

Australian Standard™

**General conditions of contract for
periodic supply
of goods**

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.

The following are represented on Committee OB-003:

Association of Consulting Engineers Australia
Australasian Railways Association
Australian Chamber of Commerce and Industry
Australian Procurement and Construction Council
AUSTROADS
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PREFACE

This Standard was prepared by the Joint Standards Australia/Standards New Zealand Committee OB-003, General Conditions of Contract.

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 4912—2002, *General conditions of contract for the periodic supply of goods* 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 good of various types and of varying quantities over a specified period of time.

Clauses 3 and 29 and subclause 6.5 prefixed by * are optional and may be omitted in the Contract, where necessary, without making consequential amendment, 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 Standard are warned that clause 12 (Supplier's indemnity) does not limit the liability of parties for actual, indirect or consequential losses.

This unlimited liability applies notwithstanding any limitations or exclusions permitted under insurance clause 13 (Insurance). However, optional clause 29 (General limitation of liability) allows the parties to agree to limit their liability in certain respects.

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 11, the inclusion of Quality Assurance requirements in the Contract will require detailed clauses which have regard to the quality standard selected.
- 3) Users of this document should ensure the availability of appropriate insurance if risk in the goods 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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STANDARDS AUSTRALIA

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1 Interpretation and construction of Contract

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

<i>Item</i>	means an <i>Item</i> in Annexure Part A;
<i>acceptable</i>	means: <ol style="list-style-type: none"> a) the <i>goods</i> are substantially in accordance with the requirements of the <i>Contract</i> except for minor <i>defects</i> which do not: <ol style="list-style-type: none"> i) prevent the <i>goods</i> from being reasonably capable of being used for the stated purpose in <i>Item</i> 5 elsewhere stated in the <i>Contract</i>; or ii) if no such purpose is stated, adversely affect the normal use of the <i>goods</i>; b) where the <i>Contract</i> so requires, the <i>goods</i> satisfy <i>acceptance testing</i>; and c) manuals, documents and other information required under the <i>Contract</i> have been supplied;
<i>acceptance</i>	means notification under subclause 21.1 or 21.8 by the <i>Purchaser</i> that the <i>goods</i> are <i>acceptable</i> ;
<i>acceptance testing</i>	means testing referred to in subclause 18.1;
<i>base contract sum</i>	means the sum of the products ascertained by multiplying the quantities of <i>goods</i> stated in <i>Item</i> 13 by the corresponding <i>unit prices</i> , excluding any additions or deductions which may be required to be made under the <i>Contract</i> ;
<i>compensable cause</i>	means: <ol style="list-style-type: none"> a) any act, default or omission of the <i>Purchaser</i> or its consultants, agents or other contractors (not being employed by the <i>Supplier</i>); or b) those listed in <i>Item</i> 28(a);
<i>Contract</i>	has the meaning in clause 4;
<i>date for delivery</i>	means that stated in a <i>purchase order</i> in accordance with subclause 2.3, 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;
<i>date of acceptance of tender</i>	means the date which appears on the written notice of the acceptance of the tender;
<i>deed of guarantee, undertaking and substitution</i>	has the meaning in subclause 3.6;