

STANDARD CONDITIONS OF QUOTATION AND SALE

1. STANDARD CONDITIONS OF QUOTATION AND SALE

1.1 Unless otherwise expressly agreed in writing by the Company, these Conditions apply to any contract entered into by the Company and to any agreement for the supply of goods to and/or the performance of work by the Company for the Customer.

1.2 It is expressly acknowledged and agreed that any order issued by the Customer consequent upon reference to the attached quotation will be deemed to be an offer to purchase upon the terms stated on the attached quotation and these Conditions notwithstanding any other terms contained in the order or any clause in the order excluding these Conditions.

1.3 The Contract constitutes the entire agreement between the Company and the Customer, in respect of the subject matter of the attached quotation and supersedes all other agreements, understandings, stipulations, terms, conditions or representations (whether oral or in writing).

1.4 Except as may be otherwise specified by the Company, the Contract will be governed by the laws of New South Wales and the parties submit to the exclusive jurisdiction of its court.

2. INTERPRETATION

2.1 In these Conditions, unless the context requires otherwise:

"Act of Insolvency" means:

- (a) the Customer is made bankrupt or a bankruptcy petition is presented against it;
- (b) a meeting of creditors of the Customer is called with a view to entering a scheme of arrangement or composition with creditors or placing the Customer under official management or the Customer enters into such a scheme or is placed under official management; or
- (c) an administrator, liquidator, provisional liquidator or a receiver is appointed in respect of the Customer or an application is made for winding up or a winding up order is made in respect of the Customer.

"Company" means Metecno Pty Limited trading as Bondor

"Completion Date" means the date of completion of the Company and the Customer, in the case where this Contract is for supply of goods only, as the delivery date, or, in the case where this Contract includes Works other than supply of goods, as the completion date, as the case may be, and as may be varied from time to time in accordance with these Conditions.

"Conditions" means these Standard Conditions of Quotation and Sales;

"Contract" means the agreement constituted by the Company's quotation, the Customer's order and the Company's acceptance of the Customer's order;

"Contract Sum" means the total price specified in the Contract as may be adjusted from time to time in accordance with this Contract including, without limitation, the value of Variations performed by the Company;

"Customer" means the person or company from whom the Company accepts an order;

"Site" means the site to be made available to the Company by the Customer for the performance of the Works;

"Services" means the Works in addition to delivery of goods that may be required on the Site as set out in the Contract, including, but not limited to, installation of goods;

"Value" means an independent valuer who is a qualified quality surveyor with not less than 5 years experience and is a member of The Master Builders Associations of NSW Pty Limited;

"Variation" means an increase, decrease, omission, substitution or other change to the scope of the Works including, without limitation, those arising from:

- (a) any change in the design, specifications or information, which prevail at the Site and which were not made known to the Company by the Customer at the date the Company gave its quotation or tender or the Customer made its order
- (b) the final dimensions or specifications relating to any part of the Works varying from those specified in the Company's quotation as a consequence of the Customer providing incorrect information and sub-site conditions, which prevail at the Site and which were not made known to the Company by the Customer at the date the Company gave its quotation or tender or the Customer made its order
- (c) any change in the Site's frame work, steel work, concrete, masonry or other structure to which the Works are to be fixed or any non-conformity of any such structure with any applicable Australian or other standards;
- (d) any reduction in the work the Company provides penetrations, flashing or other goods or services; and
- (e) any enactment, repeal or amendment of applicable laws and regulations;

"Works" means the work to be performed by the Company in accordance with the Contract including, but not limited to the supply of goods, materials or Services including any Variations.

3. QUOTATION

3.1 Subject to clause 3.2, a quotation by the Company remains open for 30 days from the date stated on the quotation and will lapse if the Customer fails to make an order in writing within that period.

3.2 The Company may immediately withdraw a quotation, prior to the expiration of 30 days or may terminate the Contract without notice if a Customer does not in the Company's opinion obtain a satisfactory credit assessment.

3.3 The Customer's order, in writing, and the Company's acceptance, in writing, an order from the Customer the parties are not legally bound.

4. VARIATIONS

4.1 Subject to the other provisions of this Contract, the Customer may instruct or the Company may have to perform Variations.

4.2 The Company is not bound to perform a Variation unless:

- (a) the Customer provides a written instruction from an employee or agent of the Customer to perform the Variation for the Customer; and
- (b) in the reasonable opinion of the Company, the Variation is of a character and extent consistent with the nature of the Works.

4.3 Where the Company received a written instruction from the Customer which does not identify that the instruction is to perform a Variation, but the company believes the work to be performed pursuant to the instruction involves a Variation, the Company may request the Customer to re-issue the instruction in a form complying with clause 4.2(a). If the Customer fails to re-issue the instruction then the Company does not have to comply with the instruction.

4.4 The price payable for a Variation performed by the Company is to be determined by agreement between the Company and the Customer within 7 days after the written instruction under clause 4.2(a) is received by the Company and the agreed price for the variation will be added to or deducted from the Contract Sum and claimed in the month in which it is performed.

