

CONDITIONS OF SALE

Unless otherwise specifically agreed in writing, the prices quoted are strictly net without any right to any discount whatsoever and the price of materials delivered is due and payable 30 days after statement.

2. Prices in the Company's quotation are based, on:
 - (a) The ruling costs of labour, raw materials and transport and other services as at the date of quotation. In the event that there is any change in the cost of any of these items (including without affecting the generality of the foregoing the cost of fuel) after the date of quotation or during the course of the contract, the Company may in respect of deliveries or services or work made provided or done subsequently to such change, alter the price previously quoted or agreed so as to allow or take account of such change and the Customer agrees to pay the altered price;
 - (b) the delivery of materials in full truck loads. Should delivery be requested in smaller loads the Company reserves the right to charge the Customer for any resulting increase in the cost of cartage occasioned thereby such charge to be at the Company's ruling rates therefore at the time of delivery.
 - (c) delivery of materials or the commencement and carrying on of work or the provision of services as the case may be being performed during normal working hours for the quarry of supply. If in any case the Company complies with a request by the Customer for any such performance by the Company outside the normal working hours (but the Company shall not be bound so to comply) the Company shall have the right to charge for any additional cost or expense incurred by it thereby;
 - (d) performance by the Company taking place without delay. The Company shall have the right to charge for any additional costs or expense incurred by it by reason of any delay occurring in performance in any case (whether within or outside the normal working hours) save and except where such delay is occasioned by the default of the Company, its servants, agents or contractors.
3. The Company's responsibility for delivery of materials will cease at the kerbside of the job address stated. If it is necessary for a vehicle to cross a footpath or to enter upon private property in the course of effecting delivery the Customer will provide safe and adequate access and egress and notwithstanding will pay for all damage to any public or private property and every injury or wrong which may result therefrom.
4. The Company shall not be liable to the Customer or any third party in any way whatsoever for any deficiency or fault in any work or services performed by the Company arising whether directly or indirectly as a consequence of any deficiency or fault in any works or services not performed by the Company. Without prejudice to the foregoing:
 - (a) the Company shall be entitled, prior to commencement of or at any time during the performance of any work or services, to require a certificate from some responsible person or authority that any works or services, not performed by the Company, are in accordance with specification; and
 - (b) notwithstanding anything provided by this contract the Company shall be entitled, should it consider that there is any default or deficiency in any works not performed by it or that the same are not in accordance with specification and without liability on its part to suspend performance of any works or services until such default or deficiency is rectified to the Company's satisfaction, or the same made good in accordance with specification.
5. In the event that there is any delay in performance of the contract by the Company, or any failure by the Company to perform due to weather, fire, labour dispute, strike or any other cause whatsoever beyond the Company's control or due to the inability of the Company to obtain raw materials from the source expected by the Company at the date hereof to be its source of supply;
 - (a) The Company will not be liable for any loss or damage sustained by the Customer or by any other person by reason of any such delay or failure; and
 - (b) the Company shall be entitled to suspend performance for such period or periods as it may think fit or terminate the contract, or alternatively first suspend performance and then terminate the contract, and shall not be liable in any way or manner whatsoever for any loss or damage sustained by the Customer or by any other person by reason of any such suspension or termination.
6. In the event of the Customer and/or its agent giving delivery instructions and afterwards cancelling same the Customer will pay the Company on demand as liquidated damages all expenses incurred by the Company up to the time of cancellation. The Company's estimate or statement of expenses incurred shall be final and binding on the Customer.
7.
 - (a) The Company's agreement subject to these conditions to supply and to continue supplies is and shall always be conditioned upon the Company remaining for the time being satisfied as to the Customer's solvency and ability to pay for supplies pursuant hereto within the terms of payment herein prescribed or as may otherwise be agreed in writing and, in the event that the Company at any time during the course of this contract is not so satisfied, the Company may for such period or periods as it may think fit suspend performance under the contract or may terminate the contract or may first suspend performance and then terminate and shall not be liable in any way or manner whatsoever for any loss or damage sustained by the Customer or by any other person by reason of any such suspension to termination. Upon any such suspension or termination the Customer shall forthwith pay to the Company all moneys owing to the Company under this contract whether or not some shall then otherwise be due to be paid.
 - (b) Where a dispute arises between a Customer and the Company as to the performance by either Customer or Company or any term warranty or condition of any contract, the Company shall have the right to stop supply pending settlement of the dispute. The Company shall determine if there is a dispute and at what time the dispute is settled.
8. Any claim relating to the quantity of materials delivered in any delivery must be made within twenty four hours after delivery and confirmed in writing within seven days after the delivery. In the absence of any such claim the Customer shall be liable to pay for the full quantity of materials stated on the Company's relevant delivery dockets. Notwithstanding any such claim or claims as aforesaid all moneys due in respect of the goods stated by the Company to have been supplied shall be paid, immediately the same are due for payment.
9. The Customer is responsible for checking the delivery docket supplied by the Company in relation to each delivery to see that it contains a description of the materials in accordance with the order made by the Customer. If the Customer accepts delivery of materials which in fact are not as ordered and either a description of the materials is omitted from the delivery docket or the materials delivered accord with the description contained in the delivery docket the Customer shall be liable to pay for the materials delivered and the Company shall not be liable to the Customer for, and the Customer shall indemnify the Company against liability to any other person for, any loss or damage whatsoever caused by or arising out of the fact that the materials delivered are not as ordered.
10. These conditions may be altered only by a Director of the Company. Such alteration must be in writing and be signed by the such Director and no other employee of the Company, nor any lorry owner driver under contract to the Company, nor any other person has any authority to alter any or all of these conditions.
11. All amounts not paid by the Customer within 30 days of the date of statement shall bear interest at a rate being the equivalent to the amount allowed by the Supreme Court of New South Wales in respect of judgement debts as at the date of such statement.
12. Any reference to the Customer in these conditions includes the employees, agents, sub-contractors, successors assignees of any person claiming through or under the Customer. The action or signatures of any person appearing to have the authority of the Customer so to do shall bind the Customer.
13. Unless otherwise agreed in writing the Company when supplying any materials shall not be taken to have approved any specification as being suitable for any particular purpose and shall not be liable for any loss or delay (or costs associated therewith) arising from the defects in or unsuitability of specification.
14. The conditions of this document are the only terms and conditions of the contract between the Company and the Customer.