



## TERMS & CONDITIONS OF SALE

Barrow Engineering Pty Ltd ABN 83 151 218 638 shall only supply goods and/or under take works if agreed on the following terms and conditions. Variances to these terms may be requested and Barrow Engineering Pty Ltd will confirm acceptance to vary in writing.

### 1. Pricing

Prices as listed or quoted shall be subject to change only if Barrow Engineering notifies the buyer in writing. In the event of a price increase buyer will be notified in writing and requested to confirm acceptance of price, prior to commencement of work.

If a buyer cancels an order Barrow Engineering shall be entitled to recover all loss expenses and damages suffered in consequence of the buyers' breach of contract.

Unless otherwise stipulated quoted prices do not include insurance, packing, delivery and export and any tax payable in respect of any goods.

The buyer shall pay for or reimburse Barrow Engineering for any goods and services tax liability (GST) arising out of any transaction between Barrow Engineering and the buyer.

Where a delivery time is quoted it is acknowledged that this is an estimate only and Barrow Engineering shall not be liable for any failure or delay in delivery nor shall the buyer be relieved by any such delay from obligation to accept and pay for goods. The buyer will be solely responsible for any designation or specification given to Barrow Engineering when placing an order and Barrow Engineering will be relieved from any warranty or obligation in respect of the suitability of any materials or items so specified.

### 2. Payment

All new and non-account customers' payment must be made prior to the goods leaving Barrow Engineering's premises as either a cleared EFT payment or COD.

Trading terms are STRICTLY 30 DAYS NET (i.e. goods purchased during one month are payable on or before 30<sup>th</sup> of the following month) and hereby agree to adhere to your trading terms unless otherwise agreed.

The buyer acknowledges that title to any goods purchased from Barrow Engineering shall not pass to the buyer until payment for such goods has been made in full by the buyer to Barrow Engineering. Barrow Engineering reserves the right to charge interest at the rate of 15% per annum on any overdue accounts. All expenses incurred for recovery or attempted recovery will be payable by the buyer.

### 3. Title

All drawings, tooling, dies, jigs and other goods of the buyer will be held by Barrow Engineering free of charge but at the buyers risk and it is acknowledged that the buyer will be responsible for insuring same. It is expressly agreed that all such items shall be subject to a lien for any amount still due and payable to Barrow Engineering 45 days beyond the terms outlined in payment and that after 14 days' notice in writing to the buyer of its intention to do so Barrow Engineering shall be entitled to enforce such lien by sale of all or any part of such goods. If Barrow Engineering shall have made reasonable efforts to dispose of the same by sale any such goods found to be unsaleable may be disposed of by Barrow Engineering without liability.

### 4. Risk

The buyer accepts all risk of loss and damage to the goods, whether caused by the buyer or not following delivery of the goods to the buyer's site or as directed in writing.

### 5. Claims

Any claims must be made within 7 days of receipt of goods. Any other claims relating to invoice adjustment for any other reason must be made in writing within 30 days of invoice.

### 6. Limitation of Liability

Barrow Engineering excludes all statutory or implied conditions and warranties to the extent permitted by law. To the extent permitted by law, we limit our liability under any condition or warranty which cannot legally be excluded to:

- (a) The replacement of the goods or the supply of equivalent goods.
- (b) The repair of the goods;
- (c) The payment of the costs of replacing the goods or of acquiring equivalent goods; or
- (d) The payment of the costs of having the goods repaired.

### 7. Governing Law

The laws of the State of New South Wales govern our trading.

The buyer agrees with us to submit to the non-exclusive jurisdiction of the Courts of New South Wales and the Federal Court of Australia and agree that any legal proceedings may be heard in those Courts.



## TERMS & CONDITIONS OF PURCHASE

Barrow Engineering Pty Ltd ABN 83 151 218 638 shall only purchase goods if agreed on the following terms and conditions. Variances to these terms may be requested and Barrow Engineering Pty Ltd will confirm acceptance to vary in writing.

1. Please confirm price & delivery. Barrow Engineering Pty Ltd must be notified immediately if this order is delayed and the due at dock date cannot be achieved.
2. For all supplied line items, Barrow Engineering Pty Ltd requires documentation that enables material/product lot/batch traceability, including traceability to any applicable tests, specifications, sources, and certifications identified on the purchase order. Certificate of conformance is required for all raw materials and special processes when required.
3. Supplier agrees to comply with all purchase order requirements that may include (1) the control and monitoring of any special requirements, critical items, or key characteristics, (2) implementation of any test, inspection, or verification activities, and (3) the use of specific, identified suppliers or approved sources of products and services. Before accepting this purchase order, Supplier agrees to notify Barrow Engineering Pty Ltd.
4. Any product known to be nonconforming prior to shipment, including counterfeit product, must be (1) identified in some way to distinguish it from conforming product and (2) returned to Barrow Engineering Pty Ltd. Supplier shall notify Barrow Engineering Pty Ltd of any nonconforming product prior to returning the product. In addition, Supplier must notify Barrow Engineering Pty Ltd if any nonconformities were detected after shipment and potential nonconforming product was returned to Barrow Engineering Pty Ltd as a result.
5. All items must be packaged to prevent damage during shipment (e.g., ensure no scrapes, dents or other damage, any special packaging requirements will be noted on the purchase order).
6. For any work that is outsourced to a sub-tier supplier, the supplier must be given all requirements in the Purchase Order including any attachments.
7. Supplier agrees to retain for a minimum of ten (10) years all documentation, quality inspection, test results, and all other records relevant to the process applied for any product supplied in accordance with AS9100 standards (Refer to Purchase order if adhering to AS9100 document retention requirement). For all other product 5 years as per Australian Taxation Office minimum retention period. Supplier agrees to notify Barrow Engineering Pty Ltd prior to the disposition/destruction any records related to the performance of this purchase order.
8. Supplier agrees to notify Barrow Engineering Pty Ltd of changes to processes, products, and services, including changes in the location of manufacture that may affect product quality. Supplier agrees to notify Barrow Engineering Pty Ltd of such changes before the changes are implemented or before they could affect products and services identified on the purchase order. Barrow Engineering Pty Ltd reserves the right to modify or cancel all or part of the purchase order if it determines that such changes could negatively affect products and services identified on the purchase order.
9. Acceptance of this PO includes affording Barrow Engineering Pty Ltd, its customers, and/or regulatory authorities, the right to access the Supplier's premises and to verify that the Supplier's product conforms to the specified requirements and to any applicable records.
10. Supplier agrees to the continual monitoring and evaluation of on time delivery and product conformity associated with the purchase order by Barrow Engineering Pty Ltd. Barrow Engineering Pty Ltd may issue corrective action requests to Suppliers who underperform or continually fail to conform to purchase order requirements. Supplier agrees to address and resolve any corrective action request submitted by Barrow Engineering Pty Ltd.
11. Supplier is responsible to ensure that persons performing work affecting product quality are (1) competent on the basis of appropriate education, training, and/or certification, and (2) are aware of the importance of ethical behaviour and of their contributions to product quality and to maintaining product safety.
12. Prices Stated on the PO are exclusive of GST
13. All invoices to be billed to:  
Barrow Engineering Pty Ltd  
ABN 83 151 218 638  
Unit 11, 63 Norman Street  
PEAKHURST NSW 2210  
PH: 61 2 9153 013  
Email -reception@barrow.net.au