

STANDARD TERMS AND CONDITIONS OF QUOTATION AND FENCING SALES CONTRACT

In this quotation CANNBRO (ABN 71240970511) will be referred to as "The Company" and the person or legal entity to whom this quotation is addressed will be referred to as "The Purchaser".

1. Every quotation is an estimate and is subject to withdrawal, correction or alteration at any time prior to the Company's acceptance of the Purchaser's order.
2. Orders are accepted on the basis that the Company reserves the right to vary the prices payable by the Purchaser to accord with those ruling at the date of dispatch, except where prior negotiation allows an order on an alternative basis. In the event that an order or other document forwarded by the Purchaser to the Company contains anything inconsistent with these conditions such order or other document, if accepted, is accepted only on the express understanding that these conditions are to prevail in all cases.
3. The price is based on the Purchaser providing a cleared site with an existing fence demolished and removed. The price is further based on surveyed alignment and a pegged fence line being provided by the Purchaser. Unless included in this quotation any costs incurred in respect of clearing the site, demolishing and removing an existing fences or other structures, surveying the alignment or pegging the fence for any line will be extra to the price quoted and shall be charges to the Purchaser.
4. Unless stated in quotation no allowance has been made for any obstructions such as rock, concrete, tree roots, broken posts or any other matter which may be encountered during the performance of the Contract. An additional charge based on ruling for labour plus the costs of hire of necessary equipment will be made to cover the costs of drilling or removing such obstructions. An additional charge calculated on the basis set out in this clause will also be payable:
 - (a) for any excavation extra to those quoted which are required by the Local Council or other authority or required because of site or soil conditions:
And
 - (b) for any delays cause by the Purchaser's error or any delay in providing details and/or instructions or caused by any change in the proposal quoted for or caused by the Purchaser's unavailability or lack of access to the site to enable works to proceed.
5. All quotations are based on erection and manufacture of the Company's products during ordinary working hours. If the Company incurs additional costs by reason of overtime work at the request of the Purchaser or by the reason of the Purchaser's failure to supply necessary or to make the site available for execution of the Contract such overtime charge shall be to the Purchaser's account.
6. Where the Purchaser is a Contractor to a head Contractor and the quotation constitutes a sub-contract agreement between the Company and the Purchaser, the Company shall be entitled to receive a copy of the Head Contract or that part of the Head Contract relating to the supply and erection of fencing. All drawings and specifications forming any part of the Head Contract relating to the supply and erection of fencing are to be supplied to the Company.
7. Where the quotation specifically excludes the cost of erection or where the Purchaser accepts a quotation for the supply of materials only it will be the responsibility of the Purchaser to check all materials received against Consignment Notes immediately upon unloading at destination. No claim for shortages or for improper or defective or damaged materials will be recognized by the Company unless notified in writing within forty-eight hours of delivery. In any event if additional material or insufficient material is for any reason whatsoever ordered then the Company shall not be obliged to give a credit and the Purchaser cannot make any claim whatsoever against the Company.
8. Commencement of work by the Company at the Purchaser's request shall constitute acceptance of a contract incorporating the terms and conditions of this quotation unless otherwise agreed to in writing by the Company.
9. Unless otherwise agreed by the Company, this quotation is for delivery by the truck in a properly constructed street alongside site or as close to the site as condition allows. In the event that the Purchaser or his agent are not in attendance at the site when the material is delivered the Company reserves the right to unload the material and will not be responsible for any subsequent claim of any nature. Where a delivery cannot be affected a delivery and return fee will be charged to the Purchaser.
10. In the event of the Company's or its agent's vehicle entering upon any property in furtherance of the Contract, the Company will take care however will not be responsible for any damage to the Purchaser's property or that of any other party and the Purchaser shall indemnify the Company and hold the Company harmless against any charge or costs of whatsoever nature and kind incurred as a result of or arising out of the Company or it's agent's vehicle entering the property.
11.
 - i: Where erection is involved,
 - a) The Purchaser shall supervise the location of the fence and shall advise the erector of the location of all electrical cables, gas or water mains, sewerage, telephone lines, pool accessory functions or services and any other service facility or utility is or may be affected by the erection of the proposed fence. The Company shall not be liable for the incorrect location of the fence and/or gates or damage to any of the above functions, services or utilities and the Purchaser will indemnify the Company against any claims of demand made by any person of authority in respect of such incorrect location or damage.
 - b) Supply of electricity and water is to be made by the Purchaser at all times, where electricity and water is not available hire charges to complete works will be charged to Purchaser
 - c) Fence heights will be measured from the bottom of the fence to the top, not from the ground. Gaps may be present beneath the fence and fence heights may slope, step or not exactly match in with existing fences due to land structure at no fault of the Company.
 - d) No warranty contract is provided by the Company to the Purchaser, however workmanship is guaranteed from defects for a period of 90 days from completion. Any claims of defects of workmanship must be made in writing during this period allowing the Company to rectify the issue prior to making claims.
 - e) The Company shall not be held accountable for any damage caused to their works following completion. Any damage caused to works during completion where the Company was not responsible, the Purchaser shall be held accountable.
 - f) The Company shall not be held accountable for any damage caused to theirs works due to matters of mother natural including examples such as wind, flood, fire, unstable ground.
 - g) This quotation does not allow for the removal of any off-cuts, packaging straps, cement bags or other debris after completion unless otherwise stated.
 - h) It is the Purchasers responsibility to advise the company of all fencing height and type requirements, and is to take full responsibility for any permits etc which may be required.
 - i) Timber is a natural source of material and can be prone to shrinkage, warping and bowing. This is at no fault of the Company and as such will not be held accountable.
 - j) Fences are not to be used in replacement of retaining walls. The company takes no responsibility for damage or injury occurring due to such actions.
 - k) Gates and returns shall be bolted to house walls where possible and necessary.
 - ii: Where repair is involved;
 - a) In the event where the Purchaser requests a repair only job, the Company will endeavour to follow through with such works to the best of their ability. However the Company takes no responsibility for any failure of such works following completion.
 - iii) Where removal is involved;
 - a) The Company shall remove all of previous posts where possible, however may need to cut posts off at ground level.
 - b) New fence posts to be installed shall have newly dug holes, and will avoid previous fence post holes at all costs.
12. It shall be the Purchaser's responsibility to protect all trees, shrubs, washing lines or ornaments against fence line. The Company shall take precautionary care however accepts no responsibility for damage to the above.

