

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.

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The following are represented on Committee OB-003:

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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 amendments 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 special, 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 insurances 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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