| **Item** | **General Details** |
| --- | --- |
| **1** | **Master Supply Agreement**  | MSA Number: |  |
| Date Created: |  |
| This is a Purchase Order made under the Master Supply Agreement with the Supplier and the NSW Government Department of Finance and Services (MSA). Once signed by both parties, this Purchase Order forms a 'Supply Contract' for the purposes of the MSA. |
| **2** | **Supplier** | Name: |  |
| ACN: |  |
| Address: (if different from MSA) |  |
| **3** | **Customer** | Name: |  |
| Address: |  |
| **4** | **Authorised Representatives** | Supplier: | Name |  |
| Position |  |
| Address |  |
| Phone |  |
| Fax |  |
| email |  |
| Customer: | Name |  |
| Position |  |
| Address |  |
| Phone |  |
| Fax |  |
| email |  |
| **5** | **Address for Legal Notices** | Supplier: | Notices should be sent: As per the details in the MSA 🞎 or as per the details below 🞎  |
|  | Name |  |
|  | Position |  |
|  | Address |  |
|  | Fax |  |
| Customer: | Notices should be sent: To the Customer's Authorised Representative above 🞎 or as per the details below 🞎 *Note: If the Customer's Authorised Representative will receive notices, they must not be given by email.*  |
|  | Name |  |
|  | Position |  |
|  | Address |  |
|  | Fax |  |
| **6** | **Additional Terms** | Tick one or more as applicable:🞎 Equipment Terms🞎 Infrastructure Terms🞎 Services Terms |
| **Details of Equipment, Infrastructure and/or Services to be Provided** |
| **7** | **Standard Order**  | 🞎 Purchase Order is for Equipment, Infrastructure or Services where the descriptions, specifications and pricing are contained in the MSA: |
| **Item** | **Item Reference No (if applicable)** | **Quantity Ordered** | **Unit Price (ex GST)** | **Total Price for Item (ex GST)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Delivery Address** |  |
| **Delivery Date** |  |
| **Set out any special instructions such as delivery details:** |
| **8** | **Contract Specific Requirements** | 🞎 Purchase Order is for Equipment, Infrastructure and/or Services set out in the following Supply Contract documentation: *Attach as appropriate:*🞎 *Specifications*🞎 *Statement of Work*🞎 *Service Level Agreement*🞎 *Support Services agreement/description (if so, state when Support Services will commence, on Acceptance, or not until expiry of Warranty Period.)*🞎  *Customer Requirements*🞎 *Drawings*🞎  *Project Plan or milestones with milestone dates including any retentions*🞎  *Customer Supplied Items*🞎  *Other ...... specify:* |
| **9** | **Services Term** | *If the Supplier is to perform services for a period (such as managed services) set out the term.* |
| **Details of Pricing and Payment** |
| **10** | **Pricing** | 🞎 As per Item 7 of this Purchase Order🞎 As per attached Pricing and Payment Plan |
| **11** | **Payment** | 🞎 On Acceptance 🞎 On Delivery🞎 As per the attached Pricing and Payment Plan |
| **12** | **Termination for Convenience Payments** | 🞎 Applies as follows:  *[Identify any applicable categories where Customer may be obliged to pay amounts if Customer exercises its right to terminate for convenience.]* |
| **Performance Details** |
| **13** | **Specified Personnel** | 🞎 None 🞎 Yes, as follows:*[List Supplier specified personnel and roles.]* |
| **14** | **Approved Subcontractors as at date of Purchase Order** |  |
| **15** | **Contract Management and Reviews** |  |
| **16** | **Reporting** | *[List reports Supplier is required to provide, content and timing.]* |
| **17** | **IPR** | Customer Owned New Materials |
| **18** | **Liquidated Damages** |  |
| **19** | **Performance Guarantee** | 🞎 Yes 🞎 No |
| **20** | **Financial Security** | 🞎 Yes 🞎 No |
| **21** | **Approved Agents** |  |
| **22** | **Warranty Period** | ***State if a warranty period other than as specified in clause 1.98of Schedule 1 applies*** |
| **23** | **Management Committee**  | ***State if Management Committee is to be established******If so, set out its members, frequency of meetings, details of any additional functions etc*** |
| **24** | **Test Items** | ***Are Contracted Items Test Items?***🞎 Yes 🞎 No |
| **25** | **WHS Principal Contractor** | ***Note: only applicable if a) the Services Terms are applicable (see Item 6 above) and b) the Supplier is providing Construction Services******Is the Supplier to be engaged as the 'principal contractor' for work health and safety purposes?*****🞏 Yes – then clauses 15.15 and 15.16 of the Services Terms apply and the site plan detailing the Construction Site is as attached to, and forming part of, the Order Documents.*****Note: attach site plan detailing the Construction Site in respect of which the Supplier is the WHS Principal Contractor.*****🞏 No – then clauses 15.15 and 15.16 of the Services Terms do not apply.** |

**EXECUTED** as an agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed for and on behalf of [insert name of Customer]** by [insert name of Customer's Authorised Representative] but not so as to incur personal liability |  |  |  |
|  |  |  |  |
| Print Name |  | Signature of Customer Representative |  |
|  |  |  |  |
| Date |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed for and on behalf of [insert Supplier's name and ACN/ABN]** by [insert name of Supplier’s Authorised Representative] but not so as to incur personal liability |  |  |  |
|  |  |  |  |
| Print Name |  | Signature of Authorised Signatory |  |
|  |  |  |  |
| Date |  |  |  |