

By accepting this Purchase Order, the Subcontractor named in the Schedule agrees to supply the Services subject to the conditions set out below.

TERMS & CONDITIONS

1. Definitions

- 1.1 “*Order*” means this Order and includes the terms and conditions set out in the Order and the Subcontract.
- 1.2 “*Power Serve Group*” or “*PSG*” means whichever of Power Serve Proprietary Limited (ABN 27-060-977-513) or Power Serve Communications Proprietary Limited (ABN 36-111-705-321) is indicated in item 1 of the Schedule to this Order or if neither is indicated, Power Serve Pty Ltd. Power Serve Proprietary Limited and Power Serve Communications Proprietary Limited are Australian companies having their registered offices at 75 Webbers Creek Road, Paterson, in the State of New South Wales.
- 1.3 “*Subcontractor*” means the entity named at Item 2 of the Schedule to this Order.

2. Agreement

- 2.1 This Order and the Subcontract constitute the entire agreement between PSG and the Subcontractor and supersede all representations, prior arrangements, understandings and negotiations in respect of the matters dealt with therein. The parties expressly acknowledge that no representations or warranties have been given by either of them other than those contained in this Order and the Subcontract.
- 2.2 The Subcontractor acknowledges that any condition in any offer or quotation given by the Subcontractor which is directly or indirectly inconsistent with any term of this Order is void and of no effect, whether given before or after the date of this Order.
- 2.3 This Order may be varied only by further agreement in writing executed by both parties.
- 2.4 After accepting this Order, the Subcontractor may not suspend, rescind or terminate this Agreement other than in accordance with the terms of this Order.

3. Acceptance

- 3.1 The Subcontractor shall be deemed to have accepted the Order upon:
 - (a) signing and returning a copy of the Order to PSG; or
 - (b) signing and returning any acceptance or acknowledgment slip to PSG; or
 - (c) indicating in writing or by email that it has accepted the Order; or
 - (d) by commencing the Works under this Order.



PURCHASE ORDER TERMS & CONDITIONS FOR SUPPLY OF SERVICES



POWER SERVE PURCHASE ORDER

SCHEDULE

1. PSG

In this Order "Power Serve Group" or "PSG" refers to:

- Power Serve Proprietary Limited (ABN 27-060-977-513)
- Power Serve Communications Proprietary Limited (ABN 36-111-705-321)

2. Subcontractor:

.....

[ABN __ - __ - __ - __]

Address:

..... State: Postcode:

3. Subcontract Sum (exclusive of GST)

in words:

..... dollars and cents,

in figures: \$

4. Payment & Due Date

In accordance with the Subcontract

5. Consultancy or Subcontract Works with significant design component

Power Serve Special Conditions for Consultancy or Subcontract Works with significant design component **are/are* NOT** included as Special Conditions of the Subcontract
[* delete whichever is not applicable]

6. Commonwealth Code

Does **not** apply

PSG

Supplier



PURCHASE ORDER TERMS & CONDITIONS FOR SUPPLY OF SERVICES



Issued by Power Serve Group

Date: 20.....

Authorised by:
[Signature]

.....
[Name in Block Letters]

.....
[Position]

SUBCONTRACTOR ACCEPTANCE

Accepted for and on behalf of

I am authorised to act on behalf of the organisation named below and accept this Order subject to the above terms and conditions.

Date: 20.....

.....
[Signature]

.....
[Name in Block Letters]

.....
[Position]