

Terms and conditions of purchase of minor goods and services

1 CONTRACT

- (a) The following documents form the entire Agreement between the parties:
- (i) the Order;
 - (ii) these terms and conditions; and
 - (iii) other documents referred to in the Order.

If there is any inconsistency, discrepancy or ambiguity between the documents listed in this clause 1(a), it will be resolved by giving precedence to the document highest in the list except to the extent otherwise determined by Ryan Civil Contracting (RCC).

- (b) The Supplier agrees that the supply of the Goods or Services by the Supplier to RCC is subject to the terms and conditions of the Agreement. By commencing to supply the Goods or Services, the Supplier unconditionally accepts that the terms and conditions of the Agreement will apply exclusively to the supply of the Goods or Services to RCC and any terms or conditions proposed by the Supplier are expressly excluded, whether in any term or condition in any prior or subsequent purchase order, document or other communication from the Supplier.
- (c) The Supplier acknowledges that:
- (i) an offer to acquire the Goods or Services by RCC is conditioned on the Supplier's unconditional acceptance of the terms and conditions in this document; and
 - (ii) any acceptance by RCC of an offer by the Supplier to supply the Goods or Services is conditioned on the Supplier unconditionally accepting the terms and conditions in this document.
- (d) To the extent permitted by Law, any statement, representation or promise made in any document, negotiation, discussion or prior Quotation has no effect except to the extent expressly set out or incorporated by reference in this agreement.
- (e) RCC may direct the Supplier at any time to vary, amend, increase, decrease, omit or change the quality, character, extent or amount of Goods or Services (**Variation**). If the parties cannot agree the adjustment to the Price or Delivery Date for a Variation, RCC will determine a reasonable increase or decrease to both the Delivery Date and Price, if applicable.

2 QUALITY

- (a) The Supplier must supply all Goods and Services to RCC in accordance with the Agreement.

- (b) The Supplier must obtain all permits, approvals and licences required by Law to supply the Goods and perform the Services.
- (c) The Supplier must ensure that the Goods or Services:
- (i) comply with the Law and applicable Australian Standards of Standards Australia Ltd;
 - (ii) conform precisely in quality, quantity, specification and all other respects with any description provided to RCC by the Supplier or nominated by RCC to the Supplier;
 - (iii) are fit for the purposes for which goods and services of the same kind are commonly supplied and for any other purpose made known to the Supplier; and
 - (iv) meet the standards that would be expected of a skilled and experienced Supplier who supplies goods and services similar to the Goods and Services.
- (d) The Supplier must ensure that the Goods:
- (i) are new, of merchantable quality and free from defects in materials and workmanship;
 - (ii) are free from all Security Interests, liens, charges and encumbrances of any kind; and
 - (iii) comply with any samples inspected by RCC prior to or after the Order was issued.
- (e) In performing its obligations, the Supplier must act reasonably and honestly, must perform the Services in a good and workmanlike manner and generally perform its obligations to the standard of care expected of a supplier regularly engaged in the business of supplying similar goods and services

3 DELIVERY AND COMPLETION

- (a) The Supplier must at its own cost properly pack and protect all Goods to ensure safe arrival, and safely transport the Goods along appropriate routes, in accordance with industry best practice.
- (b) Delivery will have occurred only when the Supplier has:
- (i) delivered the Goods to the Site, and unless otherwise specified in the Order, unloaded the Goods at the location designated by RCC's representative or in the Order, and received written confirmation of receipt from RCC;
 - (ii) completed the Services and RCC has received all documentation it requires including a Form 16 and any third party warranties required under clause 5(e); and

