



# UNDER PRESSURE Air Compressors

Sales/Service/Repairs/Hire/Vacuum/Portable

17 / 662 Stuart Highway, Berrimah NT 0828

0411 725 622

ABN: 49 649 274 591

info@upac.au

24/7 Emergency Call Out



## Terms and Conditions

### SECTION 3 — SUPPLIER PURCHASING TERMS

#### Definitions

The following definitions apply throughout these Supplier Purchasing Terms:

**Approved Supplier** – A supplier that has been assessed by UPAC and meets required standards of compliance, reliability, safety, documentation, and performance.

**Business Day** – A day other than a Saturday, Sunday, or public holiday in the Northern Territory, Australia.

**Goods** – Any products, parts, equipment, materials, or items supplied to UPAC under a Purchase Order, whether sourced domestically or internationally.

**Services** – Any labour, installation, repair, testing, transport, or other work performed for UPAC under a Purchase Order.

**Purchase Order (PO)** – A written order issued by UPAC specifying the Goods or Services to be supplied, including pricing, quantities, specifications, and delivery requirements.

**Supplier** – Any individual, company, or entity that provides Goods or Services to UPAC, whether located in Australia or overseas.

**Specifications** – The technical, commercial, or operational requirements stated in the Purchase Order or otherwise agreed in writing.

**Delivery Location** – The UPAC site, workshop, or nominated address where Goods must be delivered.

**Invoice** – A valid tax invoice issued by the Supplier that complies with Australian taxation requirements and includes the correct PO number, item descriptions, quantities, and agreed pricing.

**Warranty** – The Supplier's guarantee that Goods or Services meet required standards, are free from defects, and comply with all applicable laws and specifications.

**Compliance Documentation** – Any Safety Data Sheets (SDS), certificates, test reports, declarations of conformity, or other documents required by law or by UPAC.

**Risk** – Responsibility for loss, damage, or deterioration of Goods during transit or prior to acceptance by UPAC.

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## 1. Introduction

At Under Pressure Air Compressors (UPAC), we maintain clear and consistent purchasing standards to ensure reliable supply, product quality, and compliance across all operations. These Purchasing Terms outline the expectations and requirements that apply to all suppliers providing goods or services to our business. By accepting a purchase order from us, you agree to comply with the terms set out below.

### 1.1 Relationship to Other UPAC Terms

UPAC maintains four categories of Terms & Conditions that govern its relationships with customers, suppliers and account holders:

1. Customer Terms & Conditions
2. Credit Account Terms
3. Supplier Purchasing Terms
4. Hire Terms

These documents operate together as UPAC's unified contractual framework. Each set of terms applies according to the nature of the transaction or relationship. Where more than one set of terms applies at the same time, they must be read together.

UPAC may also publish summary versions of certain terms on its website for general information only. These summaries are non-contractual and do not replace the full terms provided directly to a Customer. If there is any inconsistency between a website summary and the full version of the relevant terms, the full version prevails.

Where there is any inconsistency between UPAC's full Terms & Conditions, the following hierarchy applies (highest to lowest), and the higher-ranking document prevails to the extent of the inconsistency:

1. Credit Account Terms
2. Hire Terms (full version issued to the Customer)
3. Customer Terms & Conditions
4. Supplier Purchasing Terms

## 2. Purpose

These terms ensure consistent, compliant, and cost-effective procurement.

## 3. Scope

Applies to all suppliers providing goods or services to UPAC.

## 4. Approved Suppliers

Suppliers must meet compliance, reliability, safety, and documentation standards.

## 5. Purchase Orders

A valid purchase order (PO) is required unless exempted (e.g., emergency breakdowns).

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## 6. Technical Specifications

Goods must meet the specifications listed on the PO.

## 7. Commercial Terms

Pricing, freight, warranty, and lead times must be agreed before supply.

## 8. Supplier Payment Terms

Unless otherwise agreed in writing, UPAC will make payment **within 30 days from the end of the month** in which a valid tax invoice is received.

Invoices must include the correct PO number, item descriptions, quantities, and agreed pricing. Incorrect or incomplete invoices may be returned for correction, and the payment period will recommence upon receipt of a valid invoice.

Any early-payment discounts must be agreed in writing prior to supply.

