

Australian Standard™

**General conditions of contract for the
supply of equipment with installation**

This Australian Standard was prepared by Committee OB-003, General Conditions of Contract. It was approved on behalf of the Council of Standards Australia on 29 October 2001. This Standard was published on 25 February 2002.

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Association of Consulting Engineers Australia
Australian Chamber of Commerce and Industry
Australian Procurement and Construction Council
AUSTROADS
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Electricity Supply Association of Australia
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PREFACE

This Standard was prepared by the Joint Standards Australia/Standards New Zealand Committee OB-003, General Conditions of Contract to supersede, in part, AS 2987—1987, *General conditions of contract for the supply of equipment with or without installation*.

This Standard incorporates Amendment No. 1 (March 2005). The changes required by the Amendment are indicated in the text by a marginal bar and amendment number against the clause, note, table, figure or part thereof affected.

This Standard is the result of a consensus among Australian and New Zealand representatives on the Joint Committee to produce it as an Australian Standard.

AS 4910—2002, *General conditions of contract for the supply of equipment with installation* is part of the suite of conditions of contract based on AS 4000—1997, *General conditions of contract*.

This Standard is for the supply of equipment, including building elements, which is purpose-built or manufactured and which includes installation. If installation is not required, AS/NZS 4911:2002, *General conditions of contract for the supply of equipment without installation* should be used.

Clause 43 and subclauses 8.6 and 29.2 prefixed by * are optional, and may be omitted in the Contract, where necessary, without making consequential amendments but such omission should be clearly shown on the face of the document by striking out these clauses or indicating clearly in Annexure Part C or elsewhere that they are *not to apply*. See paragraph (i) of clause 1 for the effect of stating changes in Annexure Part C.

Warnings

- 1) Users of this Australian Standard are warned that clause 15 (Damage to persons and property other than WUC) does not limit the liability of parties for special, indirect or consequential losses.

This unlimited liability applies notwithstanding any limitations or exclusions permitted under insurance clauses 16 (Insurance of Equipment and the Works) and 17 (Public liability insurance).

Parties wishing to limit their liability should seek insurance and legal advice before entering a contract under this Standard.

- 2) For the purposes of clause 29, the inclusion of Quality Assurance requirements in the Contract will require detailed clauses which have regard to the quality standard selected for the work.
- 3) Users of this document should ensure the availability of appropriate insurances if risk in the equipment is not to pass to the Purchaser upon delivery.
- 4) Users of this document should be aware of relevant legislation relating to the sale and supply of goods in the Commonwealth of Australia, each State or Territory of Australia and New Zealand.
- 5) Legislation has come into force in some jurisdictions dealing with security of payments. Parties intending to use this Standard should seek expert advice as to their rights and obligations under such legislation.

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1 Interpretation and construction of Contract

In the *Contract*, except where the context otherwise requires:

Item	means an <i>Item</i> in Annexure Part A;
certificate of practical completion	has the meaning in subclause 34.6;
compensable cause	means: <ol style="list-style-type: none"> any act, default or omission of the <i>Superintendent</i>, the <i>Purchaser</i> or its consultants, or other contractors (not being employed by the <i>Contractor</i>), or those listed in <i>Item 29</i>;
construction plant	means appliances and things used in the carrying out of <i>WUC</i> but not forming part of <i>the Works</i> ;
Contract	has the meaning in clause 6;
contract sum	means: <ol style="list-style-type: none"> where the <i>Purchaser</i> accepted a lump sum, the lump sum; where the <i>Purchaser</i> accepted rates, the sum of the products ascertained by multiplying the rates by the corresponding quantities in the <i>schedule of rates</i>; or where the <i>Purchaser</i> accepted a lump sum and rates, the aggregate of the sums referred to in paragraphs (a) and (b), including <i>provisional sums</i> but excluding any additions or deductions which may be required to be made under the <i>Contract</i> ;
Contractor	means the person bound to carry out and complete <i>WUC</i> ;
date for delivery	means: <ol style="list-style-type: none"> the date; or the last day of the period, if any, stated in <i>Item 8</i> , but if any <i>EOT</i> for <i>delivery</i> is directed by the <i>Purchaser</i> or allowed in any arbitration or litigation, it means the date resulting therefrom;
date for practical completion	means: <ol style="list-style-type: none"> where <i>Item 9(a)</i> provides a date for <i>practical completion</i>, the date;