

Georgiou Group Pty Ltd and Koppen Pty Ltd - Minimum Terms & Conditions

1. PRICES

The prices and/or rates stated on Georgiou Koppen JV purchase order are fixed and represent the total amount payable by Georgiou Koppen JV for the goods and/or services. We recommend you check this carefully before agreeing to supply us.

2. CHANGES

Any change, addition or reduction in Georgiou Koppen JV original purchase order will be documented on a Georgiou Koppen JV change order and issued to you. Goods or materials in excess of those ordered may be returned to you at your risk and expense.

3. TITLE AND RISK

Title to goods purchased passes to Georgiou Koppen JV at the point of shipment or dispatch. Risk remains with you until the goods are received by Georgiou Group & Koppen, except where Georgiou Koppen JV is responsible for carriage. Risk in services performed passes upon acceptance by Georgiou Group & Koppen.

4. INSPECTION

Goods and services are subject to inspection, test and approval by Georgiou Koppen JV, notwithstanding any prior acceptance, payment or inspection. Georgiou Koppen JV may, without limiting any other rights it may have, reject any goods or services which contain defective design, workmanship or materials, do not conform to the specifications, or have not been ordered. Rejected goods or materials may be returned at your risk and expense.

5. PACKAGING ETC

The price includes all packaging, dunnage, containers and all other things required to protect the goods in transit. Packaging shall be suitable and shall comply with Georgiou Koppen JV requirements. If you believe extra packaging, delivery or transit costs are required please ensure Georgiou Koppen JV staff include this on their purchase order.

6. PATENT INDEMNITY

You warrant that there has been no violation or infringement of any copyright, trade name, trademark, patent or other property right as a result of supplying the goods or services. You agree to defend, indemnify and hold Georgiou Koppen JV harmless from all claims, expenses and liabilities arising from any actual or alleged violation or infringement of property rights.

7. WARRANTY

In addition to the warranties expressed and implied by law and the order, you warrant that the goods and/or services will conform to their description and the specifications, are new and are of good quality and fit for the known purpose for which they are supplied.

8. TIME

Time is of the essence of the order and Georgiou Koppen JV reserves the right to cancel the order or any portion of it without penalty in the event that delivery is not made or services are not completed within the specified time without liability for supplies previously made and accepted by Georgiou Group & Koppen Developments Pty Ltd.

9. TERMINATION

Georgiou Koppen JV reserves the right to cancel the order or any part of it without penalty if you breach any of its terms or conditions, or if you commit any act of bankruptcy or insolvency, deemed or actual.

10. COMPLIANCE WITH LAWS

You agree to observe and comply with all applicable federal, state and local laws, rules, regulations, codes and standards. The order is subject to the laws and jurisdiction of the courts in the State in which the purchase order is placed.

11. TAXES

Any applicable tax, duty, excise or other tax or charge for which Georgiou Koppen JV has not furnished or agree to furnish an exemption certificate must be stated separately on your invoice.

12. ASSIGNMENT

Nothing in the order, nor any interest under it, may be assigned by you without Georgiou Koppen JV prior written consent.

13. INDEMNITY

You agree to indemnify and hold Georgiou Koppen JV harmless from and against any and all demands, claims, suits, actions, liabilities, costs of defense and other expenses for damage or damages to property or for injury to or death of any person in any way arising from the supply of the goods or services, except for liability or damages arising from the sole negligence or willful act or omission of Georgiou Group & Koppen.

14. PAYMENT

Georgiou Koppen JV will pay for the goods or services 30 days following the end of the month in which they were invoiced unless otherwise regulated by state legislation to be a lesser period, in which case the lesser period will prevail. The amount Georgiou Group & Koppen will pay will be in accordance with the purchase order and change order issued to you.

15. DEFAULT

Georgiou Koppen JV does not pay interest or administration fees on overdue accounts and will not indemnify a supplier for any costs or disbursements incurred by a supplier in recovering debt owed by Georgiou Koppen JV. We do, however, work hard to be the 'best people to work with'. This means we strive to pay all of our suppliers on time every time.

16. PERSONAL OR DIRECTOR GUARANTEES

Under no circumstances will Georgiou Group & Koppen offer any Personal or Director Guarantees. Georgiou Koppen JV recommends that you contact our trade references or carry out any credit checks to satisfy yourself before commencing a supplier relationship with us.

17. CONFIDENTIALITY

You must not disclose to any third party any information given to you by Georgiou Koppen JV or any matter concerning a Supply Agreement or order without Georgiou Koppen JV prior written consent

18. ADDITIONAL TERMS AND CONDITIONS

This agreement constitutes the minimum terms and conditions required by all parties supplying goods or services to Georgiou Koppen JV. Additional terms and conditions may be required that are specific to your company or to the specific goods and services you are providing. Georgiou Koppen JV reserves the right to negotiate further terms and conditions with you.