## 9. Supplier Dispute Resolution

- If UPAC disputes any part of an invoice, delivery, or supplied goods/services, we will notify the Supplier in writing within a reasonable timeframe.
- The undisputed portion of an invoice will be paid in accordance with standard payment terms.
- Both parties agree to act in good faith to resolve disputes promptly, including providing supporting documentation, delivery records, test results, or other relevant evidence.
- If a dispute cannot be resolved internally, the matter may be escalated to senior management of both parties before any external action is taken.

## 10. Freight, Delivery & Damage Responsibility

- Unless otherwise agreed in writing, all goods are supplied **Delivered Duty Paid (DDP)** to UPAC's nominated location.
- The Supplier is responsible for:
  - Adequate packaging
  - Selecting reputable carriers
  - Insurance of goods during transit
- **Risk of loss or damage remains with the Supplier until goods are delivered and signed for** at the nominated delivery address.
- If goods arrive damaged, short, or otherwise non-compliant:
  - UPAC will notify the Supplier as soon as practicable
  - The Supplier must arrange replacement, repair, or credit at their cost
  - Freight damage claims are the Supplier's responsibility to lodge and manage with their carrier

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## 11. Delivery Requirements

Deliveries must include:

- Packing slip
- PO reference
- Serial numbers (where applicable)

## 12. Inspection & Acceptance

Goods may be rejected if damaged, incorrect, or non-compliant.

## 13. Supplier Non-Performance

UPAC may take corrective action if a Supplier fails to meet required standards, including but not limited to:

- Late delivery
- Repeated quality issues
- Failure to meet specifications
- Incomplete or incorrect documentation
- Failure to comply with these Terms

Corrective actions may include:

- Requesting rectification
- Withholding approval for future orders
- Suspension or removal from the Approved Supplier list
- Cancellation of outstanding Purchase Orders

## 14. Confidentiality

Suppliers must keep confidential all information provided by UPAC, including pricing, customer details, technical information, and operational processes. Confidential information must not be disclosed to third parties without UPAC's written consent.

## 15. Inventory Control

All goods must be recorded in our inventory system.

## 16. Supplier Warranty

Suppliers must provide warranty coverage for compressors, motors, pumps, electrical components, and pressure equipment.

## 17. Safety & Compliance

Suppliers must provide SDS and compliance certificates where required.

## 18. Returns & Credits

Credit notes must be issued within 7 days for approved returns.

## 19. Environmental Responsibility

We encourage sustainable and energy-efficient products.

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## 20. Insurance Requirements

Suppliers must maintain appropriate insurance coverage, including:

- Public liability
- Product liability
- Workers compensation (where applicable)
- Any industry-specific insurance required by law

Evidence of insurance must be provided upon request.

## 21. Compliance with Laws

Suppliers must comply with all applicable laws and regulations, including:

- Northern Territory Work Health & Safety legislation
- Australian Consumer Law
- Environmental and waste-management laws
- Electrical safety and pressure equipment standards
- Any international export, import, or customs requirements for overseas shipments

## 22. Subcontracting

Suppliers must not subcontract any part of the supply of Goods or Services without UPAC's prior written approval. Suppliers remain fully responsible for the performance of any approved subcontractors.

## 23. Termination of Supplier Relationship

UPAC may terminate its relationship with a Supplier:

- Immediately, for serious breaches of these Terms
- With notice, for general operational or performance reasons

Termination does not affect UPAC's rights in relation to prior breaches.

## 24. Ownership & Title Transfer

Unless otherwise agreed in writing:

- **Risk** remains with the Supplier until Goods are delivered and signed for at the Delivery Location.
- **Title** transfers to UPAC only upon delivery of Goods that meet all specifications and documentation requirements.



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## 25. Price Changes

Suppliers must provide written notice of any proposed price changes. Price changes:

- Must not apply retrospectively
- Must not apply to existing Purchase Orders
- Require written acceptance by UPAC before taking effect

## GENERAL TERMS

## 26. Contact Us

For questions about these Terms & Conditions, please contact our team via the details on our website.

## 27. Disclaimer

To the extent permitted by law, UPAC accepts no liability for any loss or damage (including indirect or consequential loss) arising from:

- Use of or reliance on information on our website
- Website unavailability
- Viruses or similar issues

## 28. Trademarks & Copyright

All names, logos, and brand elements used by UPAC are our intellectual property and must not be used without written consent. All website content is protected by copyright. You may view or print content for personal use only.

## 29. Changes to Conditions of Use

We may update these Terms at any time by publishing the revised version on our website. Continued use of our services constitutes acceptance of the updated Terms.

Date	Summary of Modifications	Version No.
28 March 2026	Developed Document	1.0