

# **Georgiou Group Pty Ltd & SRG Civil Pty Ltd - Minimum Terms & Conditions**

## **1. PRICES**

The prices and/or rates stated on Georgiou Group & SRG Civil's purchase order are fixed and represent the total amount payable by Georgiou & SRG Civil 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 Group & SRG Civil's original purchase order will be documented on a Georgiou Group & SRG Civil 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 Group & SRG Civil at the point of shipment or dispatch. Risk remains with you until the goods are received by Georgiou Group & SRG Civil, except where Georgiou Group & SRG Civil is responsible for carriage. Risk in services performed passes upon acceptance by Georgiou Group & SRG Civil.

## **4. INSPECTION**

Goods and services are subject to inspection, test and approval by Georgiou Group & SRG Civil, notwithstanding any prior acceptance, payment or inspection. Georgiou Group & SRG Civil 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 Group & SRG Civil's requirements. If you believe extra packaging, delivery or transit costs are required please ensure Georgiou Group & SRG Civil 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 Group & SRG Civil 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 Group & SRG Civil 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 & SRG Civil.

## **9. TERMINATION**

Georgiou Group & SRG Civil 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 Group & SRG Civil 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 Group & SRG Civil's prior written consent.

## **13. INDEMNITY**

You agree to indemnify and hold Georgiou Group & SRG Civil harmless from and against any and all demands, claims, suits, actions, liabilities, costs of defence 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 & SRG Civil.

#### **14. PAYMENT**

Georgiou Group & SRG Civil 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 & SRG Civil will pay will be in accordance with the purchase order and change order issued to you.

#### **15. DEFAULT**

Georgiou Group & SRG Civil 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 Group & SRG Civil. 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 & SRG Civil offer any Personal or Director Guarantees. Georgiou Group & SRG Civil 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 Group & SRG Civil or any matter concerning a Supply Agreement or order without Georgiou Group & SRG Civil's 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 Group & SRG Civil. Additional terms and conditions may be required that are specific to your company or to the specific goods and services you are providing. Georgiou Group & SRG Civil reserves the right to negotiate further terms and conditions with you.