by an officer of the RAS.
2. Delivery of goods or services is to be made on or before the date specified by the RAS and to the place nominated by the RAS. If delivery is not made on or before the specified date RAS shall have the right to cancel the order and the supplier shall have no right to bring any action against the RAS arising out of such cancellation.
3. Risk in respect to the goods shall remain with the supplier until the goods have been delivered to the RAS' premises in a satisfactory and acceptable condition and signed by an authorised officer of the RAS.
4. The RAS shall have the right to inspect goods and/or services after they have been delivered to it and acceptance by the RAS is subject to satisfactory inspection. The goods and/or services shall comply in every respect with description, specification and any samples submitted. Where specifications and/or samples are submitted by the RAS, goods and/or services shall comply in every respect with the sample. The cost of storing, handling and returning any goods not accepted shall be borne by the supplier.
5. Any alterations in quantity, quality, specification and/or conditions for supply of goods and/or services are not binding on the RAS unless confirmed in writing by the RAS.
6. The supplier warrants that all goods delivered are free of any lien, charge, bill of sale hire purchase agreement or other charge or encumbrance and without limiting the generality of the foregoing are free from any royalty, claim or charge by virtue of patent, license or similar rights. The supplier shall indemnify the RAS against any such claims, costs or otherwise howsoever arising.
7. The supplier warrants that all goods and/or services are guaranteed to comply with their description and that they are suitable for use in the RAS' operations and that the goods comply with the provisions of relevant State and Federal legislation.
8. RAS reserves the right to cancel the order, or any part uncompleted, if RAS' activities are hindered or suspended as a result of fire, accidents, strikes, lockouts or any other cause or causes beyond the RAS' control and the supplier shall have no right to bring any action against the RAS arising out of such cancellation.
9. The supplier shall pay any taxes, levies or imposts imposed by law upon the goods unless RAS has otherwise agreed in writing.
10. A statement of account duly noting the Purchase Order number must be rendered to the RAS and unless such statement is provided RAS shall not be liable for any payment.
11. Supply of goods or services pursuant to an order shall constitute acceptance of the terms and conditions set out herein. No alterations of any of these conditions shall be valid or binding on the RAS unless accepted by it in writing and the supplier agrees that any terms and conditions contained on printed documents issued by the supplier shall be of no force or effect whatever. The terms and conditions are in addition to all other rights which the RAS may have at law.
12. Except where expressly agreed in writing, these general conditions for supply shall override any terms and conditions imposed by the supplier.
13. Where goods are to be purchased, title to goods shall remain with the supplier until the goods have been delivered to the RAS' premises in a satisfactory and acceptable condition in accordance with conditions 3 and 4 hereof.
14. The supplier shall comply with the requirements of Occupational Health and Safety legislation, have in place an Occupational Health and Safety Policy and comply with the Occupational Health and Safety Policy of the RAS.
15. Any supplier attending the Showground site must adhere to the RAS Occupational Health and Safety Standard Rules and Conditions for Contractors.
16. RAS reserves the right to withhold payment in respect of any order, or any part uncompleted, if the supplier fails to comply with the requirements of clause 1 and the supplier shall have no right to bring any action against the RAS arising out of such withholding of payment.
17. The supplier shall indemnify the RAS against:
 - a. loss or damage to property of the RAS; and
 - b. claims by any person against the RAS in respect of personal injury or death, loss of or damage to any property, arising out of or as a consequence of goods and/or services supplied by the supplier.
18. The supplier shall take out a Public Liability Policy in the name of the supplier and all subcontractors employed by the supplier. The policy shall include a cross liability clause, name the RAS as a named insured and be for an amount in respect of any one occurrence of a sum no less than that approved by the RAS.
19. The supplier shall insure against liability for death of or injury to persons employed by the supplier. The supplier shall insure that every subcontractor is similarly insured.
20. If the contract includes erections and dismantling, the supplier shall take out a Contract Works Policy in the joint names of the RAS and the supplier which shall at all times cover the whole of the works including any associated temporary works and including material incorporated or to be incorporated therein, the property of the RAS or for which they are responsible and whilst on or adjacent to the site, in storage off-site and in transit within Australia in respect of loss, destruction or damage of or to the property insured for the full reinstatement and replacement cost and removal of debris.
21. The supplier shall provide evidence of the required insurance to the RAS to its satisfaction and approval before delivery of goods or commencement of any work.
22. RAS specifically retains all intellectual property rights including copyright, patents and trademarks to any work or services commissioned by the RAS the subject of a Purchase Order.
23. Payment terms are thirty (30) days from end of month.
24. Information provided by any supplier to the RAS could be deemed 'personal information' pursuant to the Privacy Act. This information is collected by the RAS for the purpose of correctly recording the arrangement between the supplier. The supplier has the right of access to and alteration of any personal information concerning the supplier in terms of the Privacy Act.