



SPECIAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND REPAIR SERVICES

These Special Conditions of Contract for the Supply of Goods and Repair Services ("Special Conditions") are in addition to and/or amend the General Conditions of Contract for the Supply of Goods and Repair Services (DEFMAT(W) v3.0 31 Jan 2011) ("General Conditions of Contract") as shown below.

1. CHANGES TO GENERAL CONDITIONS OF CONTRACT

SC1. Provision of Supplies: *The following is hereby added to the end of Clause 5 of the General Conditions of Contract:*

The Supplier shall arrange for delivery of the Supplies and/or Repairable Item to the Delivery Location in accordance with the Commonwealth's shipping instructions at <http://www.defmat.org/CMInstructions.html> ("Shipping Instructions").

The Supplier shall arrange delivery of the Supplies and/or Repairable Item utilising one of the Commonwealth's preferred carrier/s as nominated in the Shipping Instructions ("Commonwealth Carrier"). The Commonwealth shall be responsible for payment of costs incurred by the Commonwealth Carrier.

Unless otherwise agreed in writing by the Contract Officer, the Supplier shall be responsible for any costs incurred for:

- a) use of a carrier other than a Commonwealth carrier; or
- b) any failure by the Supplier to comply with the Shipping Instructions.

SC2. Title and Risk: *Clause 9 of the General Conditions of Contract is hereby deleted and replaced with the following*

Title to the Goods transfers to the Commonwealth upon their acceptance by the Commonwealth in accordance with clause 8.

The Supplier bears all risks of loss or damage to the Goods until such time as the Goods are provided to the Commonwealth Carrier in accordance with clause SC1.

The Supplier bears all risks of loss or damage to a Repairable Item from the date upon which the Repairable Item is delivered to the Supplier until the Repairable Item is provided to the Commonwealth Carrier in accordance with clause SC1.

SC3. Payment: *Clause 10 of the General Conditions of Contract is hereby deleted and replaced with the following:*

The Commonwealth must pay the Contract Price to the Supplier within 30 days after:

- a) delivery of the Supplies complying with the requirements of the Contract to the Delivery Location;
- b) receiving a correctly rendered invoice in accordance with clause SC4; and
- c) upon receipt of the complete set of documents specified in clause SC6.

whichever is the later.

SC4. Invoice: *Clause 11 of the General Conditions of Contract is hereby deleted and replaced with the following:*

The Supplier must submit a correctly rendered invoice to the Commonwealth which:

- a) is for an amount which does not exceed the Contract Price;
- b) includes details of the Purchase Order number, the name and phone number of the Contract Officer, confirmation of origin, ship to address and mark for address;
- c) if applicable, is a valid tax invoice in accordance with the GST Act;
- d) is submitted either:
 - i. by e-mail to invoice.was@defence.gov.au (the Commonwealth's preferred method); or
 - ii. in hard copy to the DMO – Commercial Finance Section, 5th floor, Embassy of Australia, 1601 Massachusetts Avenue, N.W. Washington D.C. 20036.

The Supplier must promptly provide to the Commonwealth such supporting documentation and other evidence reasonably required by the Commonwealth to substantiate performance of the Contract by the Supplier or payment of the Contract Price by the Commonwealth.

SC5. Approvals and Compliance: *Clause 26 of the General Conditions of Contract is hereby deleted and replaced with the following:*

The Supplier must obtain any necessary export licenses or other approvals for the provision of the Supplies. The Supplier shall obtain such licenses and approvals in a timely manner so as to ensure delivery of the Supplies by the Delivery Date.



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The Commonwealth maintains blanket DSP-5 licences issued by the US Department of State for Permanent Export of certain unclassified defence articles and related technical data ("Commonwealth Blanket Export Licence"), which are provided at <https://www.condmat.com/CMExportLicenses.html>. The Supplier shall only use a Commonwealth Blanket Export License for export of the Supplies if:

- a) the Supplies fall within the commodity categories as listed in the Commonwealth Blanket Export Licence; and
- b) the Supplier is listed as a manufacturer, source or seller on the Commonwealth Blanket Export Licence; and
- c) the Supplier has obtained written consent of the Contract Officer.

It is the responsibility of the Supplier to ensure that the export license used permits the export of the defense article forming part or all of the Supplies.

Where an export license requires the Commonwealth to provide supporting documentation (such as an End Use Certificate), the Supplier shall provide timely instructions to the Commonwealth with respect to the provision of the documentation required.

Where the Supplies are subject to an export license, the Supplier shall not deliver the Supplies until the export license is approved.

The Supplier must comply with and require its officers, employees, agents and subcontractors to comply with the laws from time to time in force in the State, Territory or other jurisdictions in which any part of the Contract is to be carried out and all Commonwealth policies relevant or applicable to the Contract.

2. ADDITIONAL SPECIAL CONDITIONS

SC6. Required Documents: The Supplier shall attach the following documents to the delivery consignment containing the Supplies:

- a) one copy of the invoice submitted in accordance with clause SC4 and the manufacturer's certificate of inspection, conformance or compliance with the signature and designation of the certifying officer, shall be attached to the outside of the consignment in a sealed waterproof envelope; and

- b) One copy of the invoice submitted in accordance with clause SC4 and the manufacturer's certificate of inspection, conformance or compliance with the signature and designation of the certifying officer, must be packed inside the box with the Supplies.

SC7. Contract Change: The Contract may only be changed where:

- a) provided in writing and signed by the Contract Officer; or
- b) through issue of an amendment to the Purchase Order.

The Commonwealth shall not be liable to the Supplier for any additional work undertaken or expenditure incurred unless the contract has been changed in accordance with this clause SC7.

SC8. Commonwealth Access: If the value of this Contract (by itself or cumulatively with previous changes to the Contract) is equal to or greater than A\$100,000, the Supplier must permit the Commonwealth and its nominees access to the Supplier's premises, records or accounts relevant to this Contract to conduct and undertake audits under the *Auditor-General Act 1997 (Cth)*.