



PWR Purchase Order Terms and Conditions

1. General

These terms and conditions (“**Terms**”) apply to all purchase orders (“**PO**”) issued by Paull and Warner Resources (“**PWR**”) to suppliers (“**Supplier**”). Acceptance of the PO constitutes agreement to these Terms. No other terms, including Supplier’s terms and conditions, shall apply unless explicitly agreed to in writing by PWR.

2. Definitions

- “**Goods**”: Products or materials to be delivered by Supplier as specified in the PO.
- “**Services**”: Tasks or activities performed by Supplier as specified in the PO.
- “**Delivery Date**”: The date specified in the PO by which Goods or Services must be delivered.
- “**Defective Goods**”: Goods that do not conform to the specifications or requirements set forth in the PO.

3. Acceptance of Purchase Order

The PO is deemed accepted by Supplier upon the earlier of: (a) written confirmation of acceptance, (b) commencement of work, or (c) delivery of Goods or Services. Any modifications to the PO must be approved by PWR in writing.

4. Delivery and Performance

4.1 Delivery Requirements

Goods and Services must be delivered or performed in accordance with the specifications, quantities, and Delivery Date outlined in the PO. The supplier shall notify the buyer within 48 Business hours of receiving the PO if the delivery date cannot be met and shall refrain from partial shipments unless specifically authorized by PWR.

4.2 Late Delivery

If Supplier fails to meet the Delivery Date, PWR reserves the right to:

- (a) cancel the PO without liability;
- (b) require expedited shipping at Supplier’s expense; or
- (c) claim damages resulting from the delay.

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4.3 Title and Risk

Title of the Goods passes to PWR upon delivery and acceptance. Risk of loss remains with Supplier until accepted by PWR.

5. Inspection and Acceptance

PWR reserves the right to inspect Goods or Services upon delivery or completion. Acceptance is subject to verification of compliance with the PO. Payment does not constitute acceptance. PWR may reject Defective Goods or Services and require repair, replacement, or a refund at Supplier's expense.

6. Pricing and Payment Terms

6.1 Pricing

Prices are fixed as stated in the PO. No additional charges (e.g., for packaging, delivery, or taxes) shall apply unless specified in the PO.

6.2 Invoices

Invoices must include the PO number, description of Goods or Services, quantities, unit prices, and total amounts. All invoices are to be directed to invoices@pwr.net.au. Incorrect, incomplete or invoices sent to the wrong location may be rejected.

6.3 Payment Terms

Payment will be made within 60 days commencing from the end of the month of receipt of a correct invoice and acceptance of Goods or Services, unless otherwise specified in the PO.

7. Warranties

Supplier warrants that:

- (a) Goods are free from defects in design, materials, and workmanship;
- (b) Goods and Services comply with specifications and applicable laws;
- (c) Goods are fit for their intended purpose; and
- (d) Services will be performed with professional skill and care.

8. Compliance

8.1 Laws and Regulations

Supplier must comply with all applicable laws, regulations, and standards, including safety, environmental, and labour laws.

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8.2 Ethical Practices

Supplier shall adhere to ethical business practices and must not engage in bribery, corruption, or unethical behaviour in connection with fulfilling the PO.

9. Intellectual Property

All intellectual property rights in any materials, designs, or specifications provided by PWR remain the property of PWR. Supplier shall not use PWR's intellectual property for any purpose other than fulfilling the PO.

10. Confidentiality

Supplier must maintain the confidentiality of all information disclosed by PWR and use it solely for the purpose of fulfilling the PO. Supplier shall not disclose such information to third parties without PWR's prior written consent.

11. Indemnification

Supplier agrees to indemnify and hold harmless PWR, its employees, and agents from any claims, damages, or liabilities arising from:

- (a) Supplier's breach of these Terms;
 - (b) defects in Goods or Services; or
 - (c) Supplier's negligence or misconduct.
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12. Termination

12.1 For Convenience

PWR may terminate the PO at any time without cause by providing written notice. PWR will pay for Goods or Services delivered and accepted prior to termination.

12.2 For Cause

PWR may terminate the PO if Supplier breaches these Terms or fails to meet the PO's requirements. PWR may recover any costs incurred as a result of such breach.

13. Limitation of Liability

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PWR

Paull & Warner Resources Pty Ltd **ABN** 38 134 252 565

26 Miles Road Kewdale WA 6105

E Invoices@pwr.net.au **P** 08 9471 4900

PWR's liability is limited to the payment of the PO amount. Under no circumstances shall PWR be liable for indirect, incidental, or consequential damages.

14. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of Western Australia. Any disputes shall be resolved through negotiation in good faith. If unresolved, disputes may be submitted to arbitration in accordance with the rules of the Australian Centre for International Commercial Arbitration (ACICA).

15. Entire Agreement

These Terms, along with the PO, constitute the entire agreement between PWR and Supplier. No modifications shall apply unless agreed in writing by both parties.

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