



Bur'an Australia

Authentic Indigenous

Suite 204
Level 2, Eastside Building
6 Waterfront Place, ROBINA QLD 4226
ABN: 636 441 499
Phone: +61 (0) 41 328 2655
Email: masks@buranaustralia.com.au

PURCHASE ORDER

DATE: 6-APR-20

FROM:

Recipient Name
Company Name
Street Address
City, State, Post code
Phone: Phone
Email: Email

CLIENTS P.O. NUMBER: _____
TERMS AND CONDITIONS: As attached

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
100,000	Bur'an N99 "Kun'bir - Breath" Mask	54.54	5,454,000
		SUBTOTAL	5,454,000
		GST	545,400
		SHIPPING & HANDLING	0
		TOTAL DUE	5,999,400

Recipient Signature

Recipients Name

Company Representing

Position at Company

[] Recipient is Authorised to sign Purchase order on behalf of the Company





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TAX INVOICE

INVOICE # M_001
DATE: 6-APR-20
DUE DATE: 6-APR-20

TO:

Recipient Name
Company Name
Street Address
City, State, Post code
Phone: Phone

SHIP TO:

Recipient Name
Company Name
Street Address
City, State, Post Code
Phone: Phone

CLIENTS P.O. NUMBER: _____
TERMS AND CONDITIONS: As attached

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
100,000	Bur'an N99 "Kun'bir - Breath" Mask	54.54	5,454,000
		SUBTOTAL	5,454,000
		GST	545,400
		SHIPPING & HANDLING	0
		TOTAL DUE	5,999,400

Due Date: 6-Apr-20
Bur'an Australia
Westpac Bank
BSB: 034167
Account Number: 576939

If you have any questions concerning this invoice, contact masks@buranaustralia.com.au

THANK YOU FOR YOUR BUSINESS!



Bur'an Australia supplies the order under the following terms and conditions

1. Selection of Sizes and Prints

The supplier (Bur'an Australia) will supply a selection of the 5 sizes of masks as per the statistical spread of people in the indigenous communities of Australia. The prints on these masks will also be shared among the designs.

2. Lead Time of the Goods

The supplier (Bur'an Australia) will do everything commercially reasonable to ensure timely manufacturing and distribution of the order.

3. Cancellation of contract

If the Client requests a cancellation in the order, then they will be entitled to a refund of 50% of the total purchase price of the goods if the goods do not get delivered within 5 business days from the request to cancel date.

4. Force Majeure

- 4.1. Where there is an event of force majeure, the party prevented from, or delayed in, performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in, performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.
- 4.2. Upon completion of the event of force majeure the party affected must, as soon as reasonably practicable, recommence the performance of its obligations under this contract. Where the party affected is the supplier, the supplier must provide a revised programme rescheduling the works to minimise the effects of the prevention or delay caused by the event of force majeure.
- 4.3. Where there is an event of force majeure, and the order can not be produced within 24 months of the date of the signed purchase order due to Force Majeure, then the Client will be refunded 80% of the purchase price. The other 20% will be deemed to be forfeited by the client if the supplier has exerted commercially reasonable effort to ensure timely manufacturing and distribution of the order
- 4.4. Definition: force majeure

An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following:

(a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition of either/or the final product or raw materials needed to

create the final product by any governmental, competent authority, manufacturer or any suppliers in the supply chain that is outside of the control of Bur'an Australia.

(b) ionising radiation or contamination, radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component

(c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

(d) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity

(e) strikes or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected party.

(f) Employees forced to stand down due to request from governmental agencies.

(g) logistical network disruptions.

5. Non-Conformity of Product

Sample masks have been tested to N99 Standard and the current manufacturing line has quality control measures in place to ensure the highest of quality.

The Bur'an N99 "Kun'bir - Breath" Masks have been tested to, and passed, the N99 standard.

Bur'an Australia admits that due to current limitations on travel by our quality control specialists we can not guarantee that 100% of masks will meet the N99 standard.

Bur'an Australia therefore states that only 99.5% of masks supplied will meet the N99 standard. The client (also known as the recipient) hereby accepts the responsibility of quality control for the received goods to ensure that all received Kun'bir - Breath" Masks meet the N99 standard at all times. The client shall within 28 days of receiving the masks, provide evidence of all masks that did not meet the prescribed standard on delivery and the client will either be refunded 100% of the cost of the masks above 0.5% or Bur'an Australia will replace the masks at their leisure.

The Client is not to use any masks that do not pass the clients quality control procedure. The client is to ensure that all masks are used as per their instructions. The Client is to ensure that no mask is used in any state that would not pass the clients quality control procedures.

6. Foreign Exchange Rates

The current price is set at the benchmark of 0.6 AUD to 1 USD.

If this falls substantially then supply Quantities will be reduced based on the AUD falling compared to the USD.

7. Client Agreement to Terms and Conditions

The Client hereby agrees to these terms and conditions

Signature

Date

Company Representing