

# SA Health - Purchase Order Terms and Conditions

## DEFINITIONS

**Goods** means the goods (if any) to be supplied under this Purchase Order.

**SA Health** means the Minister for Health and Ageing or such other entity incorporated under the *Health Care Act 2008* (SA) and named on this Purchase Order.

**Services** means the services (if any) to be provided under this Purchase Order.

**Supplier** means the supplier named on this Purchase Order.

## 1. SUPPLY OF GOODS

1.1 The Supplier must:

- (a) sell unencumbered Goods in the quantity and of a quality as set out in the Purchase Order; and
- (b) deliver the Goods in accordance with the delivery instructions set out in this Purchase Order including, without limitation, delivering the Goods by the delivery date and to the specified location and comply with any other SA Health reasonable delivery instructions.

1.2 Risk in the Goods passes to SA Health when the Goods are delivered and ownership of the Goods passes to SA Health on acceptance of the Goods.

1.3 SA Health may perform tests on the Goods to determine whether to accept the Goods and if the Goods fail such testing, SA Health may elect to:

- (a) have the Supplier provide (and install if applicable) replacement Goods within a reasonable time; or
- (b) terminate this Purchase Order in which case the Supplier must remove all Goods at its expense.

1.4 The Supplier warrants that the Goods:

- (a) are new (unless otherwise specified) and conform with any description applied and any sample provided by the Supplier;
- (b) are free from defects in materials, manufacture and workmanship;
- (c) conform to any legally applicable standards;
- (d) are installed correctly (if the Supplier is responsible for installation); and
- (e) are of merchantable quality and fit for purpose.

## 2. SUPPLY OF SERVICES

2.1 The Supplier must supply the Services in accordance with this Purchase Order.

2.2 If the Services include any reports, data or other materials required to be delivered in the performance of the Services, then title in such materials will vest in SA Health on their acceptance by SA Health.

2.3 If in SA Health's reasonable opinion, the Supplier has failed to satisfactorily perform the Services, SA Health may elect to:

- (a) have the Supplier provide replacement Services within such reasonable time as SA Health may determine; or
- (b) terminate this Purchase Order.

2.4 The Supplier warrants that the Services:

- (a) will be provided with due care and skill and in accordance with current industry standards;
- (b) will be performed in a manner to achieve the purpose for which the Services are required; and
- (c) conform to any legally applicable standards.

2.5 The Supplier must not engage a subcontractor without the prior written approval of SA Health and SA Health may request such information about the proposed subcontractor that SA Health considers appropriate and grant approval on such conditions as SA Health considers reasonably appropriate.

## 3. NO UNLAWFUL OR IMPROPER CONDUCT

The Supplier must not conduct itself in a manner that is unlawful, nor may it invite, directly or indirectly, any of SA Health's officers, employees or agents to behave unethically, to prefer private interests over SA Health's interests or to otherwise contravene the Code of Conduct issued under the Public Sector Act 2009.

## 4. PRICES, PAYMENT & GST

**Price** means the price payable for the Goods and Services as specified in this Purchase Order.

4.1 The Price includes all charges and the costs payable to the point of delivery and of compliance by the Supplier with the Supplier's obligations (including the costs of all material and equipment for the delivery of the Services).

4.2 The Price is exclusive of GST and SA Health agrees to pay GST in addition to the Price if the supply of Goods and Services constitutes a Taxable Supply.

4.3 The Supplier represents it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth) and the ABN shown on the Purchase Order is the Supplier's ABN and it is registered under the GST Law.

4.4 The Supplier is entitled to invoice SA Health for payment in respect of Goods and Services only when the Goods and Services have been provided by the Supplier and accepted by SA Health.

4.5 SA Health does not have to pay a Supplier's invoice unless the invoice is properly rendered. An invoice is properly rendered if it is:

- (a) for Goods and Services for which the Supplier is entitled to invoice under this Purchase Order;
- (b) for the correct Price for the Goods and Services; and
- (c) a valid Tax Invoice in accordance with GST Law.

**GST, Taxable Supply and Tax Invoice** have the meanings attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Law**).

## 5. INSURANCE

5.1 Unless otherwise agreed by the parties, the Supplier must effect and maintain a public liability insurance policy and a product liability insurance policy in respect of the Goods and Services for not less than TEN MILLION DOLLARS (\$10,000,000.00) for any one event (and in the aggregate for products liability in any one period) or such other insurance types and amounts as SA Health may reasonably require.

5.2 The insurance must be with an insurer satisfactory to SA Health and the Supplier must provide a copy of the certificate(s) of insurance for such policies if required by SA Health.

## 6. INDEMNITY

The Supplier indemnifies SA Health and must keep SA Health indemnified against all:

- 6.1 costs of any nature arising out of or in connection with any claim that the Goods or Services provided by the Supplier infringe the intellectual property rights of any third party; and
- 6.2 damages, losses and costs of any nature arising out of or in connection with any breach of obligation or warranty under this Purchase Order or any negligence of the part of the Supplier.

## 7. GENERAL

7.1 This Purchase Order sets out the entire agreement between the parties with respect to the supply of Goods and Services EXCEPT if this Purchase Order is issued under a separate contract between the parties (as specified in the Purchase Order) in which case the terms and conditions of such contract will apply.

7.2 The laws in force in South Australia apply to this Purchase Order and the courts of South Australia have exclusive jurisdiction in respect of disputes arising from it.