- (i) completed the Services (including the provision of all deliverables and products of the Services to RCC) and received written confirmation of completion from RCC.
- (c) The Supplier must achieve Delivery by the Delivery Date and in any case expeditiously and without delay.
- (d) If the Goods and Services are not Delivered by the Delivery Date, the Supplier will be indebted to RCC for liquidated damages at the rate set out in the Order (if any) for each day that Delivery is delayed beyond the Delivery Date, until the earlier of:
 - (i) liquidated damages incurred meet the limit, if any, set out in the Order;
 - (ii) the Agreement is terminated by RCC; or
 - (iii) Delivery is completed,
 but if no rate is set out in the Order, RCC will be entitled to common law damages for the delay.
- (e) RCC:
 - (i) may postpone the Delivery Date for any duration and for any reason in its absolute discretion, at any time before or after the Delivery Date; or
 - (ii) must postpone the Delivery Date for a Delay Event but only if the Supplier notifies RCC in writing of the cause, expected duration and its efforts to minimise the effect of the Delay Event, within 3 Business Days of when the Supplier should have become aware of it, failing which the Supplier will not be entitled to any postponement of the Delivery Date.
- (f) Any delay by RCC in postponing the Delivery Date under clause 3(e)(ii) will not set time at large but may entitle the Supplier to damages.
- (g) The Supplier may not subcontract any of its obligations without the prior consent of RCC. Despite any consent, the Supplier remains responsible for all acts and omissions of its subcontractors and must ensure that they comply with all applicable terms and conditions of the Agreement.

4 SECURITY

- (a) If required by RCC, the Supplier must provide the Security specified in the Order.
- (b) Within 10 Business Days of Delivery, RCC shall release part of the Security so that the total value of the Security held shall not be more than 2.5% of the Price.
- (c) Within 10 Business Days of the end of the Warranty Period, RCC shall release any Security then held by RCC provided that there are no moneys owed from the Supplier to RCC.

5 DEFECTIVE GOODS AND SERVICES

- (a) If RCC determines that any Goods or Services are unsatisfactory, defective, of inferior quality or workmanship or fail to meet any requirements of the Agreement, (**Defective**) the Supplier must do any of the following, at its cost, as determined by RCC in its absolute discretion:
 - (i) re-take possession of the Defective Goods and refund the Price for the Defective Goods to RCC;
 - (ii) Deliver replacements of the Defective Goods or re-perform the Defective Services; or
 - (iii) repair the Defective Goods or remedy the Defective Services,
 and reimburse RCC any damages it has suffered as a direct result of the supply of the Defective Goods or Services.
- (b) The rights under clause 5(a) are in addition to any other rights of RCC under the Agreement, at Law or in equity.
- (c) If RCC requires the Supplier to re-take possession of Defective Goods, the Supplier must collect the Defective Goods within 14 days from the date when RCC so notifies the Supplier, failing which RCC may (but is not obliged to) return the Defective Goods to the Supplier at the Supplier's cost and risk.
- (d) Unless otherwise stated in the Order, the Supplier warrants that for the period offered by the Supplier or a period of 12 months, whichever is longer, from the completion of Delivery (**Warranty Period**), it will at its cost repair or replace any defective Goods or Services which become apparent under normal working conditions during such period. Such replacements or repairs must be carried out at the times notified by RCC and so as to minimise any inconvenience to users of the Site.
- (e) The Supplier must do all things to ensure that RCC has the benefit of any warranties given by any third parties in respect of the Goods and must give RCC all documentation relating to such warranties. Such third party warranties are in addition to the warranties of the Supplier.
- (f) If the Supplier fails to take action as and when directed under clause 5(a), RCC may, without further notice to the Supplier, engage another to replace or repair Defective Goods or re-perform Defective Services and all costs and damages suffered by RCC in connection with the Supplier's failure shall be a debt due and payable to RCC.

6 TITLE AND RISK

- (a) Risk in the Goods passes to RCC on Delivery.
- (b) Title to the Goods passes to RCC on payment or Delivery (whichever occurs first).

