



ES&H Guidelines Purchasing Agreement

SAMPLE

1. This agreement is between

I.I.L. Pty Ltd (A.C.N. 005 547 777) (A.B.N. 59 100 915 829) trading as ES&H International.
5 Brixton Rise, Glen Iris, Victoria, Australia, 3146
Hereafter called "ES&H International".

and

_____ [Company]

_____ [address]

Hereafter called "Purchaser".
2. This agreement is made on _____ [date]
3. Under this agreement ES&H International agrees to :
 - 3.1 Supply to the Purchaser a set of the ES&H Guidelines and associated documents, as described on the ES&H International web site (hereafter called "Guidelines").
 - 3.2 Offer the Purchaser the opportunity to purchase updates and revisions of the Guidelines, when and if they are issued, at a price to be determined by ES&H International.
4. Under this agreement the Purchaser agrees to :
 - 4.1 Pay ES&H International the due amount, by the due date.
 - 4.2 Use the Guidelines solely for the purposes of its own operations and for no other business, company or organisation, without the expressed prior written permission of ES&H International.
 - 4.3 Not to sell, give or otherwise disclose the contents of this Guidelines to any other party, other than as defined in 4.2 above.
5. The Purchaser agrees that the copyright for the Guidelines and all its contents remain at all times the exclusive property of ES&H International and that by purchasing the Guidelines, the Purchaser does not, in any way whatsoever, acquire any rights other than as defined in 4.2 above.



6. The Purchaser agrees that the ES&H Guidelines has been purchased from ES&H International on the terms and understanding that :
- 6.1 ES&H International and any persons involved in the preparation, publishing, selling, updating or any other activity related to the Guidelines, 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 Guidelines
 - 6.2 ES&H International believes that all information contained within this Guidelines 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 any of these Guidelines, including responsibility for any person or entity by reason of negligence, is accepted by ES&H International or by any of its employees or agents.
 - 6.3 ES&H International 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 These Guidelines do 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 Guidelines.

Signed (on Behalf of ES&H International)

Name _____

Position _____

Signature _____ Date _____

Signed (on Behalf of the Purchaser)

Name _____

Position _____

Signature _____ Date _____