



S.V.C PRODUCTS PTY LTD

TERMS OF QUOTATION, SALE AND TENDER

The following conditions will apply unless specifically withdrawn in our offer.

INTERPRETATION

▪ In these conditions, the terms "SVC", "we" and "our" refer to S.V.C PRODUCTS PTY. LTD., the word "Client" refers to the person, company or organisation accepting this offer. "Conditions of Sale" refers to these CONDITIONS OF QUOTATION, SALE AND TENDER. The terms "F.O.T" and "F.O.G" mean free on truck and free on ground respectively. For the purposes of these conditions, the word "free" means that there is no additional charge for these loading and unloading services except as herein provided.

PREVIOUS OFFERS

▪ This offer supersedes all previous negotiations, offers, correspondence, or discussions received or sent.

COST ADJUSTMENT

▪ The prices quoted are based upon the current costs of labour employed under the Cement and Concrete Products Award, raw materials and statutory obligations and are subject to cost adjustment. Our prices do not include any provisions for site or other allowances or over-award payments, other than any that are being paid to our employees at the time of quotation, or any work outside our normal working hours.

ACCEPTANCE OF OFFER

▪ This offer will lapse if not accepted within 45 days.

▪ Commencement of work by us at the client's request will constitute a full acceptance of our offer including these conditions.

▪ Where the Client wishes to place a partial order, we reserve the right to adjust the unit prices for those items accordingly. If accepted by SVC, such partial orders will be treated as a variation and will be subject to these Conditions of Sale.

PAYMENT

Property in goods does not pass until payment is made. We may recover any goods not paid for within 45 days of delivery and charge our costs of doing so as a variation.

▪ Credit terms are only available to clients who have previously established a credit account which remains current.

▪ All credit accounts are to be paid on a "NET 30 DAYS" basis. This means that payment is to be received within 30 days of the end of the month during which the goods or services were supplied. Accounts unpaid after 45 days will attract interest at bank rate plus 2% from date of delivery. Interest will form a variation to the account.

▪ Other clients may be required to lodge payment with their acceptance of this offer.

▪ All payments are to be free of deductions for retention, liquidated damages, counter claims or any other offset amounts but shall include cost adjustments where appropriate.

▪ Where work has been performed to an agreed schedule but is not able to be delivered, interim invoices will be forwarded to the client for work performed. These invoices will be valued at 90% of the work done and are to be paid on a "NET 30 DAYS" basis. The balance of the value of the work will be invoiced during the month of delivery.

▪ In the event that the processing of a payment by cheque or otherwise attracts additional bank charges, collection fees or other expenses, the Client is to reimburse SVC for those additional expenses. Costs incurred by SVC in seeking payment of unpaid account will form a variation to that account.

VARIATIONS

▪ The prices quoted are based upon the drawings, specifications, bills of quantities or nominated quantities detailed in our offer.

▪ In the event that the client requires variations to be made to any of the same after

the date of quotation, the quoted prices are to be adjusted accordingly.

DIMENSIONS

• All dimensions are to be provided by the client. No allowance has been made to take site measurements.

▪ If shop drawings are required by the Client, the Client will provide all dimensions, drawings and other information necessary for their preparation.

▪ We reserve the right to submit shop drawings for approval by the Client.

▪ The Client shall check the details and dimensions shown on any shop drawings submitted for approval and return same signed as approved and correct for manufacture or amended as required for re-submission.

▪ All moulds and their designs remain our property

DELIVERY SCHEDULES, SEQUENCE OF WORK AND COST OF DELAYS

▪ Delivery times quoted in our offer are subject to review at the time of acceptance. Where possible, manufacturing and delivery schedules will be prepared to meet the Client's requirements but adequate notice must be given to permit the preparation and approval of shop drawings and the subsequent manufacture of moulds, the procurement of materials, fittings and equipment and any other preparatory work.

▪ Any costs arising from alterations or interruptions to the agreed sequence and programme of manufacture or delivery caused by the Client are to be paid for by the Client as a variation.

▪ We reserve the right to charge for any delays, due to circumstances beyond our control, which involve us in storage of finished product, double handling or other expenses. Storage will be charged at the rate of \$2.00 per tonne per week.

