

GENERAL CONDITIONS OF SALE.

1. All sales, order, contracts and quotations are subject to the following general conditions.
2. The seller undertakes to deliver the concrete to the kerb of the job address at which point the seller's responsibility will cease. If at the purchaser's request and at its risk it is necessary for a vehicle to cross the footpath or to enter upon private property in the course of effecting delivery, the purchaser will provide safe and adequate access. Further the buyer indemnifies the seller and its agents and contractors for all damage and injury to any person and to any public or private property which may result including any costs associated with enabling the delivery vehicle to leave the site, and the cost of any returned product as a result of the buyer failing to provide suitable and safe access to the delivery site.
3. All quotations on price are made on a job-to-job basis; prices are therefore subject to any price variation made before or after acceptance of quotation, order or contract unless otherwise stated in writing.
4. The seller's prices are based on current material, labour and transport costs and will be subject to rise and fall as a result of any change in any of the above conditions.
5. Unless otherwise arranged, payment for goods supplied must be made on or before delivery of concrete via cash or credit card or direct debit.
6. All concrete is offered for sale under Australian Standard Specification AS 1379.
7. If the amended order is not received by the seller prior to the actual batching of the concrete, the seller reserves the right to charge for any concrete ordered but the purchaser is unable to accept delivery. Concrete which is returned from the site due to the purchaser's inability to use the fully quantity ordered will be subject to an additional charge at the seller's ruling rate to cover cartage, handling and disposal costs.
8. The seller will not be liable for the delay in delivery, or non-delivery, resulting from any cause beyond its control, including plant and delivery equipment breakdowns, industrial stoppages, and shortages of raw materials.
9. A period of 40 minutes is allowed for unloading, and detention of the vehicle in excess of this period will be charged at the seller's ruling rate at that time.
10. Unless otherwise stated in the quotation, prices are based upon slumps not exceeding 80mm, using 20mm maximum size aggregate. Unless otherwise agreed in writing, a surcharge at the seller's ruling rate will apply for concrete which is ordered to have a slump in excess of 80mm or to contain aggregate less than 20mm in size.
11. Prices quoted are for delivery during normal working hours, ie. 6.00am to 4.00pm Monday to Friday. Deliveries made outside of these hours will be subject to a surcharge at the seller's ruling rate at that time. A minimum surcharge is charged for Saturday deliveries. This rate may change without notice. A higher surcharge is charged for jobs starting on Saturday afternoons or on Sundays, holidays or night work by arrangement according to circumstances.
12. Placement of an order either verbally or written based on a quotation implies acceptance of the seller's offer and of these conditions.
13. Concrete supplied for pumping may be subject to a surcharge and the purchaser must inform the seller when this type of concrete is required. It is the purchaser's responsibility to organise a concrete pump. Hoppers on pumps cannot be higher than 1.3m or our minis may not fit.
14. The seller shall not in any circumstances be liable for any loss of revenue, income, rents, profits, use, opportunity, productivity, delay costs, liquidated damages or consequential loss incurred by the purchase arising from the supply of the concrete by the seller.
15. Concrete shall be ordered as normal-class or special-class as set out in AS 1379, as appropriate to its intended use. Unless otherwise agreed in writing between the buyer and seller, the seller shall have no liability for where the product application is other than its intended use.

16. These conditions may be altered only by agreement with the seller. Such alteration must be in writing and be signed by a duly authorised Company Manager. No other employee of the seller, nor any driver under contract to the seller, or any other person

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has any authority to alter any or all of these conditions.

17. Exposed aggregate concrete:

- a. Crushed aggregate and natural gravels are products of nature and due to their inherent character, variations occur in consistency, appearance, quality and texture.
- b. Any sample of crushed aggregate or natural gravels shown to you is only indicative and illustrative of the type of finished product and no guarantee is given that the finished product will conform with the sample.
- c. Aggregate used in the production of grey exposed concrete is specifically selected from the source rock to minimise the variation in colour. The use of Normal Class grey concrete as a base product for exposed purposes is not recommended due to the possibility of high colour variability in standard grey aggregates
- d. The concrete supplier takes no responsibility for the placing and specified finish of the product.
- e. No responsibility will be taken whatsoever should sugar be used at any time in or on the surface of the concrete.

18. Concrete with colour pigments sourced from Concrete Colour Systems (CCS) which are used in accordance with the CCS guidelines unless otherwise agreed with the purchaser/customer. The final colour and finish of the concrete is subject to environmental conditions, placement and techniques and naturally occurring raw material variation. Some variation in appearance and consistency may occur which is beyond the sellers. Colour pigments are an admixture used solely at the purchaser's request and although all care is taken the seller accepts no liabilities in regards to the final colour of any individual load.

19. The seller will not recognise test results from concrete supplied by it unless the concrete is sampled at the point of delivery and tested in accordance with Australian Standards Specification AS 1012. Testing will not automatically be carried out, however, if so requested, the seller can arrange testing at the purchaser's expense. Unless otherwise agreed in writing, charges for this service will be in accordance with the seller's ruling rate for testing at the time of the delivery unless the quotation states otherwise.

