

Tel: +61 (0)7 3812 1450 · Fax: +61 (0)7 3281 3250
info@watertanks.org.au · info@rotationalmoulding.com
www.watertanks.org.au · www.rotationalmoulding.com
1st Floor, 40 Ipswich City Mall (PO Box 826) Ipswich 4305 Qld Australia



ASSOCIATION OF
ROTATIONAL MOULDERS
AUSTRALASIA INC

ARMA SHORT FORM AGREEMENT FOR THE SUPPLY OF GOODS

Template

EXAMPLE ONLY

This document has been developed as a guide to some of the items that should be considered in your contract to supply of goods. The template must be taken in conjunction with your company's own independent legal advice for further development.

ARMA SHORT FORM AGREEMENT FOR THE SUPPLY OF GOODS

DATED THE _____ DAY OF _____ 20____

BETWEEN:

Your Rotational Moulding Company Pty Ltd

Your Address

Your ACN 123 456 789

AND:

Your Client's Company Details Pty Ltd

Your Client's Address

Your Client's ACN

THE PARTIES:

BETWEEN: **Your company details (the “Supplier”)**

AND: **Your customer’s details (the “Customer”)**

1. THE ENGAGEMENT

- 1.1. The customer has engaged the Supplier to supply the goods described in Item One of the Schedule (the “Contract Goods”) and the Supplier has agreed to supply the Contract Goods for the customer.
- 1.2. The Supplier represents to the Customer that the Supplier has the appropriate level of skill, knowledge, experience and expertise in providing the Contract Goods and will provide the Contract Goods to a reasonable standard consistent with relevant codes of practise & legislation.
- 1.3. The parties acknowledge that the engagement of the Supplier is on a non-exclusive basis and nothing in this Agreement in any way prevents the Customer from appointing any other supplier, person or entity to provide any goods similar to the Contract Goods.

2. PRICES & PAYMENT

- 2.1. The Customer has agreed to pay the Supplier the Contract Sum for the Contract Goods as set out in Item Two of the Schedule on the terms and in the method set out in Item Three of the Schedule. The Contract Sum includes GST and is the full amount which the Customer must pay for the Contract Goods. The Supplier must issue a Tax Invoice for the Contract Goods supplied. The Customer will pay for the Contract Goods as provided in Item Three of the Schedule.
- 2.2. If for whatever reason the Customer does not pay for any Contract Goods when payment becomes due the Supplier may, without being in breach of this Agreement, suspend supply of the Contract Goods until all outstanding payments have been made. If the Customer fails to make such payment within 7 days of any request for payment, then the Supplier may terminate this Agreement by giving notice in writing to the Customer to that effect.
- 2.3. Until the Supplier is paid the Contract Sum by the Customer, the Supplier is entitled to hold by way of lien as security for such payment all the Customer’s property (if any) in the Supplier’s possession.
- 2.4. The Supplier must add and separately identify on each of its Tax Invoice all GST.
- 2.5. The Supplier may from time to time by notice in writing to the Customer increase the Prices provided that it will not do so more than the number of times set out in Item Four of the Schedule in any period of 12 months and the total of all such increased in any 12 months will not be more than the percentage set out in Item Four of the Schedule.

3. QUALITY OF CONTRACT GOODS

- 3.1. The Contract Goods must be of reasonable quality, confirm with their description and be reasonably manufactured consistent with the intended purposes.
- 3.2. The Contract Goods must comply with all relevant safety standards, codes of practice and applicable legislation.
- 3.3. Item Six of the schedule shall identify who is responsible for the structural design of the contract goods. This design shall then be made available to both parties and shall form the basis for quality control of manufactured goods.

4. ORDERING, DELIVERY AND PACKAGING

- 4.1. All Contract Goods must be ordered by the Customer on the Supplier’s standard order form or standard method which order form or method the Supplier may from time to time change.
- 4.2. Unless otherwise agreed in writing the Contract Goods must be delivered to the Customer within the number of days set out in Item Five of the Schedule from the date that they are ordered.

- 4.3. Delivery will take place at the Supplier’s warehouse. The Contract Goods must be packaged in such a manner as to allow the Contract Goods to be transported to the Customer or as the Customer may direct and not be damaged in the usual or normal course of such transportation.
- 4.4. The Customer may require any particular packaging of the Contract Goods provided that if this is different from the manner in which the Supplier usually packages those Contract Goods, all such additional costs will be borne by the Customer. The transportation costs from the place of delivery will be borne by the Customer.

5. BREACH BY SUPPLIER

If the Supplier breaches any of its contractual obligations under this Agreement and fails to remedy that breach promptly and in any event within 7 days of being requested in writing by the Customer to remedy the breach, then the Customer may by written notice to the Supplier terminate this Agreement. Upon termination of the Agreement, the Customer is only obliged to pay the Supplier for the Contract Goods actually supplied to the Customer. The Supplier will be entitled, notwithstanding such termination, to claim as a debt owing any amount due to the Supplier on termination and claim damages in respect of any loss sustained by the Supplier including loss of profits resulting from the breach.

6. WARRANTY

The Supplier warrants that all the Contract Goods will be manufactured in accordance with the structural design, relevant codes of practice & legislation and will be capable of being used by the Customer for their intended purpose. If, for whatever reason, the Contract Goods do not reasonably conform with this requirement, the Supplier will on request and at no cost to the Customer make good the Contract Goods so that the Customer can use the Contract Goods for their intended purpose. This warranty does not apply if the Customer incorrectly uses the Contract Goods. Item Seven of the schedule shall define what warranties shall apply to the Contract Goods.

7. TERMINATION

Either party may terminate this Agreement at any time after 12 months from the date hereof by giving to the other party one month’s prior written notice to that effect. On the expiry of that month (the “Termination Date”) this Agreement will be at an end. The Supplier must be paid by the Customer up to and including the Termination Date for all Contract Goods ordered before the Termination Date.

EXECUTED BY THE PARTIES AS AN AGREEMENT

SIGNED BY:)
(The Supplier))

SIGNED BY:)
(Witness))

SIGNED BY:)
(The Client))

SIGNED BY:)
(Witness))

SCHEDULE

- Item One: Description of Contract Goods Including Quantities
- Item Two: Contract Sum
- Item Three: Method & Terms of Payment
- Item Four: Variation of Prices *(Eg How many are allowed per year)*
- Item Five: Number of days from the date of order to delivery *(Eg 21)*
- Item Six: Structural Design Details
- Item Seven: Warranty Details
(Eg Statutory warranties only shall apply, or an additional 10 year manufacturers warranty shall apply)

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