

## STANDARD CONDITIONS OF SALE FOR READY MIXED CONCRETE

- DON'T ADD WATER →
1. All concrete is offered for supply under Australian Standard Specification AS1379, unless otherwise stated.
2. The concrete supplied is as detailed on the delivery docket, the Company is unable to accept responsibility in respect of strength or any defect which may develop in any concrete supplied if:
- water is added to concrete either before or after discharge from the delivery unit without the approval of the Company's representative.
  - an admixture is used in the concrete at the Customer's request or specification.
  - such lack of strength or defect is due to faulty handling, placing or curing by the Customer or agent.
  - such lack of strength or defect is due to faulty or defective job practise by the Customer or agent.
3. The mix ordered will be detailed on the face of the delivery docket and must be checked by the Customer at the time of delivery for compliance with the job specification. The Company is unable to accept responsibility if this check is not made before discharge is commenced.
4. The Company 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 Standard Specification AS 1012. Testing will not automatically be carried out, however if so requested the Company will institute a test programme at the Customer's expense. Charges for this service will be in accordance with the Company's ruling rates at the time of delivery.
- ACCESS TO JOB →
5. The Company's responsibility for delivery of concrete 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 a 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.
6. The Company reserves the right to charge for any concrete ordered of which the Customer is unable to accept delivery, if the amended order is not received by the Company prior to the actual batching of the concrete. Concrete which is returned from the site due to the Customer's inability to use the full quantity ordered will be subject to an additional charge at the Company's ruling rate to cover cartage, handling and disposal costs.
7. The Company shall not be liable to any Customer or any other party for any direct or indirect or consequential loss or damage whatsoever by reason of any delay in delivery whether the same is due to the negligence of the Company or any other party, strike or any other industrial action be it of the Company or other party, or any other cause whatsoever. It is agreed that the Company shall not be responsible for delay in manufacture or delivery caused by, or in manufacture or delivery caused by, or in any way incidental to act of God, war, fire, breakage of machinery or strikes or arising out of any other unexpected or exceptional cause, or any cause beyond the Company's reasonable control. The exemptions, limitations, terms and conditions contained in these shall apply whether or not loss or damage is caused by negligence or actions constituting fundamental breach of contract.
- WAITING TIME →
8. A period of seven minutes per cubic metre, with a maximum of twenty minutes, is allowed for unloading per batch load. Any detention in excess of this period will be charged at the Company's ruling rate at the time.
- EXTRA CHARGES FOR SMALL LOADS →
9. Prices are based on minimum individual deliveries of three cubic metres. Additional cartage will be charged for loads less than three cubic metres at the Company's ruling rate at that time.
10. The Company'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 unless otherwise stated in the quotation.
- SLUMP →
11. Unless otherwise stated in the quotation, prices are based upon slumps not exceeding 80mm, using 20mm maximum size aggregate. A surcharge at the Company's ruling rate will apply for concrete which is ordered to have a slump other than 80 mm or to contain aggregate other than 20mm in size.
- SURCHARGES →
12. Prices quoted are for delivery during normal working hours, ie. 6.30a.m. to 4.00p.m. Monday to Friday. Deliveries made outside of these hours will be subject to a surcharge at the Company's ruling rate at that time, or as agreed to by the Company.
13. Invoice charges will be based upon the quantity of concrete supplied as per delivery docket. Any claim alleged short delivery of concrete must be made in writing within seven days of delivery otherwise the parties agree that the Customer shall not be able to make such claim or be given any credit for such claim by the Company and shall be liable to pay for the full quantity of concrete stated in the Company's delivery dockets.
14. Placement of an order either verbally or written based on a quotation implies acceptance of the Company's offer and of these conditions.
- WRITTEN PURCHASE ORDER →
15. Where an order is made orally based on a quotation and concrete is delivered then each load delivered shall form a separate and distinct contract which shall be subject to the terms and conditions of the quotation. However, where an order is made in writing based on a quotation and involves a series of deliveries, then a contract shall not come into existence until there is an acceptance in writing by the Company provided that, if in the interim, the Company makes delivery of concrete or a series of deliveries prior to acceptance in writing by it of the written order, then each delivery shall constitute a separate and distinct contract which shall be subject to the terms and conditions of the quotation.
- Each and every contract between Company and Customer shall be subject only to the terms and conditions of the quotation and any variation of these conditions shall not be binding on the Company unless the varied conditions are accepted in writing by the Company.
16. Where a dispute arises between a Customer and Company as to the performance by either Customer or Company of 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.
- PAYMENT →
17. The payment for concrete will be cash before delivery unless the Customer is an "approved account" with the Company. In such cases an approved account will mean that payment is to be made strictly net at 30 days from the end of the month during which purchases were made. The Company reserves the right at all times to determine that an "approved account" is no longer so approved. Quotations remain open for acceptance for a maximum period of 30 days and are based on the indicated total quantity of concrete required for the project. Provided always that unless otherwise agreed between the parties in writing, deliveries shall commence within a reasonable time after acceptance of the quotation and conditions, and shall entail a continuing supply of concrete.
- PUMP MIX →
18. The Customer must inform the Company when concrete pumping is required as some concrete mixes are not suitable. The concrete pump is to be fit for purpose.
19. Special concrete for critical elements will be subject to a surcharge and the Customer must inform the Company when this type of concrete is required.
20. These conditions may be altered only by the Company's management. Such alteration must be in writing and be signed by the duly authorised management person 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.
- CONFIRMATION OF DELIVERY AND CHARGES
21. The Customer must supply a company representative to the Company or his nominated representative for the purpose of confirming the receipt of goods and or acceptance of associated charges. Failure to do so and the Customer will be liable for payment of the goods and associated charges as per the delivery docket.