Definitions and Interpretation: In this Contract:
Contract means (in order of priority): the Purchase Order Terms and Conditions, any Schedules and Attachments to a Purchase Order,
GST means any goods and services tax, value added tax or similar tax imposed on the sale or supply of goods and services;
Product means any goods and/or services supplied under this Contract.
Qantas Order PO means any document issued by Qantas for the supply of the Supplier of Product.
Qantas means Qantas Airways Limited (ABN 16 009 661 901) and its related bodies corporate (as defined in the Corporations Act 2001).
QISP means the Qantas iSupplier Portal operated by Qantas for electronic invoicing and invoice inquiries.
Specifications means a list of requirements of prior to the date that the Supplier confirms acceptance of the Contract, or the Supplier commences delivery of any of the Products.
Supplier means the person, firm or corporation from whom goods or services are ordered by this Contract.
Tax Invoice means an invoice regulated by GST laws.
Withholding Tax means an invoice regulated by GST laws.

Contract Formation: This Contract may be formed electronically with the Supplier. The binding Contract between Qantas and the Supplier will come into existence on the earlier of the date that Qantas confirms acceptance of the Contract, or the Supplier commences delivery of any of the Products.

Delivery: The Supplier must deliver the Products to the Delivery Destination in accordance with any delivery instructions and Schedules. On delivery, the Supplier must obtain the necessary written receipt or signature of the Qantas employee that receives the Products.

Inspection and Acceptance: Qantas or its authorised agent has the right to inspect and has the right to reject any goods or services carried out that do not conform to this Contract. If the Products do not comply with the Specifications, Qantas may terminate the Contract (in whole or part) or require the Supplier to modify or resupply the Products, at no additional cost to Qantas, so that they comply with the Specifications.

Price: The prices are fixed and the Total Prices include all levies, duties, taxes (including GST, unless expressly stated as being exclusive of GST), insurance, packaging and delivery costs. The total amount payable by Qantas under this Contract will not exceed: (a) the Total Price; or (b) if no Total Price is stated, the amount authorised in writing by the Requestor.

Payment: Unless otherwise agreed, the Supplier will only invoice Qantas on the completion of the services or delivery of the Products. Qantas, in its sole discretion, may defer the date of payment in the event that no Total Price is specified. In any event, Qantas will pay a correctly rendered invoice (less any amounts due to Qantas from the Supplier) 45 days from the end of the month in which the invoice was dated. Qantas is entitled to withhold payment of any invoice to the extent that it relates to Products that do not meet the Specifications.

Entire Agreement: This Contract is the complete contract between Qantas and the Supplier in relation to the Products. No confirmation, shipment, delivery document, shrink-wrap licence or representation will vary this Contract.

Confidentiality: This Contract and any information which the Supplier obtains from Qantas relating to this Contract (whether in writing or otherwise) is Qantas' confidential information unless it is: (a) public knowledge at the time it is obtained by the Supplier; or (b) in the Supplier's lawful possession prior to being obtained from Qantas. The Supplier must keep Qantas' confidential information confidential, safe and not disclose it to any third party (except personnel of the Supplier who have a need to know) and return it when has been performed all of the work under the Contract or the Supplier's interest in it has expired.

Applicable Law: The laws of New South Wales ("NSW") apply to this Contract and the parties submit to the non-exclusive jurisdiction of the courts of NSW.

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Supplier means the person, firm or corporation from whom goods or services are ordered by this Contract.
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Purchasing Order Terms and Conditions

Definitions and Interpretation: In this Contract:
Contract means (in order of priority): the Purchase Order Terms and Conditions, any Schedules and Attachments to a Purchase Order,
GST means any goods and services tax, value added tax or similar tax imposed on the sale or supply of goods and services;
Product means any goods and/or services supplied under this Contract.
Qantas Order PO means any document issued by Qantas for the supply of the Supplier of Product.
Qantas means Qantas Airways Limited (ABN 16 009 661 901) and its related bodies corporate (as defined by the Corporations Act 2001).
QISP means the Qantas iSupplier Portal operated by Qantas for electronic invoicing and invoice inquiries.
Specifications means a list of requirements of prior to the date that the Supplier confirms acceptance of the Contract, or the Supplier commences delivery of any of the Products.
Supplier means the person, firm or corporation from whom goods or services are ordered by this Contract.
Tax Invoice means an invoice regulated by GST laws.
Withholding Tax means an invoice regulated by GST laws.

Contract Formation: This Contract may be formed electronically with the Supplier. The binding Contract between Qantas and the Supplier will come into existence on the earlier of the date that Qantas confirms acceptance of the Contract, or the Supplier commences delivery of any of the Products.

Delivery: The Supplier must deliver the Products to the Delivery Destination in accordance with any delivery instructions and Schedules. On delivery, the Supplier must obtain the necessary written receipt or signature of the Qantas employee that receives the Products.

Inspection and Acceptance: Qantas or its authorised agent has the right to inspect and has the right to reject any goods or services carried out that do not conform to this Contract. If the Products do not comply with the Specifications, Qantas may terminate the Contract (in whole or part) or require the Supplier to modify or resupply the Products, at no additional cost to Qantas, so that they comply with the Specifications.

Price: The prices are fixed and the Total Prices include all levies, duties, taxes (including GST, unless expressly stated as being exclusive of GST), insurance, packaging and delivery costs. The total amount payable by Qantas under this Contract will not exceed: (a) the Total Price; or (b) if no Total Price is stated, the amount authorised in writing by the Requestor.

Payment: Unless otherwise agreed, the Supplier will only invoice Qantas on the completion of the services or delivery of the Products. Qantas, in its sole discretion, may defer the date of payment in the event that no Total Price is specified. In any event, Qantas will pay a correctly rendered invoice (less any amounts due to Qantas from the Supplier) 45 days from the end of the month in which the invoice was dated. Qantas is entitled to withhold payment of any invoice to the extent that it relates to Products that do not meet the Specifications.

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Applicable Law: The laws of New South Wales ("NSW") apply to this Contract and the parties submit to the non-exclusive jurisdiction of the courts of NSW.

Health and Safety and Behaviour on Qantas Sites:

The Supplier must carry out its obligations under this Contract in a way that is safe and without risk to the health of its employees and contractors, Qantas' employees and contractors and any other person who may be affected by the Supplier's performance of this Contract (whether in writing or otherwise) is Qantas' confidential information unless it is: (a) public knowledge at the time it is obtained by the Supplier; or (b) in the Supplier's lawful possession prior to being obtained from Qantas. The Supplier must keep Qantas' confidential information confidential, safe and not disclose it to any third party (except personnel of the Supplier who have a need to know) and return it when has been performed all of the work under the Contract or the Supplier's interest in it has expired.

Supplier must comply with all relevant legislation and regulations in the performance of this Contract.