



NSW Electricity Networks Operations Pty Ltd trading as:

**TransGrid**

ABN 70 250 995 390

PO Box A1000 Sydney South NSW 1235

## Purchase Order

**T71920-05**

**10/11/16**

033902 POWERCOR NETWORK SERVICES P/L  
LEVEL 9,  
40 MARKET STREET  
MELBOURNE VIC 3000  
Attn:

IN ACCORDANCE WITH SCHEDULES DATED  
3/6/16

001 Services associate with outage 406497/001  
arrangements switching and issue  
of permits at WOD and DED subs  
for weed control as per schedule  
Due Date 12/08/16  
See Clause(s): 0010

PURCHASE ORDER CLAUSES  
0010 PRICES ARE NOT SUBJECT TO VARIATION AND  
EXCLUSIVE OF GST

ENQUIRIES: [REDACTED] PH: 02 9620 0192

**ORDER PRICES ARE SHOWN EXCLUSIVE OF GST.**

[REDACTED]

## TransGrid - Conditions of Order

The following conditions shall apply in the absence of TransGrid's Conditions of Order for Goods, Works and Services or Services.

**Clause (1) Legal Construction** – the Contract established by the issue of the Principal's Purchase Order will be deemed to have been made in the State of New South Wales.

### **Clause (2) Glossary of Terms**

"Works" – Means the whole of the Work to be executed in accordance with the Contract.

"Work" includes the provision of goods and materials.

"Principal" – Means TransGrid, being the trading name of NSW Electricity Networks Operations Pty Limited ACN 609 169 959 as trustee for NSW Electricity Networks Operations Trust ABN 70 250 995 390.

"Contractor" – Means the person bound to carry out and complete the Works.

**Clause (3) Delivery** - The delivery of only parts of an item or components making up an item will not be accepted unless agreed to by the Principal.

**Clause (4) Risk and Property** - The risk and property in any goods and materials shall pass to the Principal upon being unloaded at the delivery point or at point of pick-up by the Principal as nominated in the Purchase Order.

**Clause (5) Insurance** – The Contractor shall, prior to commencing work under the contract, take out and hold for the duration of the work, current insurance policies covering Public Liability and Worker's Compensation.

**Clause (6) Rejection** - The Principal may, within a reasonable time after the delivery of any goods or materials reject the same where they are not in accordance with the Contract. The defective goods shall be promptly removed from the Principal's premises by the Contractor at its expense and unless the Principal has exercised its right of cancellation, such goods or materials shall be replaced with goods or materials which are in accordance with the Contract.

**Clause (7) Defects Liability** – Where a defect or damage to the goods due to faulty materials, workmanship or design becomes apparent within 12 months after delivery, the Contractor shall replace and deliver to the Principal replacement goods that comply with the requirements of the Contract.

**Clause (8) Terms of Payment** - Invoices shall be forwarded to the Accounts Payable Manager, TransGrid, at P.O. Box A1000, Sydney South NSW 1235. TransGrid's purchase order number must be shown on the invoice.

Invoices are payable following delivery of acceptable goods or proper performance of work/services not later than the end of the month following the month in which an invoice is received from the Contractor.

Payment of Accounts - If payment is not made within the time provided for in the terms of payment the matter can be taken up with TransGrid's Customer Services Officer by telephone on (02) 9284 3199. Specific complaints in respect to overdue payments may be taken up with TransGrid's Accounts Complaints Officer, the Accounts Payable Manager, by telephone on (02) 9284 3094.

**Clause (9) Cancellation** - If the Contractor fails to comply with its obligations under the Contract, the Principal shall be at liberty to cancel the Purchase Order. The Principal shall not exercise the right of cancellation without giving consideration to the causes of the Contractor's failure to comply with its obligations under the Contract.

**Clause (10) Goods and Services Tax (GST)** - The tendered prices are exclusive of GST. TransGrid will pay the Contractor the amount of GST properly payable under the GST legislation, provided the Contractor has issued the Principal with a valid Tax Invoice. The Contractor shall notify TransGrid within seven days if the Contractor ceases to be GST registered.

**Clause (11) Site Security, Health, Safety and Environment** – The Contractor shall comply with TransGrid's Health, Safety, and Environment Requirements which is available from the Principal's Representative. The Contractor will also comply with the Australian Privacy Principles in the Privacy Act 1988.

**Clause (12) Assignment of Contract** – The Principal or the Contractor shall not without the written approval of the other and except on such terms and conditions as agreed in writing by the other, assign the Contract or any payment there under.

**Clause (13) TransGrid Business Ethics** – All dealings by the Contractor with the Principal, employees, Contractors and sub-Contractors shall be undertaken in compliance with "TransGrid's Business Ethics, a Guide to Contractors, Customers and Suppliers", which is available from the Commercial Contact Officer or can be viewed by visiting TransGrid's Tender Opportunities web page at [www.transgrid.com.au](http://www.transgrid.com.au)