



CLAD INVESTMENTS PTY LTD ATF THE POST UNIT TRUST  
T/AS TOWNSVILLE FENCING AROUND TOWN

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## Standard Conditions of Quotation, Price Adjustments and Sales

### GENERAL

1. This quotation is not an offer by Townsville Fencing Around Town (hereafter called "the Supplier") to supply the goods, materials, services or work detailed, specified, or set out herein, at the price or on the conditions set out herein. This quotation is notice of the price, terms and conditions which will govern any offer made by the person, firm or corporation to whom the quotation is submitted (when accepted by the Supplier) to the Supplier in respect of the supply of the goods, materials, services or work detailed by the express agreement of the Supplier. This quotation is given subject to acceptance within 30 days unless previously withdrawn.

2. a. This quotation is only for:

i. The supply of the goods or materials

ii. The supply and erection of the goods or materials

iii. The supply or carrying out of the work or services specifically referred to herein and is only a quotation for the party to whom the same is addressed and the price and other matters set out herein shall only apply to an order received from the party to whom the same is addressed.

b. The quotation is based on the prices current as at the date hereof. Any increase in price of any component part or in labour, freight or other charges between the date hereof and the supply or completion of the goods, materials or work quoted shall be borne and paid for by the purchaser.

c. Quotations do include General Sales Tax unless otherwise stated. All GST payable on any of the goods, materials, services or works which are the subject of the quotation, or the component parts thereof, shall be charged to the purchaser's account and paid in accordance with the terms of payment herein stated.

d. Quotations for fencing and other structures are based on the following provisions:

i. A clear and level site with good soil digging conditions

ii. Line, level and survey and area pegs are to be positioned by the purchaser prior to commencement of installation (sloping sites may incur an additional charge).

e. If the purchaser requires the Supplier to make any variation by the way of alterations or additions to works comprised in the contract, such request shall be in writing and the Supplier shall not be bound to proceed until acceptance by the purchaser to the Supplier's assessment of additional costs involved. If the purchaser requires any portion of the contract work to be omitted, such request shall be in writing or any work done or materials specially manufactured for the purchaser included in such omissions, shall be chargeable to the purchaser's account.

f. Unless specifically referred to in the quotation, the following shall not be included within the quoted price and if undertaken by the Supplier, shall be charged to the purchaser at the cost to the supplier plus 15% surcharge:

i. Clearing and pegging out of areas in which, or adjacent to which, goods, materials, services or work are to be supplied or carried out, to allow a clear access and working area for equipment and vehicles.

ii. Removal of obstructions beneath ground level, necessitating the use of special equipment and/or additional labour

iii. Any interruptions, interference or delay caused by the purchaser, or any of their employees, subcontractors or agents.

iv. Clearing of the fence line of obstructions, vegetation etc.

v. It is the purchaser's responsibility to check with the appropriate authority to ensure that the line is clear of any underground services, pipes, cables, gas lines, irrigation etc. The Supplier accepts no liability for damage to any underground services which occur during the course of our works.

g. Fencing and other structures to be erected by the Supplier will be erected in the position indicated by the purchaser and no responsibility or liability will be accepted should fences, buildings or structures be incorrectly sited, constructed in the wrong position or encroach onto the land of any person other than that owned by the purchaser. The purchaser will keep the Supplier indemnified against any and all claims, losses, costs and expenses suffered or incurred by the Supplier by reason of any incorrect positioning or construction.

## **QUANTITIES**

3. a. Quotations based on quantities or measurements given in the purchaser's instructions, whether by letter, specification, bill of quantities, drawings etc., include only items which are clearly detailed therein as to dimensions and numbers.

b. Any additional items which the Supplier considers are necessarily required to be included in the quotation, the Supplier's interpretation of any such letter, specifications, bill of quantities or drawings as to quantities and dimensions shall be taken as correct and any variation shall be chargeable to the purchaser's account.

## **PAYMENT**

4. a. All monies payable to the Supplier pursuant to the quotation are payable without deduction, unless otherwise specified, free of exchange, upon delivery and erection of goods. The Supplier's acceptance of any order is contingent upon the purchaser making arrangements for payment satisfactory to the Supplier and the Supplier shall be under no obligation to proceed until satisfied as to the purchaser's ability to pay. No payment to the Supplier shall be withheld because of claims for defective materials or workmanship but the remedy of the purchaser if any claims shall be proved shall be by way of counter claim only.

b. Any good, materials, services or work supplied, erected or carried out pursuant to any order received as a result of this quotation which shall be supplied over a period in excess of thirty (30) days will be invoiced every 30 days for the goods, materials, services or work supplied, erected, carried out during the preceding 30 days and payment will be made within 30 days of invoice unless otherwise agreed.

c. Notwithstanding the provisions of (a) hereof when payments are to be made contingent upon delivery, erection or test and such delivery, erection or test is delayed by reason of unreadiness of site or foundation or for any other cause beyond the control of the Supplier, the purchaser shall make payment when delivery, erection or test is otherwise due to be made and the company is ready to effect the same pursuant to the contract.

d. Goods and materials shall, if required, be stored at the purchaser's risk and expense.

