



Supplier Terms and Conditions of Purchase

Definitions:

- “TEE” means Thermal Electric Elements Pty Ltd ABN 59 001 255 492
“Purchase Order” means an order for the Products, which is placed by TEE.
“Products” means the goods or services stated on the Purchase Order.
“Supplier” means the company or persons who have been engaged to provide the Products to TEE.
“Agreement” means arrangement between TEE and Supplier.
“Writing” means any forms of written communication including, but not limited to, email, fax or letter.
“Mass Produced” means to manufacture Products to a standardised pattern on a large scale.

1. **Agreement** – These Terms and Conditions apply where a Supplier has accepted a Purchase Order placed by TEE, either electronically or otherwise. The Purchase Order and these Terms and Conditions together constitute the entire Agreement between the parties. This Agreement will prevail over any subsequent document or documents issued by the Supplier.
2. **Variations** – No variation to these Terms and Conditions, or waiver of them is valid or effect unless the Supplier negotiates, and enters a formal variation agreement or waiver in Writing with TEE. TEE will assess all variations and waivers on a case by case basis.
3. **Payment Terms** – TEE operates a monthly payment system. Therefore, unless otherwise agreed, the Supplier will be paid 45 days following monthly statement date upon receipt of a correctly rendered invoice. Payment will be made to the Supplier or the Supplier’s nominee by credit card or direct debit.
4. **Title in Products** – Title and risk in the Products shall pass on delivery to TEE.
5. **Purchase Orders and Discrepancies** – The Supplier is deemed to have accepted a Purchase Order if the Supplier does not reject the Purchase Order within 12 hours of receiving it. Unless the Purchase Order states otherwise, the price for the Products includes all costs including delivery, all taxes imposed on the Supplier and all importation costs. TEE will only pay orders where a valid TEE Purchase Order number and invoice are supplied. If there is a discrepancy in the Purchase Order value and the Supplier’s invoice value, please contact the Purchase Department at TEE and they will adjust appropriately. If this is not done then payment may be withheld or rejected for the Purchase Order amount. There are no minimum order requirements unless otherwise agreed to by TEE in Writing.
6. **Manufactured Products** – Where applicable TEE will provide full and complete drawings for all Products manufactured on behalf of TEE. The Purchase Order will stipulate the drawing number and revision and the Supplier is responsible for ensuring they work to the correct drawing number and revision. If the Supplier does not hold full and correct drawings they are to contact the TEE Purchasing Department before beginning manufacture. Where the Supplier provides Products Mass Produced for TEE and by Agreement in writing from TEE, TEE will accept a $\pm 10\%$ discrepancy from the quantity received to the quantity ordered. It will be the responsibility of the Supplier to store, handling and shipment of all Products which exceed this tolerance.
7. **Conformity to Standards** – Where applicable TEE will state on the Purchase Order any Australian or International standards, directives or legislative requirements required of the Product. These requirements are to be adhered to by the Supplier unless agreed in writing with TEE. Where requested on Purchase Orders the Supplier will provide documented proof of compliance in the form of a declaration of conformity in accordance with ISO/IEC 17050-1 and/or any other documentation as required including but not limited to, test reports, milling reports and material reports.
8. **Labeling/Packing** – Each packing slip, delivery note, package and invoice must be marked clearly with the order number set out in the packing slip. This shall be quoted in all relevant enquiries and documents.
9. **Delivery**
 - a. The Supplier must deliver the Products to the delivery address specified on the Purchase Order. Delivery of the Products must be made in accordance with the delivery quantity and date information stipulated on the Purchase Order.
 - b. Where stated on the Purchase Order TEE will book freight pick up from the Supplier with its preferred carrier. In these instances the Supplier is to comply with instruction given by TEE for the preparation of Products and supply TEE with dimensions, type and weight of the parcel.
 - c. The Supplier must inform TEE if they are unable to deliver by the date required stated on the Purchase Order. TEE reserves the right to cancel the Purchase Order or reschedule the delivery date to arrange expedited delivery by alternate means.
10. **Quoted Price** – The price will be the price stated on the quote received from the Supplier. All Supplier quotes will be valid for at least 30 days from the date of quote.
11. **Defective Products** – Without limiting any other rights or remedies which may be available to TEE, TEE may require the Supplier to either repair or replace Products in a defective condition or which fail to comply with the stated requirements of the Purchase Order and associated documents, such as drawings. The Supplier will pay all costs for storing, handling and returning any Products rejected by TEE.
12. **New Products** – All Products must be new and unused unless otherwise stipulated on the Purchase Order. The Products must be free of all encumbrances.
13. **Force Majeure** – In the event that either party is incapable of performing its obligations to the other due to a force majeure event (including without limitation Acts of God), that party shall immediately give notice to the other and must do everything reasonably possible to resume performance without delay. Upon the giving of such notice, the obligations of the parties to perform under this Agreement are suspended and the party receiving such notice is entitled to terminate this Agreement and the Purchase Order with notice to the other party if the force majeure events continue for more than 30 days.



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- 14. Intellectual Property** – The Supplier warrants that the use of the Products by TEE will not infringe on other persons intellectual property rights. The Supplier agrees that TEE shall be the sole and exclusive owner of all intellectual property rights related to any Products and other works and materials created in the course of or for the purpose of providing the Products. All TEE designs, drawings and Product specifications provided to Suppliers for the manufacture of Products will remain the intellectual property of TEE.
- 15. Indemnity** – The Supplier indemnifies TEE and keeps TEE indemnified, against all losses, damages, liability, claims or costs, arising directly or indirectly out of or in connection with (1) any infringement or alleged infringement by the Products of a third party's intellectual property rights (2) any breach by the Supplier of this Agreement, (3) breach of warranty, (4) the provision of Products or (5) any negligent act or omission of the Supplier, its employees, agents or contractors. A loss to TEE includes all costs, expenses, liability, claims, demands and proceedings.
- 16. Governing Law** – This Agreement is governed by and construed in accordance with the laws of New South Wales and shall be subject to the jurisdiction of the Courts of New South Wales.
- 17. Confidentiality** – Any confidential information (including but not limited to product design, specification, sales and marketing information) disclosed by TEE to the Supplier must be kept confidential by the Supplier.