



## TERMS OF TRADE

*These terms and conditions form part of and are to be read in conjunction with the particulars contained in the Quotation.*

### 1. PRICE & PAYMENT

- (a) Acceptance of this quotation must be in writing using a Pothole People QLD work authorisation stating any official order number where applicable.
- (b) If customer cancels an order through no fault of Pothole People QLD, we reserve the right to claim for any expenses incurred.
- (c) Pothole People QLD reserve the right to withdraw from the quote prior to the commencement of work, with no liability to Pothole People QLD of costs incurred by the customer for any reason.
- (d) The price stated includes:
  - (i) Current costs for transport, labour and materials shall remain valid for 30 days from date of this quotation.
  - (ii) All work being completed in the one visit unless otherwise stated. Additional visits will be charged at an extra rate as prescribed by Pothole People QLD
  - (iii) The work shall be carried out during normal working hours Monday to Friday, 6.00am to 230pm. Work completed outside these hours at the request of the customer will attract additional charges.
  - (iv) All measured areas and project particulars supplied being accurate and the price is subject to variation if any of the above inclusions are inaccurate, insufficient or have varied from the date of the quotation to the date of work commenced.
- (e) The price does not include:
  - (i) Removal of any materials from channels.
  - (ii) Any preparation required to the surface, apart from sweeping.
  - (iii) Any additional services not detailed in the quotation and the price is subject to variation to take account of the above exclusions.
  - (iv) Any Site Inductions more than 20 minutes in duration will be charged at \$85 plus Gst per hour or part thereof.
- (f) Any claim or dispute in relation to the quality of workmanship or materials delivered must be made in writing to Pothole People QLD within seven (7) days of delivery.
- (g) When a price per tonne is stated, tonnage shall be based on weight shown on the delivery docket. When price per square metre is stated the price shall be based on the measurement of actual completed work.
- (h) Terms of payment – Unless otherwise stated in the Quotation, upon completion, all outstanding balances, including extras must be paid within the terms as stated on the work authorisation.

(i) No deductions or retentions whatsoever shall be made by the customer unless stated in quotation.

(j) Pothole People QLD reserve the right to charge interest on any overdue amounts at a rate equal to 2.5% compounding per calendar month, plus a 10% administration fee

## **2. SPECIFICATIONS**

(a) Pavements which are shaped outside the adjustable limits of the paver cannot be laid to a consistent thickness. This necessitates the use of extra asphalt. The customer will be liable for this extra work.

(b) Unless otherwise stated, materials and laying will comply with Australian Standard Specifications. Testing will not be automatically carried out but will only be done if requested by the purchaser prior to delivery at a cost to the client.

(c) It is agreed by the purchaser that Pothole People is not responsible for the following:

(i) Additional work required to strengthen the subgrade or pavement base unless specifically priced as an item in the quotation;

(ii) the establishment of levels to ensure surface water drainage; or

(iii) the establishment of base course levels.

(d) Any specific specification required by the purchaser in respect of the materials supplied shall be stated in the Quotation and confirmed by Pothole People QLD. The purchaser shall be liable for any cost arising from the specification as requested being changed.

## **3. SITE & ACCESS**

(a) The site conditions at the time of execution of work shall not vary from conditions prevailing at the time of inspection or from conditions agreed to be provided by the customer.

(b) Site access must be via an all weather track. No allowance has been made in quote for construction of access tracks. Pothole People QLD shall not be liable for any damage or loss arising as a result of the access failing to support the necessary machinery.

## **4. WARRANTIES**

All work shall be warranted against defective materials and workmanship for three (3) months from the date of completion.

## **5. GENERAL**

(a) Pothole People QLD shall not be liable in any manner whatsoever for the delay in delivery or non-delivery (or any costs associated herewith) which are attributable to transport delays, plant or equipment breakdown, unavailability or shortage of materials, industrial stoppages or any other cause whatsoever which is beyond the direct control of Pothole People QLD.

(b) (i) Pothole People QLD shall not be responsible for any maintenance after the completion of the work.

(b) (ii) Vegetation, such as weeds and grass are able to push through asphalt. While all care is taken when preparing areas for asphalt, grass may still grow through the asphalt.

(c) Pothole People QLD shall not be responsible for any property damage caused by carrying out the work unless such damage was caused solely by the negligence of Pothole People QLD employees or its agents. Pothole People QLD is to be notified within 24 hours of occurrence and confirmed in writing within 7 days of occurrence.

(d) In the event of any materials supplied or work performed by Pothole People QLD being defective, the liability of Pothole People QLD, if any, shall be limited to the replacement of such defective material and/or the redoing of such work. All other guarantees, warranties, undertakings, or representation expressed or implied whether arising from stature or otherwise are hereby expressly excluded(except to the extent prohibited by law).

(e) Until payment in full, Pothole People QLD shall retain legal and equitable title to all materials and other items into which the materials may be incorporated and the purchaser hereby authorises Pothole People QLD to re-enter onto the site for the purpose of retaking delivery if payment is not made when due.

(f) Clerical and Technical errors are subject to correction at any time by Pothole People QLD.

(g) The customer shall indemnify Pothole People QLD against all claims, damages, demands, penalties, costs, charges and expenses, to which Pothole People QLD may become partially or wholly liable through any work required to be done by Pothole People QLD, or goods and materials to be supplied by Pothole People QLD in accordance with the customer's specifications.