

Purchasing Terms and Conditions

1. Definitions

“Buyer” means Luna Nameplate Industries Pty Ltd (LNI).

“Supplier” means the party providing the goods or services.

“Goods” includes all materials, components, and products supplied under a Purchase Order.

“Services” includes all work performed by the Supplier for the Buyer.

“Purchase Order” means the Buyer’s written order for Goods and/or Services.

2. Application

These Terms and Conditions apply to all Purchase Orders issued by the Buyer. Acceptance of a Purchase Order constitutes acceptance of these Terms and Conditions unless expressly varied in writing by the Buyer.

3. Price and Payment

Prices are fixed and not subject to increase unless agreed in writing.

Payment terms are [e.g., 30 days end of month] from the date of a valid tax invoice, unless otherwise agreed.

Invoices must reference the relevant Purchase Order number.

4. Delivery

Time is of the essence. Goods must be delivered by the date specified in the Purchase Order.

The Supplier must notify the Buyer immediately of any expected delay.

Delivery must be made to the address specified in the Purchase Order, with proper documentation and packaging.

5. Title and Risk

Title to Goods passes to the Buyer upon delivery and acceptance.

Risk in Goods remains with the Supplier until delivery and acceptance by the Buyer.

6. Quality and Warranty

The Supplier warrants that all Goods:

- are free from defects in design, material, and workmanship,

- conform to specifications, samples, and drawings, and
- are fit for the purpose intended by the Buyer.

The Supplier warrants that Services will be performed with due skill and care.

Defective Goods or Services may be rejected and returned at the Supplier's cost.

7. Compliance

The Supplier must comply with all applicable laws, regulations, and industry standards.

The Supplier must ensure that Goods comply with relevant safety and environmental requirements.

8. Confidentiality

All information supplied by the Buyer in connection with a Purchase Order is confidential and must not be disclosed to third parties without prior written consent.

9. Intellectual Property

All intellectual property created for or supplied to the Buyer vests in the Buyer unless otherwise agreed in writing.

10. Termination

The Buyer may terminate a Purchase Order immediately if:

- the Supplier breaches these Terms and Conditions,
- the Supplier becomes insolvent, or
- delivery is not made in accordance with the Purchase Order.

11. Indemnity

The Supplier indemnifies the Buyer against all claims, losses, or damages arising from:

- defective Goods or Services,
- breach of these Terms and Conditions, or
- negligence or misconduct of the Supplier.

12. Governing Law

The laws of the State of Victoria, Australia, govern these Terms and Conditions. The parties submit to the jurisdiction of the courts of the State of Victoria.