

General Purchase Agreement

General

1. This General Purchase Agreement (**Agreement**) applies to all purchase orders (**POs**) for goods and services (**Supplies**) which the Agency named on the PO places with you (**Supplier**).
2. There may be additional terms and conditions in the PO or in a more specific contract between you and the Agency or in a NSW whole of government contract. If there is any inconsistency, the provisions of the PO, then of the contract, prevail over this Agreement.
3. No other terms or conditions (such as your terms of trade), nor any variations, apply unless the Agency and you agree in writing.
4. Your provision of the Supplies constitutes your acceptance of this Agreement.
5. You may not transfer this Agreement, nor subcontract your obligations, without the Agency's prior written consent.
6. The rights and remedies under this Agreement are in addition to, and do not limit, any other rights of the Agency at law.

Price and payment

7. All prices in the PO are fixed and **inclusive of all taxes, including GST**, insurance, freight and delivery costs (including for return of wrongly supplied or defective Supplies) unless specified otherwise.
8. Provided that the Agency has accepted the Supplies, the Agency will pay you within 30 days of receiving a valid tax invoice and any other information requested (or within 5 business days if you are a registered small business).
9. [Contact clause generated when Purchase Order created]
10. To register as a small business supplier visit the [Small Business website](https://www.smallbusiness.nsw.gov.au/what-we-do/our-work/faster-payment-terms). (<https://www.smallbusiness.nsw.gov.au/what-we-do/our-work/faster-payment-terms>)
11. [Complaints clause generated when Purchase Order created].

Delivery and acceptance

12. You must provide the Supplies on the date, time and place specified by the Agency. Time is of the essence.
13. You assume all risk in the Supplies until the Agency accepts them. The Agency will usually inspect the Supplies on delivery and, if satisfied that they meet the specifications, will accept them. Title to the Supplies transfers to the Agency on acceptance. You bear the cost of storing, handling, and returning any Supplies that the Agency does not accept.
14. You must ensure that all invoices, packing slips and other documents have a PO number, description and Agency representative's name. The Agency will not accept the Supplies, nor pay for them, unless you include the PO number.

Warranties

15. You warrant that, when title in the Supplies passes to the Agency, the Supplies will: be free from any charge, liability or defect; comply with all applicable standards; be fit for purpose; and conform to the description ordered.
16. You must provide the Agency with the benefit of any third party warranties for the Supplies.
17. You warrant that the Supplies do not infringe the IP rights of any third party.
18. You warrant that all personnel engaged to provide the Supplies are appropriately qualified, competent and experienced and hold all necessary licences, permits and authorisations.

Corrections

19. You must, at your own cost, remedy any defect in the Supplies within 30 days of being notified by the Agency. If you fail to do so, the Agency may, at your expense, arrange for a third party to undertake the remedial work or return the Supplies to you. You must refund the full price of the returned Supplies.
20. If you fail to provide any agreed deliverable, or complete any agreed milestone, you must use all reasonable endeavours to correct the issue which caused the failure, at no additional cost to the Agency.

Work health and safety (WHS)

21. You must undertake your own identification and analysis of all WHS risks associated with the Supplies.
22. You must ensure the health and safety of all people whom your activities may affect under this Agreement, in compliance with WHS laws.
23. You warrant and represent that you have (and will ensure that your subcontractors have): the necessary resources in place to comply with WHS laws; and taken all necessary measures to assess and eliminate or control risks arising from hazards associated with the Supplies.

Intellectual Property (IP)

24. IP rights in materials that you create in the course of providing the Supplies vest in you. You grant the Agency a worldwide, perpetual, transferable, royalty free licence to use those rights.
25. Each party retains ownership of any material or background IP it provides. Each party grants the other a worldwide, free, perpetual, irrevocable, non-exclusive licence to use its background IP for the purposes of this Agreement, for internal research and education.

Insurance and Indemnity

26. You must hold and maintain adequate insurance, (including where appropriate public liability, product liability, professional indemnity and workers compensation policies) to cover all risks for the Supplies.
27. You indemnify the Agency, its employees and agents from and against any claim, loss or expense (including arising out of personal injury, death, property damage or infringement of IP rights) which any of them pays, suffers or is liable for (including legal costs) arising out of your or your employees', contractors' or agents' unlawful, negligent, reckless or deliberately wrongful acts or omissions in providing the Supplies, performing this Agreement or breaching this Agreement.

Termination

28. The Agency may terminate this Agreement if you breach this Agreement and do not remedy the breach within seven days of the Agency notifying you of that breach.
29. The Agency will not in any circumstances be liable for any consequential loss or loss of profits suffered by you as a result of this Agreement terminating.