7 SAFETY AND ENVIRONMENT

- (a) The Supplier must perform its obligations under the Agreement with due regard for the health and safety of all persons and the protection of environment and must take all precautions necessary to protect the health and safety of persons and the environment.
- (b) Clause 7(c) and 7(d) apply where the Supplier is required to perform work (including the delivery of the Goods) at the Site.
- (c) While carrying out Services or performing Delivery at the Site, the Supplier must, and must ensure that its employees, agents and subcontractors:
 - (i) attend any inductions RCC requires before they enter the Site or before they use any plant or equipment at the Site, as determined by RCC;
 - (ii) comply with all applicable policies and procedures of RCC and the Site in relation to health, safety and the environment;
 - (iii) comply with all directions issued by the Site Project Manager or any other authorised Site supervisor;
 - (iv) cooperate with others carrying out work at the Site and coordinate its work with the work of others so as to avoid disruption to others; and
- (d) The Supplier must immediately advise RCC, and within 3 days provide a written report to RCC, if:
 - (i) it reasonably believes that any of the Site or any plant or equipment at the Site is unsafe;
 - (ii) any person engages in work practices that are likely to put safety, health or the environment at risk; or
 - (iii) an incident or accident occurs.
- (e) Entry to the Site by the Supplier and the Supplier's employees, agents and subcontractors is at their own risk and RCC is not responsible for any loss or damage suffered by the Supplier and the Supplier's employees, agents and subcontractors while on the Site or any other place provided by RCC in connection with Goods or Services.
- (f) The Supplier must, at its cost, immediately and permanently remove from the Site any person RCC considers (in its absolute discretion) is behaving in an unsafe or offensive manner.

8 PRICE & PAYMENT

- (a) The Price is fixed and not subject to any increase whatsoever except to the extent expressly set out in the Agreement.
- (b) The Price includes all things necessary to supply the Goods or Services in accordance with the Agreement including:
 - (i) labour, tools, equipment and materials;
 - (ii) complying with all Laws and obtaining all permits, licences and insurance;
 - (iii) packaging and transport; and
 - (iv) all taxes, duties, levies, excise and other government fees and charges (other than GST).
- (c) The Supplier may only issue a Payment Claim after Delivery has occurred.. It is a precondition to a reference date arising under the Security of Payment Act and to the Subcontractor being entitled to make a Payment Claim that the Subcontractor submits to RCC the "**Claim Documentation**", which is as follows:
 - (i) written confirmation of delivery of the Goods and/or Services in accordance with this Agreement;
 - (ii) a signed and executed Statement of Final Contract Price; and
 - (iii) if required, a signed and executed statutory declaration in the form contained in Annexure A.
- (d) Upon Delivery, the Subcontractor shall give the Claim Documentation to RCC. The Subcontractor is entitled to make a Payment Claim within 2 Business Days after RCC's receipt of the Claim Documentation.
- (e) RCC is to pay the Supplier the Price in respect of the value of the Goods and Services Delivered in accordance with the Agreement at the time specified in the Order. If RCC intends to pay less than the amount claimed in a Payment Claim, it may:
 - (i) give the Supplier a Payment Schedule within 10 Business Days of receipt of the Supplier's Payment Claim;
 - (ii) pay the agreed amount of the relevant Payment Claim (if any); and
 - (iii) dispute the balance of the Payment Claim and if the resolution of the dispute determines that RCC is to pay an amount to the Supplier, RCC will pay that amount within 30 days.
- (f) If requested by RCC, the Supplier must submit a statutory declaration in the form contained in Annexure A which states that as at that date, no wages or other moneys are due and owing by the Supplier to employees, agents,

subcontractors or creditors of the Supplier in connection with the supply of any Goods or Services.

9 SET OFF

RCC may set off against any payment due to the Supplier any amount which RCC determines the Supplier is liable to RCC, whether for expenses or damages, howsoever that liability may have arisen. If the amount payable by RCC is insufficient to discharge the liability of the Supplier, RCC may have immediate recourse to the Security given under clause 4. This does not limit RCC's right to recover those amounts in other ways.

