



BRISBANE IRRIGATION SYSTEMS - TERMS & CONDITIONS

The following terms & conditions form part of the Quotation and shall become the Conditions of Contract for the works and any subsequent variations. These Conditions shall only be varied by agreement in writing.

1. TERMS OF PAYMENT

Unless otherwise agreed payment for invoices shall be made within seven days (7) net from date of invoice for the full amount of each invoice.

2. PAYMENT CLAIMS

Payment claims shall be invoiced weekly unless otherwise agreed in writing.

3. INTEREST

Should any amount invoiced remain due and unpaid for more than thirty (30) days past the due date for payment, an administration fee of 5% shall apply and interest shall be payable from the due date up to the date on which payment is made at the rate of 15% per annum.

4. SITE FACILITIES

Unless specifically allowed for in this Quotation, the following facilities, as considered necessary by the Contractor, for carrying out the contract shall be provided without cost to the Contractor by the Client:

- (a) Fresh clean water, power as required
- (b) A dry safe space for materials with adequate protection against theft, damage, etc.
- (c) Toilet and washing facilities.

5. SCOPE OF THE WORKS

This Quotation is for the carrying out of the 'work' as specified herein and otherwise excludes anything not specified in the scope of work or herein. Unless specifically stated otherwise, the work excludes any latent site conditions or conditions unknown at the time of quotation.

6. INSURANCE

The existing structures, together with all the contents thereof and the works including materials incorporated or to be incorporated herein, and all scaffold plant and equipment including specialised equipment to be used for the execution of the works, whilst on or adjacent to the site of the Works shall, except as detailed in sub clause (a) of this clause, be at the sole risk of the Client who should maintain adequate insurances against the risk of any damage or loss thereto.

- a) The Contractor's liability under the contract, under statute and in equity is limited to the lesser of 10% of the Contract Value or \$50,000.00. All indirect, special, business, profit, rent or consequential losses are excluded.
- b) Unless agreed otherwise in writing, costs or losses incurred due to delay in carrying out or completing the work is excluded.

7. DEFECTS

The Client shall within seven (7) days of the date of the completion of each item of work, notify the Contractor in writing of any defects or faults (if any) which are apparent in the works failing which, to the extent permitted by law, liability is excluded.

8. VARIATIONS & OTHER COSTS

- a) All variations or additional work shall be charged for at the quoted price or if no quotation has been given the works will be charged for at the Contractors then current charge out rate for labour and all materials and equipment plus 30%.
- b) Any costs incurred by the Contractor due to delay, prolongation or acceleration are payable at the Contractors then current charge out rate for labour and equipment plus 30%.

9. MOBILISATION, DOWNTIME AND ACCESS Work will be carried out in a continuous logical manner within a single mobilisation. Re-mobilisation and down time will be charged at our normal rates. Free and unimpeded access is required to the site during the works. Parking on site for one vehicle and a visiting vehicle for our supervisor to be provided free of charge.

10. TAXES

No allowance has been made for Government Taxes or GST unless nominated on the quotation.

11. PROGRAM

Due to the nature of our work, all programs are preliminary and subject to change. Adverse weather conditions may alter programs or delay start dates. Upon receipt of a written acceptance of our quotation the client will be advised as to an approximate start date.

12. NORMAL WORKING HOURS

Unless otherwise agreed, all works will be carried out between 7.00 am to 3.30 pm, Monday to Friday. Works outside these times will incur a surcharge. No site allowance has been allowed unless otherwise specified.

13. MAINTENANCE

If the work involves new plantings or lawn, the Client accepts that it must carry out daily watering in the first month and thereafter regular inspection to ensure water, mulching and landscaping is maintained. The parties agree that the Contractor accepts no liability for plant and lawn degradation or death arising from the Client's failure to maintain.

14. WRITTEN ORDER

A written acceptance is required prior to the start of labour to any project. A lead-time is normally required to effectively mobilise.

15. PRECEDENCE

These terms take precedence over any other terms purported to apply in the carrying out of the work, whether in another document such as a 'contract', 'subcontract', 'agreement', 'purchase order' or otherwise.

16. VALIDITY OF QUOTATION

30 Days from quotation date

17. GOVERNING LAW

The Contract is governed by the laws of Queensland and each Party submits to the non-exclusive jurisdiction of the Courts and Tribunals exercising jurisdiction there in connection with matters concerning the Contract.