1. APPLICATION OF TERMS AND CONDITIONS

These terms and conditions apply to the supply of goods and/or services described in any purchase order issued by Greyhound Racing Victoria (Purchaser) to the person specified in the Purchase Order as the Supplier (referred to as the Order). The Supplier is bound by the terms and conditions when the Supplier accepts the Purchase Order. These terms and conditions include all the terms and conditions set out in this Order. Any date the Supplier must deliver the goods and/or services is also set out in the Order together with the period for which any services will be provided (duration). If no duration is specified, the Supplier will continue to provide the services until this Order is cancelled or completed as set out in these terms and conditions.

2. TITLE AND RISK

Title and the risk in any goods ordered pursuant to this document will pass to the Purchaser after the goods have been accepted by the Purchaser.

3. INSPECTION AND REJECTION

Goods delivered in accordance with this Order are deemed accepted when they have been inspected by an authorised representative of the Purchaser and not rejected, or the Purchaser otherwise fails to reject the goods within the time for inspecting them. Acknowledgement of delivery by or on behalf of the Purchaser will not constitute acceptance of the goods for these purposes and these terms and conditions. The Purchaser may reject any goods, even after they have been accepted, if they are defective or not in accordance with the Purchaser’s specifications or are not fit for the purpose for which they were purchased. Any payment made for goods prior to inspection will not constitute acceptance and the Supplier must refund to the Purchaser any payment made in respect of goods (including transportation costs) immediately on receipt of advice of rejection. Rejected goods will be held entirely at the risk of the Supplier. Rejected goods must be removed by and at the expense of the Supplier within 7 days of the Supplier being notified of the rejection. If the Supplier fails to remove the goods then the Purchaser may do so, at the Supplier’s cost.

4. DELIVERY

(i.) The Supplier must deliver the goods as specified in this Order and the Purchaser will not be required to accept or pay for quantities of goods in excess of that set out in this Order. The Purchaser accepts no responsibility for any goods delivered to locations other than those specified on this Order.

(ii.) Unless otherwise agreed in writing, all goods must be Delivered Duty Paid (DDP) to nominated delivery point. The Supplier will bear all costs for delivering and insuring the goods under a goods in transit policy with a reputable insurer authorised under Australian law.

(iii.) All goods delivered must be accompanied by a delivery docket detailing the official Order number, and/or an advance shipping notice (if the Purchaser’s requirements under the Order, or otherwise in the course of providing the goods and/or performing the services (Developed IP).”

(iv.) The Supplier assigns to the Purchaser all intellectual property rights created or developed by or on behalf of the Purchaser to meet the Purchaser’s requirements under the Order, or otherwise in the course of providing the goods and/or performing the services (Developed IP).”

(v.) The Purchaser maintains this Order or any part of this Order for convenience at any time by providing the Supplier with 48 hours notice. Where the Purchaser cancels this Order for convenience under this clause, the Purchaser will pay the Supplier the price for the goods and/or services provided by the Supplier under this Order up to the date of cancellation.

(vi.) The Purchaser may cancel this Order or any part of this Order if the Supplier does not make deliveries strictly in accordance with the delivery schedule, commits any breach of the terms of this Order, becomes insolvent, is unable to pay its debts when due and payable, or commits an act of bankruptcy or has a liquidator, receiver or official manager appointed to it or if the Supplier ceases or indicates that it will cease carrying on business. This right of cancellation is in addition to any other remedies which the Purchaser may have in law or equity.

(vii.) On completion or cancellation of this Order the Purchaser must immediately return to the Supplier, or destroy (at the Purchaser’s option) all copies of the Purchaser’s materials (including materials relating to Developed IP and all confidential information) and must not make any further use of such materials without the Purchaser’s prior written consent.

5. INTELLECTUAL PROPERTY RIGHTS

(i.) All rights (including intellectual property rights such as copyright, trade marks and any other rights usually included in this definition and any other document rights, specifications and data) in the goods and/or services supplied by the Supplier under this Order will be owned by or licensed to the Purchaser.

(ii.) The Supplier assigns to the Purchaser all intellectual property rights created or developed by or on behalf of the Purchaser to meet the Purchaser’s requirements under the Order, or otherwise in the course of providing the goods and/or performing the services (Developed IP).”

(iii.) The Supplier must not, and must ensure that its employees, agents and contractors do not, disclose to any person, without the prior approval of the Purchaser or the Supplier’s directors, employees and contractors, any confidential, proprietary or trade secrets of the Supplier or its customers acquired in the course of providing the goods and/or services under this Order.

(iv.) The Purchaser may use, disclose, copy or reproduce the Developed IP for the purposes of providing the goods and/or performing the services under this Order.

(v.) Any intellectual property rights incorporated in the goods or used in the services which are not Developed IP are licensed to the Purchaser on a royalty-free, perpetual, irrevocable, sub-licensable and transferable basis to the extent necessary to enable the Purchaser to use and have the full benefit of the relevant goods and/or services.

(vi.) The Supplier may only use, disclose, copy or reproduce the Developed IP for the purposes of providing the goods and/or performing the services under this Order.

(vii.) The Supplier must not, and must ensure that its employees, agents and contractors do not, disclose to any person, without the prior approval of the Purchaser or the Supplier’s directors, employees and contractors, any confidential, proprietary or trade secrets of the Supplier or its customers acquired in the course of providing the goods and/or services under this Order.

6. CANCELLATION

(i.) The Purchaser may cancel this Order or any part of this Order for convenience at any time by providing the Supplier with 48 hours notice. Where the Purchaser cancels this Order for convenience under this clause, the Purchaser will pay the Supplier the price for the goods and/or services provided by the Supplier under this Order up to the date of cancellation.

(ii.) The Purchaser must not, and must ensure that its employees, agents and contractors do not, disclose to any person, without the prior approval of the Purchaser or the Supplier’s directors, employees and contractors, any confidential, proprietary or trade secrets of the Supplier or its customers acquired in the course of providing the goods and/or services under this Order.

7. LIABILITY

(a.) The Supplier warrants to the Purchaser that:

(b.) All goods supplied pursuant to this Order are of merchantable quality, of good material and workmanship, reasonably fitted for their intended purpose and are free from defects;

(c.) Replacement parts will be delivered within 30 days of the date of the order and the Purchaser will have at least 12 months’ notice of any replacement parts being made obsolete;

(d.) The Supplier has the right to sell the goods and the goods are free from any charge, encumbrance or other security interest;

(e.) The goods will be free from defects for 12 months from acceptance or for the period offered by the manufacturer (if longer);

(f.) All goods supplied pursuant to this Order are of merchantable quality, of good material and workmanship, reasonably fitted for their intended purpose and are free from defects;

(g.) Replacement parts will be delivered within 30 days of the date of the order and the Purchaser will have at least 12 months’ notice of any replacement parts being made obsolete;

(h.) The Supplier has the right to sell the goods and the goods are free from any charge, encumbrance or other security interest;

(i.) The goods will be free from defects for 12 months from acceptance or for the period offered by the manufacturer (if longer).