



Management Systems Australia

## ES&H Management System Implementation Guide Purchasing Agreement

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1. This agreement is between

I.I.L. Pty Ltd (A.C.N. 005 547 777) trading as Management Systems Australia.  
5 Brixton Rise, Glen Iris, Victoria, Australia, 3146  
Hereafter called "Management Systems Australia".

and

\_\_\_\_\_ [Company]

\_\_\_\_\_ [address]

Hereafter called "Purchaser".

2. This agreement is made on \_\_\_\_\_ [date]

3. Under this agreement Management Systems Australia agrees to :

3.1 Supply to the Purchaser \_\_\_\_\_ copies of the ES&H Management Systems Implementation Guide (hereafter called "Guide").

3.2 Offer the Purchaser the opportunity to purchase updates and revisions of the Guide, when and if they are issued, at a price to be determined by Management Systems Australia.

4. Under this agreement the Purchaser agrees to :

4.1 Pay Management Systems Australia the sum of \_\_\_\_\_ as invoiced.

4.2 Use the Guide solely for the purposes of its operations in Australia and New Zealand and for no other business, company or organisation, without the expressed prior written permission of Management Systems Australia.

4.3 Not to sell, give or otherwise disclose the contents of this Guide to any other party, other than as defined in 4.2 above.

- 5. The Purchaser agrees that the copyright for the Guide and all its contents remain at all times the exclusive property of Management Systems Australia and that by purchasing the Guide, the Purchaser does not, in any way whatsoever, acquire any rights other than as defined in 4.2 above.
  
- 6. The Purchaser agrees that this Guide has been purchased on the terms and understanding that :
  - 6.1 Management systems Australia and any persons involved in the preparation, publishing, selling, updating or any other activity related to the Guide, are not responsible for any results or consequences whatsoever, arising from any actions taken on the basis of information, omissions or errors contained in the Guide
  
  - 6.2 Management Systems Australia believes that all information contained within this Guide is accurate and reliable. However, no warrant of accuracy or reliability as to such information is given and no responsibility for loss arising in any way whatsoever from, or in connection with, errors or omissions in any information provided in this Guide, including responsibility for any person by reason of negligence, is accepted by Management Systems Australia or by any of its employees or agents.
  
  - 6.3 Management Systems Australia and any person associated with it, expressly disclaim any responsibility whatsoever for the environmental, safety and occupational health aspects, and/or for any other aspects of the Purchaser's operations, nor for the operations of any other party whatsoever.
  
  - 6.4 This Guide does not constitute legal, professional or any other advice. It is the responsibility of the Purchaser to seek such advice at its discretion, for any aspect of its operations related to environmental protection, safety, occupational health or any other aspect addressed in the Guide.

Signed (on Behalf of **Management Systems Australia**)

**Name** \_\_\_\_\_

**Position** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Signed (on Behalf of the **Purchaser**)

**Name** \_\_\_\_\_

**Position** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_