



TERMS AND CONDITIONS OF SERVICE

Definitions and meaning

Client: Any persons, company or corporation or other entity who engages Sonsef Concrete to carry out any works or services.

1.0 Quotations & Pricing

1.1 The pricing on any estimates or quotations is based on the supply of every item listed only and that any quantity variations and/or any exclusion of any items consisting of equipment and/or materials and labour charges not listed will affect the final pricing of any estimates or quotations supplied by Sonsef Concrete.

1.2 Sonsef Concrete reserves the right to make any increases to its estimates or quotations at any time where any items consisting of any equipment and or material and any labour charge is required to complete the Services for the Client that was not originally provided in the quotation due to the Client's failure to disclose critical information necessary to satisfactorily complete the necessary works. This is specially the case where the Client requests a quotation in the absence of a site visit and inspection and reliance on drawings and other documents only.

1.3 In the event that the Client discontinues the services of Sonsef Concrete due to increases in the charges as a result of clause 1.1 and 1.2, the Client may do so, but in writing, and will be liable to reimburse Sonsef Concrete for any services rendered immediately prior to the date of cessation of works.

1.4 Sonsef Concrete has made no allowances for the supply of any additional equipment e.g. ladders above 2.1m, scissor lifts, scaffolding, or any machinery or the digging of any trenches, or grinding or concrete cutting works, unless listed on the estimate or quotation supplied by Sonsef Concrete. Sonsef Concrete does not carry any additional equipment or material and the Client will be charged the reasonable associated costs which are deemed critical or vital in satisfactorily completing the agreed works. Sonsef Concrete will make reasonable efforts to notify the Client of any such material or equipment that may be necessary to fulfil the requirements of the scope of works agreed to.

1.5 Sonsef Concrete will not be responsible for any other cost whatsoever, which are not listed items on its estimates or quotations submitted to the Client and therefore any such works not contained will be deemed out of scope works. This applies once the Client accepts a quotation and estimate and works have commenced by Sonsef Concrete or an associated entity or sub contractor. The Client is legally bound to cover costs as per the agreed estimate or quotation provided.

1.6 Sonsef Concrete will not be held liable for incurring any costs under any circumstance due to any possible unforeseen cost which may have been overlooked by either party associated. Furthermore, the Client is fully responsible for ensuring that permits have been obtained prior to commencing works and that engineering specifications are accurate. Any

damage or subsequent issues as a result of engineering drawings or failure to hold a valid permit for works agreed to is the responsibility of the Client, not Sonsef Concrete.

1.7 Sonsef Concrete will not be liable for the replacement of damaged pits, concrete, steel, pits or any other materials and equipment on site required to complete concreting works if the damage was not caused by Sonsef Concrete. The Client will be charged for replacement fees of these items in such incidents and the Client agrees to this.

1.8 Sonsef Concrete does not take any responsibility for damage to sealant on the concrete, or cracks or drainage issues which were not highlighted within the inspection period in accordance with clause 6.

2.0 Payment Terms

2.1 Payment must be made for the services as stated on the provided invoices from Sonsef Concrete. Payment must be made within 10 business working days or as specified in the provided quotation and subsequent invoice. The Client and Sonsef Concrete may come to a mutual agreement of alternative payment terms which will be agreed to in writing. However, Sonsef Concrete reserves the right to charge the Client interest on any payments in arrears beyond 20 ordinary days, and at the rate of 2.5% per day deemed overdue, to be compounded daily.

2.2 Payment can be made by cash, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and Sonsef Concrete.

2.3 GST and other taxes and duties that may be applicable shall be automatically added to the quotation and estimate except when they are expressly included in the quotation or estimate.

2.4 Without prejudice to Sonsef Concrete, Sonsef Concrete shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Sonsef Concrete shall, whether or not due to for payment, become immediately payable in the event that: a) any money payable to Sonsef Concrete becomes overdue, or in Sonsef Concrete's opinion the client will be unable to meet its payment as they fall due or; b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

3.0 Equipment

The Client accepts full responsibility for the safe keeping of any equipment whilst being kept or stored on the Client's property and the Client agrees to indemnify Sonsef Concrete against physical loss or damage including but not limited to the perils of accident, fire, theft and burglary and all other risks. Further the Client will not use the equipment nor permit it to be used in such a manner as would permit an issuer to decline any claim whilst being kept or stored on the Client's property.



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4.0 Cancellations

The client may request cancellation of agreed works to be carried out by Sonsef Concrete but the client is obligated to pay all costs incurred by Sonsef Concrete immediately prior to the notification to cancel works has been made in writing. Written notification must be provided to Sonsef Concrete from the Client if seeking cancellation of agreed works. Invoice will be issued to Client outlining the items to be charged which must be paid within the agreed payment terms. The Client will incur all actual charges to date of cancellation date including but not limited to; labour costs, materials, equipment, insurances, compounded interest and late payment fees in the event of late payment and etc...