Contract as of January 2019

CLIENTS INITIALS:

NEIGHBOURS INITIALS:

13. Illustrations, drawings, categories, advertisements, pamphlets and the like accompanying the quotations or in the Purchaser's hand 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 Company not to justify rejection of the goods. Any inaccuracies or incorrect information contained in such documents shall not void 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 Company and may be recalled by it and must be considered and treated as confidential, not to be loaned, copied, or otherwise used without the Company's written consent, any clerical or technical error or error of any nature is subject to correction by the Company at any time by written notice to the Purchaser.
14. The Purchaser, in placing the order, acknowledges that it has determined for itself the fitness of the ordered fencing for the required purpose and further that it has relied upon its own inspections and investigations, making such determination.
15. Delivery and/or performance of the contract is subject to the ability of the Company to obtain raw materials from its normal source the Company reserves the right to cancel or postpone delivery due to war, civil commotion, strikes, lockouts, non-availability of transport or any other cause of whatsoever nature beyond control of the Company. No responsibility is accepted by the Company for loss, damage or delay from any of the above causes.
16. Any variation, alteration, addition or modification of the work to be done or of the materials to be supplied must be made in writing by the Purchaser and will only be effective to vary this Contract when accepted in writing by the Company.
17. The Company reserves the right to stop supply of material and cease work on the contract until any outstanding progress claims are paid in full.
18. Upon accepting the Purchaser's order the Company is authorized to proceed with all work including, if applicable, demolition of existing fences and other obstructions. The Purchaser undertakes that prior to the placing of order it has obtained the approval and consent of all relevant government authorities and all property owners and occupants affected in any way by the contract and hereby indemnifies the Company against all claims costs and expenses which it may incur as a result of the Purchaser's failure to obtain such approval or consent. The Company reserves the right to re-quote the job to completion if such a delay occurs.
19. Terms of payment are the deposit balance of quote being payable one week prior to commencement payable to the Company. Remaining balance is payable on completion of works, unless otherwise agreed. Interest will be charged to all unpaid balances at .57% per week commencing 3 days following works completion along with a monthly \$55 account fee until full payment has been received.
20. Any taxes or government charges (including but not limited to sales tax) imposed upon the Company relating to the supply of goods or services pursuant to an accepted order shall be an additional charge to the Purchaser.
21. Any unfixed or unused goods or materials which may be remaining when the job is completed will remain the property of the Company and shall be removed from the site by the Company and there will be no credit given for any such unfixed or unused goods.
22. The Purchaser acknowledges that monies may be payable to the Local Council and/or the Building Services Corporation in respect of the work and undertakes to pay any such monies, failing which the Company may pay such monies and recover same on demand from the Purchaser.
23. The Purchaser reserves the right to raise any issues they have during construction with the Company, however the Company reserves the right to cease work on the contract immediately if they feel anyway threatened or abused. Any progress payments made to the Company will not be refunded to the Purchaser.