▪ Whilst every endeavour will be made to adhere to agreed delivery schedules, we will not be responsible for delays occasioned by acts of war, fire, tempest, flood, scarcity of raw materials, strikes, blackouts, failure of the client to supply details or dimensions or approved working drawings or any other circumstances beyond our control.

ACCEPTANCE & DELIVERY

▪ Acceptance for manufacture will be deemed on acceptance of order or, if shop drawings or samples are required, on acceptance of shop drawing or sample.

▪ **WHERE GOODS ARE SUPPLIED EX WORKS.** The goods will be deemed to have been accepted when they have been placed upon the client's vehicle and any lifting devices have been detached.

▪ **WHERE GOODS ARE SUPPLIED F.O.G. SITE.** The goods will be deemed to have been accepted when they have been placed on the ground and any lifting devices have been detached. When requested to do so by our driver, the Client is to provide a licensed crane chaser or chasers as necessary for the safe unloading of the vehicle.

▪ **WHERE GOODS ARE SUPPLIED F.O.T. SITE.** Goods will be delivered to the job to be borne by the Client. The goods will be deemed to have been accepted by the Client on the attachment of a lifting device.

• **MOVEMENT ON SITE**
The delivery vehicle will only enter the site to facilitate unloading at the Client's risk and responsibility and at the absolute discretion of the driver. The provision of clear access and firm standing are absolute prerequisites to site entry.

• **WHERE GOODS ARE SUPPLIED ON PALLETS,** a deposit per pallet is charged and credited if pallets are returned at time of product delivery. Pallet return is the client's responsibility. Pallets held for more than 30 days, or returned in an unserviceable condition, will be deemed to have been purchased by the client, the deposit will be forfeited, and those pallets will become the property of the client.

At the client's request, SVC will collect pallets from metropolitan sites. This service will be provided free of charge, if the collection can be effected when the delivery is being made to the site. Collections at other times will incur a \$5 per pallet charge.

• In the event that the client or his agent are not in attendance at the site when the goods are delivered, SVC reserves the right to unload the goods and will not be responsible for any subsequent claims of any nature.

• Our offer allows for delivery vehicles to be on site for up to one hour per full load. Additional on-site time will be charged at the rates detailed in the quotation or the rate current at the time of delivery.

▪ These products are offered on the basis they will be correctly installed by competent persons using appropriate materials.

RETURN OF GOODS

▪ No returns will be accepted without the prior written authorisation of SVC.

▪ Standard stock products will only be accepted if the goods are in first class condition in SVC's sole judgement.

▪ Custom cast products or standard stock items which have been modified to suit a Client's purpose or products which have been purchased specifically to complete a Client's order are not returnable.

▪ Clients will be required to pay a handling fee to cover the expense of servicing any goods accepted for return.

SUSPENSION OR TERMINATION

▪ We reserve the right to suspend or terminate the work in the event that:-

▪ the Client fails to carry out or, in our opinion, becomes unable to comply with any of the terms or conditions of this offer; or

▪ the Client has an order made or resolution passed for its winding up, is placed under official management, has an inspector appointed to investigate its affairs, has a receiver and/or manager appointed, becomes unable to pay its debts within the meaning of that expression in Section 589(4) of the Corporations Law or any later provision of that or any succeeding Law having the same effect or fails to pay or compound for a debt exceeding \$1000 to a creditor within 3 weeks of being served a demand by that creditor or enters into any composition or arrangement with its creditors generally or any class thereof; or

▪ the client has a distress or execution levied upon or against or in relation to any of the Client's assets or undertakings or any encumbrancer takes possession of the whole or any part of the Client's assets or undertakings.

▪ Completion dates will be extended by the time lost during any suspension period and all costs and expenses incurred as a result of any suspension or termination shall be reimbursed by the Client.

▪ The Client's acceptance of this offer cannot be cancelled without our consent. The Client undertakes to reimburse SVC for all work done and all expenses incurred as a consequence of the placement and cancellation of any order.

FORMAL AGREEMENT

▪ Should either party require a formal contract, the format is to be agreed between the parties and in the event that the parties agree to adopt a specific contract format, the terms of the contract are to include the provisions contained in these conditions.

FINANCIAL GUARANTEES

▪ We reserve the right to require that reasonable financial guarantees or arrangements suitable to us are entered into by the Client for any or all amounts due or liable to become due to us subsequent to the acceptance of this offer.