



TERMS & CONDITIONS OF TRADE

- 1. QUOTATION:** This quotation may be withdrawn at any time by the Company but if not withdrawn becomes NULL & VOID unless the Buyers written acceptance is received within 90 days from the date of quotation.
- 2. PRICES:** This quotation is based on current awards, material costs and transport. Any variation to any or all of these rates and charges between the date of quotation and the date such costs are incurred by the Company, shall be to the buyer's account. Dimensions from plans are subject to measurement of the complete contract and any variations will be charged for. Claims for reductions of account of such variations can only be allowed if made before the materials are ordered.
- 3. TERMS:** The Balance of the Contract Price is payable within 7 days of Completion. This quotation does not constitute an agreement to grant credit facilities. Where credit terms are approved by the Company, payment will be due on the 20th of the following month unless otherwise stated. Interest at the rate of 18% per annum is payable on overdue accounts. Property in the materials shall pass to the buyer upon payment of the price. Materials may be reclaimed by the Company should the Account be in default for a period exceeding 3 months.
- 4. VARIATIONS:** Variations to the contract are to be notified in writing to the Company and the variation in the contract price mutually agreed before any work is undertaken.
- 5. PERFORMANCE:**
 - (a) The Company shall use its best endeavours to perform the contract but accepts no responsibility for delays caused by manufacturers inability to supply materials, strikes, delays in transit or other causes beyond the Company's control.
 - (b) If required, scaffolding and planking is to be supplied and erected to OSH requirements free of charge to the Company (unless otherwise quoted)
 - (c) The Company accepts no responsibility for damage caused to our work by other trades. The Buyer shall undertake to pay the cost if any such repairs become necessary.
- 6. CLAIMS:** The Company shall not be liable for any consequential indirect or special damage or loss of any kind whatsoever. Written notice of any complaint must be received within 7 days of completion of the contract. No responsibility is accepted for any ponding of water, or other consequences which may be due to timber shrinkage, moisture, structural movement of other causes beyond the Company's control. The Company shall not be liable for any damage or loss caused by the Buyer's servants, agent, contractors, visitors, tenants, trespassers or other person whatsoever.
- 7. GUARANTEE:** Where a guarantee is called for this will be given for the period specified or as stated in our quotation, on our standard form, which does not cover for consequential damage to the building or its contents. The guarantee period will commence from the date of completion of our work and will not be issued until the contract price is paid in full.
- 8. NO WORK WILL BE UNDERTAKEN UNTIL AN ACCEPTANCE IS RECEIVED IN WRITING.**