10 GST

- (a) The Supplier and RCC agree that:
- (i) during the term of this Agreement, every Tax Invoice relating to a Taxable Supply is to be issued by RCC as an RCTI; and
 - (ii) within 7 days of the date of the Agreement, the Supplier and RCC will enter into an agreement authorizing RCC to issue RCTIs in the form contained in Annexure C.
- (b) RCC will issue a recipient created Adjustment Note to the Supplier where a Taxable Supply made under this Agreement is subject to an Adjustment Event.
- (c) If the parties do not enter into an agreement authorising RCC to issue RCTIs, the Supplier shall submit to RCC a compliant Tax Invoice with each Payment Claim to enable RCC to claim, where applicable, Input Tax Credits. If the Supplier fails to submit a compliant Tax Invoice, the Payment Claim will not be processed.
- (d) Capitalised terms in this clause 10 have the same meaning as in the GST Act.

11 INDEMNITIES

- (a) The Supplier indemnifies RCC from any Claims, demands, suits, liabilities, actions, costs, losses, expenses, damages or penalties (including legal fees on an indemnity basis), which RCC may incur arising out of or in connection:
- (i) loss of or damage to any property of RCC or third parties;
 - (ii) exercise of the rights under clause 15(b); or
 - (iii) personal injury or death,
- caused by the breach of contract or negligent act or omission of the Supplier, its employees, agents or subcontractors.

12 INSURANCE

- (a) The Supplier must take out and keep current all necessary insurance policies reasonably expected of a Supplier of Goods and Services including (without limitation):
- (i) public liability insurance for not less than \$20,000,000, until end of the Warranty Period;
 - (ii) workers' compensation as required by Law;
 - (iii) third party comprehensive motor vehicle insurance until expiry of the Warranty Period;
 - (iv) insurance of the Supplier's plant & equipment; and
 - (v) if specified in the Order, professional indemnity for not less than \$2,000,000.
- (b) The Supplier must provide RCC with evidence of the insurances required to be effected in accordance with clause 12(a) within 3 days of request by RCC. Failing which, RCC may, after 3 days' notice in writing to the Supplier, take out such insurance itself and the cost of doing so will be a debt due and payable by the Supplier.

13 RISKS

Entry to the Site by the Supplier and the Supplier's officers, employees, agents, servants and others engaged to supply the Goods or perform the Services is at their own risk and RCC shall not be responsible (to the extent permitted by Law) for any loss, damage or personal injury or death to those persons while on

14 CONFIDENTIAL INFORMATION

- (a) The Supplier must keep confidential all Confidential Information and not disclose it to any other person, except:
- (i) with the proper written consent of RCC;
 - (ii) to its professional advisers; or
 - (iii) to any of its workers who have a need to know in order to perform obligations under the Agreement,

provided that the recipient agrees to keep the Confidential Information confidential.

- (b) Clause 14(a) does not apply to information that is required to be disclosed by Law or the requirements of a stock exchange, but only to the extent that the information is required to be disclosed.

15 INTELLECTUAL PROPERTY

- (a) As between RCC and the Supplier, all information and materials given to the Supplier by RCC under this Agreement is the

property of RCC and is only made available to the Supplier on the condition that:

- (i) the materials are to be used only for the purposes of the Agreement; and
 - (ii) if requested by RCC, all such materials and copies are promptly returned to RCC.
- (b) The Supplier gives RCC a non-exclusive, transferable, perpetual, royalty free licence (including the right to sub-licence) to use, modify, maintain or destroy the Goods and Services (to the extent applicable).
- (c) The Supplier warrants that:
- (i) the supply and Delivery of the Goods and Services by it; and
 - (ii) the exercise of the rights granted in clause 15(b) by RCC or any transferee through RCC,
- will not infringe any patent, trademark, copyright or other intellectual property right.

