



Supplier Terms and Conditions

(Western Australia)

1. Definitions and Interpretation

In these Terms and Conditions:

- Bluechip means BLUECHIP INDUSTRIAL SERVICES PTY LTD (ACN 656 549 889).
- Supplier means the entity supplying goods and/or services to Bluechip.
- Goods means any materials, equipment, or products supplied.
- Services means any services provided by the Supplier.
- Order means any purchase order, contract, or request issued by Bluechip.
- Applicable Laws means all applicable Commonwealth and Western Australian laws.

These Terms apply to all Orders unless expressly agreed otherwise in writing.

2. Acceptance and Precedence

2.1 These Terms apply to the exclusion of any Supplier terms, including those contained in quotes, invoices, delivery dockets, or websites.

2.2 Supply of Goods or Services constitutes acceptance of these Terms.

2.3 In the event of inconsistency, the following order of precedence applies:

1. Special conditions agreed in writing
2. The Order
3. These Terms

3. Supply Obligations

3.1 The Supplier must supply the Goods and/or Services:

- in accordance with the Order
- with due care, skill, and diligence
- in a timely manner and fit for their intended purpose

3.2 Time is of the essence.

3.3 The Supplier must ensure Goods are:

- new (unless otherwise agreed)



- free from defects
- compliant with Australian Standards and Applicable Laws

4. Compliance with Laws

4.1 The Supplier must comply with all Applicable Laws, including but not limited to:

- Work Health and Safety Act 2020 (WA)
- Environmental protection legislation
- Australian Consumer Law (to the extent applicable)

4.2 The Supplier warrants it holds all licences, permits, and approvals required to perform its obligations.

5. Work Health and Safety

5.1 Where Services are performed at a Bluechip site, the Supplier:

- acknowledges it is a PCBU under WA WHS laws
- must comply with all site rules and directions
- must ensure its personnel are trained, competent, and suitably supervised

5.2 Bluechip may direct removal of any Supplier personnel for safety or conduct reasons.

6. Delivery and Risk

6.1 Risk in Goods passes to Bluechip upon delivery and acceptance.

6.2 Bluechip may reject Goods that do not comply with the Order or these Terms.

6.3 Title passes only upon full payment.

7. Pricing

7.1 Prices are fixed unless otherwise agreed in writing.

7.2 Prices include all costs, charges, duties, packaging, and delivery unless stated otherwise.

8. Invoicing and Payment

8.1 The Supplier must issue a valid tax invoice that:

- references the relevant Order



- clearly describes the Goods and/or Services supplied

8.2 Payment terms are 30 days from end of month following receipt of a valid tax invoice, subject to acceptance of the Goods and/or Services.

8.3 Bluechip may:

- withhold payment for disputed amounts
- set off any amounts owed by the Supplier to Bluechip

9. Suspension and Withholding

9.1 Bluechip may suspend performance or withhold payment if the Supplier:

- breaches these Terms
- fails to meet delivery or quality requirements
- becomes insolvent or subject to external administration

10. Indemnity

10.1 The Supplier indemnifies Bluechip against all claims, losses, damages, penalties, costs, and expenses arising from:

- breach of these Terms
- defective Goods or Services
- acts or omissions of the Supplier or its personnel
- breach of Applicable Laws

11. Insurance

11.1 The Supplier must maintain:

- Public Liability Insurance (minimum [e.g. \$20 million])
- Workers' Compensation Insurance as required by law
- any other insurance reasonably required by Bluechip

11.2 Evidence of insurance must be provided upon request.



12. Confidentiality

12.1 The Supplier must keep confidential all Bluechip information and not disclose it without consent.

12.2 This obligation survives termination.

13. Intellectual Property

13.1 Any intellectual property created specifically for Bluechip vests in Bluechip unless otherwise agreed in writing.

14. Termination

14.1 Bluechip may terminate an Order immediately if the Supplier:

- breaches these Terms
- fails to supply as required
- becomes insolvent
- engages in conduct that may damage Bluechip's reputation

14.2 Termination does not affect accrued rights or remedies.

15. No Assignment

15.1 The Supplier must not assign or subcontract without Bluechip's prior written consent.

16. Governing Law

16.1 These Terms are governed by the laws of Western Australia.

16.2 The parties submit to the exclusive jurisdiction of the courts of Western Australia.