2 SCOPE OF SUPPLY AND TERM

(a) The Supplier agrees to supply the Goods and/or Services:
   (i) to the reasonable satisfaction of Landmark;
   (ii) in accordance with the specifications, requirements and conditions for the supply of Goods and/or Services agreed separately in writing between the Supplier and Landmark; and
   (iii) in accordance with any Separately Agreed Term, the Goods and/or Services shall be deemed to have been supplied in accordance with the terms of this Agreement and any inconsistency therewith.

(b) Each Supplier acknowledges that Landmark may in its absolute discretion vary these Terms with immediate effect.

3 WARRANTIES

(a) The Supplier warrants that:
   (i) any Goods will be fit for the purpose for which the goods of the same type are commonly sold and for all other purposes made known to it by Landmark, meet all applicable safety performance standards and be suitable, reliable and free of defects;
   (ii) any Goods or Services will be carried out in a proper and skillful manner and performed by appropriately qualified and trained personnel and must be fit for the purpose for which those types of services are expected and for all other purposes made known to it by Landmark;
   (iii) it holds all licences required to supply the Goods and/or Services and the Supplier will not infringe any copyright or other proprietary right of any third party or any other material provided by Landmark to the Supplier and that Landmark retains all ownership and proprietary rights in any such material;
   (iv) the Supplier is an independent contractor and is not an employee, agent, subcontractor or any third person, and is responsible to its own risk for the performance of the Goods and/or Services.

(b) The Supplier must, at its own cost, make good any work that does not conform to the requirements of this Agreement before the expiry of the warranty period.

(c) Landmark has the right to correct, remove or replace any non-conforming Goods and/or Services at any time during the warranty period.

(d) If the Supplier does not comply with such a direction, Landmark may have those Goods and/or Services supplied or carried out by others to the Supplier's cost and the costs are a debt due and payable by the Supplier to Landmark.

4 INSURANCE

(a) The Supplier must take out and keep in force throughout the following:
   (i) product public liability insurance to an amount not less than $5 million in respect of each occurrence;
   (ii) comprehensive motor vehicle insurance for all vehicles used to provide the Goods and/or Services;
   (iii) workers compensation insurance as required by law;
   (iv) all insurance as set out at paragraph (b) below, personal accident and disability insurance to an amount not less than $2,000,000

(b) Paragraph 3(a)(iv) does not apply where the Supplier does not provide personnel, operating or engage other persons to provide the Services to Landmark or the Supplier.

(c) The Supplier must, when asked by Landmark, produce certificates of currency of any required insurances.

5 PRICE

(a) Landmark will pay the Supplier the Price.

(b) Unless any Separately Agreed Term provides otherwise, the Price is inclusive of:
   (i) all charges for packing, packaging, insurance and delivery of the Goods and/or Services to the Site(s) specified in the Purchase Order or Agreement;
   (ii) the cost of the Services; and
   (iii) all taxes including GST, if any, unless otherwise stated in the Purchase Order or Agreement.

(c) The Price may be varied (such a Supplier will, in making such supply, be deemed to have agreed to be bound by these Terms;)

(d) If required, the Supplier must give Landmark, as a precondition to payment, a statutory declaration regarding payment of all workers' wages.

(e) Landmark will pay (subject to the Supplier providing invoices to Landmark) the amount of the invoice, together with the number of the Purchase Order or Agreement, upon receipt of the Goods to the Site(s) specified in the Purchase Order or Agreement and agreed with the Supplier except where:

   (i) it retains part of the Price as provided in the Agreement or the Separately Agreed Terms;
   (ii) the Supplier is in default in respect of any Separately Agreed Term, and Landmark will withhold payment of the full invoice amount until the dispute is resolved.

(f) All invoices presented to Landmark are individually scrutinised to ensure that:

   (i) the Supplier has given Landmark an invoice for all the units/services supplied by it and the Invoice is an invoice in respect of the correct price, and all other amounts due and payable by the Supplier to Landmark have been paid.

(g) Landmark will not make payment until the Supplier gives Landmark an invoice for the amount of the invoice against which it is seeking payment.
"Site" means any premises of Landmark;
"Specifications" means all product or services specifications for the Goods and/or Services to be supplied by the Supplier, contained in any Quote or Purchase Order relating to such supply;
"Taxes" means any taxes payable in relation to the under the GST Act in relation to the supply of Goods and/or Services;
"Warranty Period" means the period of twenty four (24) months from the date Goods are delivered to a Site or the Services are performed;
"Purchase Order" means a request by Landmark to the Supplier to provide Goods and/or Services which is accepted by the Supplier in writing or by performance.