16 TERMINATION

- (a) RCC may terminate the Agreement immediately:
- (i) on written notice to the Supplier if the Supplier becomes insolvent, commits an act of bankruptcy, enters into administration, appoints a liquidator, receiver, manager or controller;
 - (ii) if, in the unfettered opinion of RCC, the Supplier fails to show cause in accordance with clause 16(b); or
 - (iii) for any reason in RCC' absolute discretion on 7 days' written notice to the Supplier or as otherwise specified by RCC in the notice.
- (b) If the Supplier breaches any term of the Agreement, RCC may give to the Supplier a written notice:
- (i) setting out the alleged breach;
 - (ii) requiring the Supplier to show cause in writing as to why RCC should not terminate the Agreement in accordance with clause 16(a)(ii);
 - (iii) setting out the time and date by which the Supplier must show cause.
- (c) Except as expressly set out in clause 16(d), if RCC terminates the Agreement in accordance with clause 16(a), the Supplier will not be entitled to any further payment and will have no Claim, demand, suit, liability or action against RCC or its directors, officers and employees and it not entitled to any costs, losses, expenses, damages or penalties arising out of or in connection with the Agreement or its termination or the supply of the Goods or Services.
- (d) If RCC terminates the Agreement in accordance with clause 16(a)(i) or (ii), any costs incurred by RCC in engaging another to complete the

Supplier's obligations under this Agreement shall be a debt due and payable from the Supplier to RCC.

- (e) If RCC terminates the Agreement in accordance with clause 16(a)(iii), the Supplier will be entitled to the reasonable costs incurred by the Supplier in supplying the Goods or Services up to the date of termination provided that RCC receives title to any Goods that are paid for in accordance with this clause.
- (f) For the avoidance of doubt, nothing in clause 16(d) entitled the Supplier to any consequential, indirect or economic loss or damage, loss of actual or anticipated profits, loss of revenues or loss of use or productivity, in the even the Agreement is terminated under clause 16(a)(iii).

17 RELATIONSHIP BETWEEN SUPPLIER AND RCC

The Supplier performs its obligations as an independent contractor of RCC and not as an employee, agent or partner.

18 NATIONAL CODE

Unless otherwise notified to the Supplier in writing, the Code and the Guidelines, apply to this project. By agreeing to undertake work (including delivery of the Goods) at the Site, the Supplier will be taken to have read and to agree to comply with the Code and the Guidelines.

19 GENERAL

- (a) Where the Supplier comprises more than one person or entity, each of them shall be jointly and severally liable for the full performance of the Supplier's obligations under the Agreement.
- (b) Where any provision of the Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in the Agreement.
- (c) RCC and the Supplier agree that the Laws in force in the jurisdiction:
- (i) stated in the Order; or
 - (ii) if no jurisdiction is stated in the Order, the jurisdiction where the Site is located,

apply to the Agreement and both submit to the exclusive jurisdiction of the courts of that jurisdiction, except that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement of the supply of Goods by the Supplier.

- (d) The failure of a party to require full or partial performance of a provision of the Agreement does not affect the right of that party to require performance subsequently.
- (e) No obligation in the Agreement is waived unless it is waived in writing and signed by the parties. A single or partial exercise of or waiver of the exercise of any right power or remedy

does not preclude any other or further exercise of that or any other right, power or remedy.

- (f) The Agreement may only be amended by written agreement between all parties.

20 PPSA

- (a) The Supplier must not register any Security Interest over the Goods.
- (b) The Goods must be free of any Security Interests on Delivery.
- (c) If RCC pays part of the Price prior to Delivery, the Supplier grants to RCC a Security Interest in the Goods as a Purchase Money Security Interest for the unpaid portion of the Price.

21 INTERPRETATION

In this Agreement:

Business Day means a day that is not:

- (a) a Saturday or Sunday; or
- (b) a public holiday, special holiday or bank holiday in the local governmental locality of the address of the Site.

Claim means any claim, right of action or demand (or similar legal entitlement), in any jurisdiction, including but not limited to at law, in tort (including negligence), under statute, in equity including quantum meruit or restitution based on unjust enrichment, for rectification, frustration or for any other legal or equitable remedy.

Code and Guidelines means the National Code of Practice for the Construction Industry and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, August 2009.

