Supply Agreement

The contractor shall deliver all materials to the site no later than the fifteenth day of each month, and shall provide written notice to the owner of any delay exceeding three business days. Payment for delivered materials will be made within thirty days of receipt of a correct invoice, subject to retention of five percent until final acceptance of the works. Any dispute regarding quantities shall be resolved by joint measurement at the site in the presence of both parties.

Section two describes the inspection regime.[1] Each delivery is inspected on arrival by a qualified representative, who records the condition of packaging, the quantity received, and any visible damage. Materials found defective are rejected and returned at the expense of the contractor, and replacement materials must arrive within ten days.

Section three covers warranty obligations. The contractor warrants that all materials are new, of merchantable quality, and fit for the purpose described in the specification. The warranty period runs for twenty-four months from the date of practical completion, during which the contractor shall remedy any defect at no cost to the owner.

1 Inspection follows AS/NZS 1554 where welding is involved.