5.0 Charging Interest in Real Estate

Sonsef Concrete will not be liable for any loss or damage the Client suffers because Sonsef Concrete has exercised its right herein this agreement, or if Sonsef Concrete does not carry out works for any reasons whatsoever. Reasonable notice will be provided to the Client if any delays or unforeseen issues arise which prohibit or delay the carrying out of works for the Client.

6.0 Errors and Omissions

The Client shall inspect the concrete and associated works rendered by Sonsef Concrete within two days, and no later with time being of the essence, and notify Sonsef Concrete within the same period of two days of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the scope of works as per the quotation. The client shall afford Sonsef Concrete an opportunity to inspect the services within a reasonable time following delivery if the Client believes the Services are defective in any way, shape or form. If the Client shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and condition and free from any defect or damage. For defective services, which Sonsef Concrete has agreed in writing that the Client is entitled to, Sonsef Concrete's liability is limited to either (at Sonsef Concrete's discretion) replacing the services or rectifying the services, except where the Client has acquired services as a consumer within the meaning of the Trade Practices Act 1974 or the Fair Trading Acts of Victoria.

6.1 It must be noted, that Sonsef Concrete does not take any legal responsibility or ownership of defects or faults of services provided if it is either deemed to be or perceived to be a defect or fault as a result of a third party or service provider, or due to the subjective opinion of the Client such as colour or appeal of concrete. Sonsef Concrete reserves the right to engage in an independent assessor to evaluate any allegations of faults or defects before agreement of repairs has been negotiated. Furthermore Sonsef Concrete does not guarantee that exposed concrete, or coloured concrete will be consistent with the chosen colour or texture as selected by the Client as the concrete colour

and material is supplied by a third party and not directly by Sonsef Concrete. Therefore in such instances, a secondary claim for rectification will be made to the concrete supplier on behalf of the Client by Sonsef Concrete, but no liability will be taken by Sonsef Concrete directly.

6.2 The Client agrees to make payment for costs incurred for services carried out by Sonsef Concrete within payment terms irrespective of allegations of service faults or defects by the Client or parties associated with the Client unless otherwise proven by the Client and accompanied by a third party independent assessor. Any subsequent reimbursements as agreed to between the Client and Sonsef Concrete shall be agreed to and finalised once initial payment terms have been honoured by the Client. Failure to do so may result in legal action and recovery on behalf of Sonsef Concrete against the Client and any payable interest charges applied.

7.0 Miscellaneous

7.1 Sonsef Concrete shall be under no liability whatsoever to the Client for any indirect and or consequential loss and or expense including loss of profit suffered by the Client arising out of a breach by Sonsef Concrete of these terms and conditions.

7.2 Sonsef Concrete may license or sub-contract all or any part of its rights and obligations without the Clients consent.

7.3 Neither party shall be liable for any default due to an act of environmental nature, war, terrorism, fire, flood, storm or other event beyond the reasonable control of either party.

8.0 Environmental and Weather Conditions

It is at the discretion of Sonsef Concrete to determine whether or not it is safe or reasonably practicable to carry out works in the event of environmental effects such as rain, hail, thunders storms or any other weather conditions that may permit or not permit Sonsef Concrete to carry out the required works. No charges will be incurred on either party's behalf in the event of weather related issues hindering works to be carried out. Scheduling of works to be carried out can be hindered by weather conditions and other reasons. In that event, notice will be given to the Client in the event that weather conditions hinder works to be carried out consequently affecting schedules of works to be carried out.

8.1 Under no circumstances will Sonsef Concrete be liable for any charges or costs incurred by the Client due to scheduling delays and other reasons.

9.0 Public Liability Insurance

Sonsef Concrete will possess valid Public and Products Liability Insurance by an approved and accredited insurance provider and will provide to the Client upon request a Certificate of Currency that is valid. Public Liability Insurance will provide cover for Concrete Constructions including driveway crossovers.

10. Client Authorisation and Acknowledgment



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I have read and fully understand the above Terms and Conditions and I agree that all its information is acceptable and to my satisfaction. I also agree to all of the above Terms and Conditions and all its payment arrangements and any recovery cost which may be associated with the recovery of any late payment and or any amounts not received which are set out on this document and any associated documents being Estimates, Quotations, Invoices or Tax Invoices or variation and that any detail which I have supplied on any document are true and correct. I am also aware if any costs are incurred by Sonsef Concrete for any reason from any services performed or materials supplied or returned to Sonsef Concrete which is not exclusive to recovery of any cost associated with these services performed or materials supplied or returned, which includes any recover for fees and or legal fees of any late payments and or payment made then these costs will be charged to you on behalf of the Client or entity of which these works performed has been carried out.

11. Acceptance of Terms and Conditions

By agreeing to accept our estimates and or quotation and or any variation not to exclude any other agreement or contract supplied by Sonsef Concrete you accept that you have read and agree to all the above Terms and Conditions mentioned. You also agree that you understand all the Terms and Conditions supplied on this document are enforceable if all efforts to finalise any disputes or payments are unable to come to a mutual arrangement with all parties involved within payment terms.