5. PAYMENT

5.1 The Customer will pay to the Company the Contract Sum in accordance with clause 5.

5.2 Any tax, including without limitation, duty, levy or other government or statutory charge which is imposed on any part of or all of the Works which relates to the importation, production, sale, consumption, delivery or performance of such Works including tax of the Company's income and capital gains will, to the extent it is not included in the Contract Sum, be added to the Contract Sum.

5.3 "GST" means goods and services tax and any similar tax, whenever introduced, and where applicable, the Company's obligation to recover all GST payable in respect of the supply of anything under or pursuant to this Agreement.

5.4 If credit facilities have been established between the Company and the Customer, the following terms of payment of the Contract Sum will apply:

- (a) in any case in which the Company requires progress payments, such payments will be due and payable within 14 days of the date of each invoice;
- (b) in the case of Services on site payments will be due and payable within 7 days of the completion of those Services;
- (c) in any other case, payments will be due and payable in accordance with the terms stated in the credit application.

5.5 Notwithstanding clause 5.4, the Company may require from the Customer payment in full or payment by the Customer of a non-refundable deposit or other form of security satisfactory to the Company in the case of non-standard goods or goods of non-standard sizes or the performance of Services on Site.

5.6 All payments will be made in full and no amount may be withheld by the Customer by way of security, set-off, deduction or counter-claim, with exception of any right to deduct retention if it is expressly specified in the Contract.

6. COMPLETION

6.1 If the Works involve the performance of Services, the Works are deemed to be complete when the Works are, in the reasonable opinion of the Company, fit for occupation or for use for the purpose for which they were intended as reasonably determined by the Company.

6.2 The Company will complete the Works by the Completion Date. If the Works are delayed by circumstances or events beyond the control of the Company including, but not limited to, delays by the Company's suppliers or subcontractors, delays directly or indirectly caused by the Customer, delay in giving the Company access to the Site in a condition that complies with clause 8.1 of these Conditions, industrial disputes, latent site conditions and weather conditions and irrespective of any other concurrent cause of delay for which the Company may be responsible:

- (a) the Completion Date will automatically be extended by the period advised by the Company to the Customer in writing; and
- (b) the Company may with the Customer's approval, alter the specifications for the Works so as to allow the substitution of equivalent works; or
- (c) the Company may terminate the Contract without any liability for breach of the Contract

6.3 or for any antecedent breach and the Company will be entitled to full payment for all Works, including the supply of goods, which have been performed to the date of termination. The Customer shall be liable for any loss or damages, including consequential loss and loss of profit suffered by the Company as a consequence of such termination.

6.4 The Customer will pay the Company for all costs including, but not limited to, overheads which are reasonably incurred by the Company as a result of a delay which entitles the Company to an extension of time under clause 6.2.

7. DELIVERY AND PACKAGING

7.1 Unless stated otherwise in the Company's quotation, in respect of Works which only comprise of the supply of goods:

- (a) those goods will be supplied to the Company's premises and delivery to a carrier nominated by the Customer will constitute delivery to the Customer. The Customer will be responsible for arranging transport and the payment of insurance for the delivery of the goods;
- (b) where delivery is the Company's responsibility, any claim by the Customer for the loss or damage to the goods will be made to the railway authority, shipping authority or carrier concerned;
- (c) ownership of pallets used for delivery remains with the Company at all times and the Customer will agree to pay the Company for any pallets not returned in good order and condition within 14 days of delivery of goods;
- (d) if delivery of any consignment is delayed at the request of the Customer for more than 7 days, then payment shall become due as if the consignment had been despatched on the due date. Any goods stored as a result of the Customer's inability to deliver on time shall be stored at the Customer's risk, and the Company may at its sole discretion apply a storage and handling fee at current commercial rates;
- (e) if the Company does not receive within 10 days after the date of delivery of the goods, a written claim from the Customer disputing the quantity or the type of the goods delivered, the Customer will be deemed to have accepted the delivery to be in accordance with the Contract; and
- (f) if delivery is to be made at some point beyond the Company's dispatch point, it will provide suitable areas for vehicle off-loading on the site;
- (g) it will provide secure and adequate storage on the Site for all of the Company's equipment and materials;
- (h) it will provide adequate facilities and assistance (as are reasonably required by the Company) on the Site to enable the Company to perform the Works efficiently and safely;
- (i) must insure that detailed plans and drawings of the Site and any other information including, without limitation, information about ground conditions and sub-site conditions which the Company may reasonably require are provided to the Company to enable it to perform the Works safely and efficiently;
- (j) provide all necessary permits, approvals, consents and approvals for the performance of the Works; and
- (k) must ensure that any concrete floor has a smooth trowelled finish and is level to within +/-3mm over any two points on the floor separated by a distance of 300cm and to within +/-5mm between any two points on the floor.

7.2 The Company will be responsible for arranging transport and the payment of insurance for the delivery of the goods.

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(a) due to or arising from incorrect or negligent handling, usage, maintenance or storage disregard of operating and/or maintenance instructions, overloading, unsuitable site conditions, defective civil or building work, lighting, accident, neglect, fault erection or installation (unless carried out by the Company), acts of God or causes beyond the Company's control;

(b) due to or arising from a fire, flood, riot, strike or other event at the Works; especially if the Customer's attention before the Contract is formed or, if the Customer examines the Works before the Contract is formed, except as regards defects which that examination ought to reveal; and

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