Confidential Information means any information relating to the business or affairs of RCC or its customers, whether provided to or obtained by the Supplier prior to or after issues of the Order, except information in the public domain (other than due to breach of the Agreement) or information rightfully, in the possession of the Supplier and not subject to an obligation of confidentiality at the time it was obtained by the Supplier.

Delay Event means:

- (a) an act or omission of RCC; or
- (b) an event described in the Order, if any,

that prevents the Supplier from achieving Delivery by the Delivery Date.

Deliver/Delivery means delivery of the Goods or performance of the Services in accordance with clause 3(a).

Delivery Date means the date set out in the Order.

Form 16 means the Queensland Government Department of Planning and Infrastructure Form 16 Inspection Certificate/Aspect Certificate/ QBSA Licensee Aspect Certificate.

Goods means the goods, if any, described in the Order and all applicable Technical Materials.

GST has the same meaning as in the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Law includes legislation, regulations, by-laws, orders, permits, approvals or licences.

Order means a purchase order for Goods or Services that is issued by RCC and includes the terms and conditions contained in this document.

Payment Claim has the meaning given to it in clause 8.

Payment Schedule is a written notice that:

- (a) identifies the Payment Claim to which it relates;
- (b) states the amount of the payment, if any, that RCC proposes to make; and
- (c) if the amount that RCC proposes to make is less than the claimed amount, state why the amount is less, and if any money is being withheld, gives reasons why it is being withheld.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPSA Register means the register established under the PPSA.

Price means the amount payable for the Goods or Services specified in the Order.

Purchase Money Security Interest has the same meaning as under the PPSA.

Services means the services, if any, described in the Order.

Security Interest has the same meaning as under the PPSA.

Site means the site specified in the Order or any other place provided by RCC for the Supplier to perform work arising out of or in connection with the Goods or Services.

Supplier means the person described in the Order.

Tax Invoice has the same meaning as in the GST Act.

Technical Materials means all plans, designs, drawings, engineering information, data, specifications, reports, accounts, installation instructions, maintenance and operating manuals, spare parts lists and any other technical material reasonably required for the safe installation, use and maintenance of the Goods.

Security of Payment Act means the Building and Construction Industry Payments Act 2004 (Qld).

RCC means Ryan Civil Contracting Pty. Ltd. ABN 35 116 909 221.

Statement of Final Contract Price is as contained in Annexure B.

Warranty Period means the period commencing upon Delivery and as specified in the Order.

ANNEXURE A - FORM OF STATUTORY DECLARATION

(Refer clause)

I, _____ (name) of
_____ [address]
in the State of Queensland _____ (occupation)

do solemnly and sincerely declare, for the purposes of clause 4.5 of the Subcontract ("Subcontract") between Contractor and ("Subcontractor") dated _____, as follows:

- 1. I hold the position of _____ [title] and am duly authorised by the Subcontractor to make this declaration on its behalf.
- 2. To the best of my knowledge all workers and sub-subcontractors who have at any time been employed by the Subcontractor on work under the Subcontract have as at the date of this declaration been paid all moneys due and payable to them in respect of their employment on work under the Subcontract.
- 3. As at the date of this statutory declaration the Subcontractor is not in breach of any obligation or any agreement referred to in clause 4.5 and 4.10 of the Subcontract.
- 4. I acknowledge on behalf of the Subcontractor that by submitting this Statutory Declaration the Subcontractor thereby releases Contractor from any claim (whether for time or money or otherwise and whether pursuant to the Subcontract or otherwise) not notified in accordance with the Subcontract..

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1867*.

.....

Signature of Declarant

SUBSCRIBED and DECLARED)

at _____)

this _____ day of _____ 20 _____)

Before me: _____)

.....

Justice of the Peace

ANNEXURE B - STATEMENT OF FINAL SUBCONTRACT SUM AND RELEASE

(Refer Clause)



STATEMENT OF FINAL CONTRACT PRICE

Ryan Civil Contracting Pty Ltd

ABN 35 116 909 221

Contract:

Head Subcontract No.

