



CONDITIONS OF PURCHASE (GOODS ONLY)

SYDNEY AIRPORT CORPORATION LTD (ABN 62 082 578 809)

This is the contract under which (subject to any variation agreed in writing) the Seller supplies Goods to Sydney Airport. Each time the Seller accepts an Order for Goods from Sydney Airport, then the Seller accepts these conditions of purchase.

1. In these conditions of purchase:
 - (a) **Conditions** means these conditions of purchase, which form the contract between Sydney Airport and the Seller for the supply of Goods.
 - (b) **Goods** means the goods described in an Order.
 - (c) **Order** means an order for Goods:
 - (i) made by a representative of Sydney Airport to the Seller; and
 - (ii) accepted by a representative of the Seller,
either orally or in writing.
 - (d) **Price** means the price for the Goods (including delivery) agreed between Sydney Airport and the Seller, being:
 - (i) the price described in the Order; or
 - (ii) if no price is described in the Order, then the price set out in the most recent schedule of prices agreed between Sydney Airport and the Seller.
 - (e) **Sydney Airport** means Sydney Airport Corporation Limited (ABN 62 082 578 809).
 - (f) **Seller** means the person or company to whom the Order is directed and who will supply the Goods to Sydney Airport.
2. The Seller agrees that:
 - (a) an Order is an offer by Sydney Airport to the Seller to purchase the Goods in accordance with the Order whether signed on behalf of Sydney Airport or not; and
 - (b) if the Seller supplies the Goods to Sydney Airport, it does so on the terms set out in these Conditions,

unless otherwise agreed in writing by Sydney Airport.

3. The Seller must supply the Goods to Sydney Airport:
 - (a) in accordance with the description;
 - (b) in the quantity;
 - (c) at the Price;
 - (d) by the time (which time is of the essence); and
 - (e) in a fit and proper condition, as described in the Order.
4. When supplying the Goods to Sydney Airport, the Seller must:
 - (a) ensure that all invoices and packing slips and all other correspondence relating to the Order must show a Sydney Airport purchase order number as printed on the Order or as otherwise notified by a representative of Sydney Airport to the seller. Sydney Airport is unable to acknowledge receipt of the goods nor process payment of the goods unless the purchase order number is included in the documentation issued by the seller in relation to the Goods. The seller acknowledges that Invoices which do not quote the purchase order number will be returned to the Seller for insertion of the required information;
 - (b) show the name of the Sydney Airport representative who made the Order on any invoice, packing slip or correspondence relating to the Order;
 - (c) deliver the Goods to that representative at the address requested by Sydney Airport in its Order, or to such other person as that Sydney Airport representative directs; and
 - (d) ensure that the Goods are properly packed for delivery.
5. For each Order, Sydney Airport will inform the Seller whether it accepts the Goods, after Sydney Airport has had an opportunity to inspect the Goods supplied.
6. If the Seller does not supply the Goods in accordance with clauses 3 & 4 of these Conditions, then Sydney Airport may, at its complete discretion:
 - (a) accept the Goods, if Sydney Airport informs the Seller that it will do so; or
 - (b) refuse to accept the Goods, in which case:
 - (i) Sydney Airport will inform the Seller to collect the Goods from it; and
 - (ii) the Seller must do so immediately, at the Seller's cost.
7. If:
 - (a) the Seller has supplied the Goods in accordance with the order:
 - (b) Sydney Airport accepts the Goods; and

- (c) the Seller has issued a valid tax invoice to Sydney Airport which:
 - (i) reflects the terms of the Order;
 - (ii) includes Sydney Airport's purchase order number;
 - (iii) includes the relevant Sydney Airport contact in relation to the order;
 - (iv) includes the Seller's bank account details to enable EFT payment transmission; and
 - (v) is sent electronically to Sydney Airport Accounts Payable at Accounts.Payable@syd.com.au

Sydney Airport will pay the Seller the Price by electronic funds transfer by the end of the month following the month in which Sydney Airport receives the valid tax invoice from the Seller in accordance with paragraph 7(c).

- 8. The Price for all Goods supplied under an Order is inclusive of GST.
- 9. The Seller:
 - (a) warrants that the supply of the Goods to Sydney Airport will not infringe any patent, copyright, trade secret or other rights, whether proprietary, contractual or equitable, of any third party, in Australia or elsewhere; and
 - (b) indemnifies Sydney Airport for any loss, damage, cost, liability or expense arising out of any breach or claimed breach of this warranty.
- 10. The Seller must not, without the prior written consent of Sydney Airport, disclose to anyone else (including by way of advertising) the existence or details of any Order, unless that disclosure is reasonably necessary to enable the Seller to supply the Goods to Sydney Airport.
- 11. These Conditions and any other made pursuant to them, are governed by the laws of New South Wales