

GENERAL CONDITIONS OF SALE

Conditions

1.1 Each sale of goods is made upon and subject to these General Condition of Sale to the exclusion of any other terms and conditions (whether expressed or implied oral or written) unless otherwise stated or acknowledged in writing by the Seller.

1.2 The seller reserves the right to refuse an order.

Price

2.1 Unless otherwise stated in writing all sales will be invoiced at the prices ruling at the date of delivery.

2.2 Terms are strictly cash with order, unless otherwise arranged.

2.3 If not expressly included in the price of the goods the cost of delivery of goods shall be the seller's ruling rate of cartage at the date of delivery. All cartage will be done by seller's carrier unless otherwise authorized by the seller. Any additional shrink wrap or strapping required will be applied at the purchaser's expense.

2.4 Each delivery of goods whether whole or part only of the goods contracted for shall be deemed a separate contract and be paid for accordingly.

2.5 A minimum cartage charge at the prevailing rate at the time of delivery may apply to deliveries of small orders.

2.6 The responsibility of the supplier for delivery ceases at the kerbside or street frontage of the address nominated for delivery. If the buyer requests delivery at any other point, it is the buyer's responsibility to provide adequate and safe access for that purpose and to bear all risks of loss, damage including the delivery vehicle or injury to persons or property including private or public property premises and vehicles. The driver of the delivery vehicle may in his or her absolute discretion refuse to proceed beyond the kerbside or street frontage.

Title and Risk

3.1 Property in each unit of the goods shall pass to the buyer when payment in full is received by the seller or on attachment to land or other goods or on the sale of the goods in the ordinary course of trade whichever occurs first. Until title passes the buyer holds the goods as bailee for the seller. The buyer assumes all risk in and for the goods from the time of delivery.

Claims

4.1 Subject to the paragraph 5, no claims will be recognised in respect of goods after goods have been placed, attached to other goods or incorporated in a structure.

4.2 Goods are not returnable except by prior agreement and goods in first condition only will be accepted for return. Acceptance of goods is subject to the seller's visual inspection inward and outward freight and administration fees where charged to the buyer's account. Furthermore, any changes/costs incurred as a result of a buyer error or negligence shall be borne by the buyer.

4.3 When goods are delivered and a receipt for the delivery cannot be obtained by the carrier, the seller will not hold itself responsible to meet subsequent claims for shortages. The buyer is deemed to have accepted goods on delivery.

Limit of Liability

5.1 Nothing herein contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods pursuant to the contract of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act (hereunder collectively referred to as the 'Acts') which by law cannot be excluded, restricted or modified. Provided that to the extent that any of the Acts permits the seller to limit its liability for the breach of any condition or warranty applying under or by the virtue of any of the Acts then the seller's liability for any such breach shall be limited to the extent permitted by such Acts and subject thereto to: In the case of goods, such one or more of the following as the seller in its absolute discretion determines:

5.1.1 The replacement of the goods or the supply of equivalent goods;

5.1.2 The repair of goods;

5.1.3 The re-supply of services;

5.1.4 The payment of the cost of replacing the goods or of acquiring equivalent goods;

5.1.5 The payment of the cost of having the goods repaired.

5.2 It is the Buyer's responsibility to satisfy itself that the goods are of a description, quality and character suitable for the purpose for which they are purchased or any other purpose and subject to any provision of the Acts to the contrary, the seller shall not be liable in any way whatsoever for any loss or damage (including direct, indirect, special, general or consequential) howsoever arising from the sale or from the failure of the Buyer to satisfy itself.

Taxes

6.1 In addition to the price specified the buyer agrees with the seller to pay to the seller any taxes (both federal and state) imposed upon the supplies under this contract) including but not limited to, a Goods and Services Tax ('GST').

6.1.1 If the GST, or any existing taxes, duties or charges are varied ('the Tax Charge'), during the term of this agreement, the cost of the tax, or the cost of any increase in taxes, to the seller, will be borne by the Buyer as an increase in the price of goods; and

6.1.2 The appropriate GST is payable by the buyer to the seller with respect to and at the same time as all amounts which become payable by the buyer to the seller under this agreement.

Pallets

7.1 The buyer consents to pay a nominated deposit if requested on each pallet on which goods are delivered. Such deposit shall be in addition to the price of goods referred to elsewhere in these Terms and Conditions. The title of the pallets shall remain with the seller and nothing herein shall constitute a sale of the pallet. The buyer shall be responsible for timely notification to the seller that pallets are ready for collection. In the event the pallet is not made available for collection in a timely manner the nominated deposit will be forfeited.

Colour

8.1 The seller will use its best endeavours to provide a reference sample (however, smaller sample of goods may vary from full size sample) that will comply with the delivered product subject to the following conditions:

8.1.1 The buyer acknowledges and agrees that variations in the colour and surface texture of natural concrete masonry goods may occur due to the variations in manufacturing sched-

ules, raw materials utilised and any other unforeseen circumstances or causes beyond the control of the seller.

8.1.2 Printed colour samples in seller's web page only act as a guide.

Custom Products

(This applies to colours other than stock colours; other custom-made products including products finished with Split face, Rock face, Shot-blast, Honed and Polished finish):

9.1 Surcharge may apply to orders of non-standard colours and products. Each production lot has a minimum order value. Each order treated as a single production run.

9.2 No returns or refunds will be available on custom-made products.

9.3 The buyer acknowledges that it accepts full liability for quantities ordered by the buyer and that no variation to quantities ordered can be made after commencement of production.

9.4 Trial sample runs shall be charged to buyer as appropriate.

Force Majeure

10.1 The parties shall be excused from the timely performance of obligation under this agreement where and the extent that any performance is prevented or delayed by any cause beyond the reasonable control of the party concerned including, without limiting the generality of the foregoing:

10.1.1 Any act of god;

10.1.2 Any statutory obligations;

10.1.3 War or civil commotion;

10.1.4 Labour disturbances or strikes; and

10.1.5 Plant failure or shut down.

The seller reserves the right to change the details in this publication without notice.

Additional Information

Wastage: The Concrete Masonry Association (CMAA) recommend up to 5% wastage should be to added to paving area calculated. This allows for minor chipping due to transport and site cutting.

Retaining Walls: Refer to local Council requirements before commencing installing retaining wall systems

Retaining walls over 1 metre high are to have a certified design by a suitably qualified engineer.

Pools: Pavers to swimming pool surrounds or pool coping require special attention, refer to our web site for laying and sealing information.

Paving: Unless specified elsewhere all paving is to incorporate a 3 to 4mm joint between pavers when laid. Refer to laying guide at our web site.