Subcontractor:

Subcontract No.

	<u>Omissions</u>	<u>Additions</u>	
ORIGINAL SUBCONTRACT SUM			\$
Variations No's 1 to		\$	\$
Rise and Fall (if applicable)		\$	\$
Other		\$	\$
Sub Totals		\$	\$
Less Omissions			\$
AGREED FINAL SUBCONTRACT SUM			\$
<u>Less</u> Previous payments (excluding GST) by cash, PPC or contra charge (PPC No.)		\$	\$ _____
BALANCE (excluding GST)			
(including retention money being held in accordance with the Subcontract)			\$ _____

1. We hereby accept the above AGREED FINAL SUBCONTRACT SUM, which is to have GST added. And certify that we and/or our agents, servants and subcontractors have no further Claims, demands, accounts, expenses, costs, liens, actions and proceedings of any kind, nature and description whether known or unknown against [Ryan Civil Contracting Pty Ltd](#) (arising out of or relating to this subcontract), beyond the AGREED FINAL SUBCONTRACT SUM stated above and further indemnify [Ryan Civil Contracting Pty Ltd](#) against any further Claims, demands, debts, accounts, expenses, costs, liens, actions and proceedings and further agree to accept the balance stated above as calculated above as full and final settlement of all outstanding monies due either under the subcontract, in tort or otherwise.
2. We accept that retention of \$..... is included in the Balance **or** (in the form of a Bank Guarantee to the price of \$)and is not presently due for payment. Retention monies will be held in accordance with the Subcontract and will attract GST upon release.
3. We hereby declare that all monies due in respect of or in connection with the subcontract works have been duly paid to:-
 - (i) employees, including payments to Superannuation, Redundancy and/or other Industrial Funds as applicable.
 - (ii) all suppliers and subcontractors.
4. We hereby declare that we are a registered employer with the Taxation Department.

Signed Date

(for and on behalf of Subcontractor)

Witness Date

This Statement of Final Contract Price is to be signed by subcontractors and returned to Ryan Civil Contracting Pty Ltd as a condition of final payment and release of retention

ANNEXURE C - AGREEMENT TO ISSUE RECIPIENT CREATED TAX INVOICES

(Refer Clause)

Under a New Tax System (Goods and Services Tax) Act 1999

BETWEEN: [Name of Supplier] _____ ABN [_____] ["Supplier"]

AND: [Ryan Civil Contracting Pty Ltd](#) of [1 Nargong Street, The Gap, QLD 4061](#) ABN [35 116 909 221](#) ("Recipient") Hereby

agrees as follows :

1. The Recipient may (but will not be obliged to) issue a Recipient Created Tax Invoice ("RCTI") in respect of any subcontracts between the Recipient and the Supplier of the supply of goods of services made by the Supplier to the Recipient unless agreed otherwise.
2. The Recipient will issue a copy of the RCTI to the Supplier and retain the original and will issue to the Supplier an adjustment note in relation to adjustment events.
3. The Supplier must not issue tax invoices in respect of any supplies to which this Agreement applies.
4. The Supplier acknowledges that it is registered for GST as at the date of this Agreement and will promptly notify the Recipient if the Supplier ceases to be registered for GST.
5. The Recipient acknowledges that it is registered for GST as at the date of this Agreement and it will notify the Supplier if it ceases to be registered for GST or ceases to satisfy the legal requirements for issuing an RCTI.
6. This Agreement will automatically terminate if the Recipient ceases to satisfy the legal requirements for issuing an RCTI.
7. The Recipient indemnifies the Supplier for any liability for GST or penalty that may arise as a result of an understatement of the GST payable on any supply for which the Recipient issues an RCTI to the Supplier, but only on the extent that any such liability is caused by an act or omission of the Recipient in issuing that RCTI.

Dated this _____ day of _____ 200 .

Signed on behalf of the Supplier by :

Name

Position

Signed on behalf of the Recipient by :

Name

Position