## **DEFAULT**

5. If the purchaser fails to make payment on any due date, such failure shall constitute a breach of contract and the Supplier may treat the whole contract as repudiated and act accordingly. The supplier may before any further delivery against any order, require payment thereof and of all other accounts due under the said contract or any other contract between the parties.

## **DOCUMENTS ASSOCIATED WITH QUOTATIONS**

6. Illustrations, drawings, catalogues, advertisements, pamphlets and the like accompanying the quotation or in the purchaser's hands before or after the purchaser places an order are supplied in good faith for general information only, and shall not be used in connection with, or in support of, or as the basis of any claim against

the Supplier nor to justify reflection of goods. Any inaccuracies or incorrect information contained in such documents shall not avoid or vitiate the contract nor shall they entitle the purchaser to compensation or other allowances. All drawings are and shall remain the exclusive property of the Supplier and may be recalled by the Supplier and must be considered and treated as confidential and not be copied, loaned or otherwise used without the Supplier's consent. Clerical and technical errors are also subject to correction at any time by the Supplier.

## **DELIVERY**

7. The time quoted for supply of any goods and materials, services or work is deemed to commence as from acceptance of the Supplier's quotation or of a written order by the purchaser and is subject to the Supplier being in possession, at the relevant time, of all materials, information and drawings necessary to enable it to commence and also subject to the supply, erection and carrying on by the Supplier of prior orders received from other sources by the Supplier. Townsville Fencing Around Town will accept no liability for failure to supply or for delays in supply and failure or delay in the supply, erection, carrying out of any other goods, materials, services or work due to strikes, lockouts, accidents, local labour shortages, fire, flood or other causality, shortages or failure of raw materials, supplies, fuel, power, transportation, breakdown of equipment or events of an unusual nature which may cause interruption in the manufacture of the work or which are due to any other causes over which the Supplier has not control. In no event shall the Supplier be liable for consequential damages, or claims resulting from failure or delay in delivery of erection.

## **RISK**

8. Where goods or materials are sold Free of Risk, Townsville Fencing Around Town's responsibility ceases on the goods or materials being put on the appropriate wharf, rail, ship or other vehicle at place of delivery, notwithstanding that freight may be arranged or carrier engaged by the Supplier for the purchaser's benefit or convenience. No responsibility will be accepted for unloading, staking or storage of goods at destination. If so directed by the purchaser, the Supplier will take out Marine or other insurance at the cost of the purchaser.

## **CLAIMS**

9. The goods and materials supplied pursuant to an order being received by the Supplier as a result of the quotation shall in all aspects be at the risk of the purchaser from the time they leave the factory of premises of the company. The purchaser will be responsible for immediate examination of goods upon delivery and any claim for shortage or carnage in transit must be made by the purchaser against the carrier concerned. If the purchaser fails to make any such claim, the goods shall be deemed to be, in all respects, in good and sufficient order in accordance with the contract and the purchaser shall be bound to accept and pay for the same accordingly.

## **REGISTERED DESIGNS, TRADEMARKS, LETTERS PATENT ETC.**

10. When goods or materials are ordered which are not of the Supplier's design, the purchaser warrants that in the making of them the Supplier shall not be liable for any infringements of a registered design, trademark or letters patent and agrees to indemnify the Supplier in respect of any action that may be brought against the Supplier and any loss or expense suffered by the Supplier by reason of such infringement.

## **APPLICATION OF CONDITIONS**

11. Contracts and orders are accepted upon, and subject to, the Supplier's Conditions of Quotation and Sale as herein printed and the printed conditions herein are to have as full force and effect as if incorporated in the purchaser's order. Unless expressly accepted in writing any qualification of these conditions in a purchaser's form is to be deemed inapplicable, the Supplier acknowledges that nothing in these Standard Conditions of Quotation and Sale shall exclude, restrict or modify any statutory rights, State or Federal, which are vested in the purchase.

## **WARRANTIES**

12. The Supplier does not warrant that the design, dimensions, or physical properties of any goods supplied in consequence of this quotation are suitable for any particular purpose or that any services will achieve a particular result. The Supplier accepts no liability for loss or damage howsoever arising or for any indirect or consequential loss or damage of any description resulting for any defect in any of the goods, services or work supplied or undertaken by the Supplier.