

STANDARD CONTRACT TERMS AND CONDITIONS – ALL QUOTATIONS AND SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, ACCEPTING QUOTATIONS YOU ARE BOUND BY THE BELOW TERMS AND CONDITIONS

Definitions in these terms and conditions, **CANNBRO (ABN 84743098123)** 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”**, **“ACT”** refers to Dividing Fences Act 1968 & Fences Amendment Act 2014 (VIC), **“Agreement”** means the Quotation and these Terms and Conditions, **“Claims”** refers to present or future, actual or contingent, claim, cause of action, demand, complaint, damages, loss, cost or expense, **“Clients Land”** refers to the land occupied/owned by the client engaging works, **“Goods”** refers to materials supplied by the company, **“Neighbour”** refers to the party who occupies/owns the adjoining land, **“Quotation”** refers to the document provided describing works to take place at the clients property, **“Site”** refers to the place where works is to be carried out, **“Works”** refers to the goods and services to be supplied by the company, **“Contractor”** refers to the worker appointed by the company to undertake works.

1. QUOTATION AND ORDERS

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. 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 by the Company.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

2. TERMS OF PAYMENTS

1. The Purchaser and Neighbouring party, if applicable, are responsible for the full payment to the company.
2. The Purchaser acknowledges if they are to proceed with works without Neighbouring Parties consent, they are responsible for full payment of contract price.
3. Upon acceptance of the quotation the purchaser and neighbouring party, if applicable, are to deposit 50% of the contract price, works will not commence if deposit is not received.
4. The balance of the contract price is due and payable immediately upon completion of works.
5. If the purchaser is to cancel or breach the terms of this agreement prior to completion of works the purchaser is to pay the company the cost of any goods which the contractor has purchased for the works in addition to a proportion of the contract price equal to the proportion of works completed as determined by the company.
6. The company retains titles to the goods supplied while monies are still outstanding.
7. The company may at the companies sole discretion immediately terminate the agreement, keep deposit monies paid and/or charge the purchaser for works completed and goods purchased if
 - i) The purchaser is in default for monies owed
 - ii) The purchaser displays threatening or abusive behaviour towards the company and/or its contractors.
8. 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.
9. An application to VCAT to obtain initial account balance inclusive of any added interest and fees will be completed 8 weeks following completion of works, by The Company following no resolution to obtain funds from the purchaser and or neighbouring party.

3. SITE

1. The quotation price is based (unless otherwise stipulated) on the Purchaser providing a cleared site free of foliage, grass, debris, with an existing fence demolished and removed. Unless previously included in the quotation, any additional time taken by the company and its contractors to clear the site for work commencement will be charged at \$120 per man hour inc gst at minimum 1 hour block to purchaser.
2. The price is further based on surveyed alignment and a pegged fence line being provided by the Purchaser. Any time taken by the company and its contractors to establish fence lines failed to be clearly marked will be charged rates same as per clause 3:1.
3. 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 of \$120 per man hour inc gst with minimum of 1 hour block, calculated on the basis set out in this clause will also be payable:

- (i) 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

- (ii) 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.

4. 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 \$120 per man hour inc gst with minimum of 1 hour block.

5. 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.

6. 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.

4. INSTALLATION OF WORKS

1. 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.
2. 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
3. Fence heights will be measured from the bottom of the fence to the top. Gaps may be present beneath the fence and fence heights may slope, step or fail to exactly match in with existing fences due to land structure at no fault of the Company.
4. Stepped palings are required with fall of ground resulting in visible gaps at no fault to the company, longer palings and extra labour is required to avoid and as such will result in additional charges to the purchases account.
5. In the case of replacement fences, plinth heights will vary from original as such resulting in gaps beneath the fencing, extra plinth is available upon request and at an extra charge of materials plus labour cost.
6. Allowance for removal of debris and offcuts from fencing have been incorporated into quotations for works stipulated only. Dirt and concrete offcut removal is not included unless stipulated. Purchases are not to add with personal items, in this occurrence extra charges will apply.
7. In the case of replacement fences the Company shall remove all of previous posts where possible, however may need to cut posts off at ground level.
8. New fence posts to be reinstalled shall have newly dug holes, and will be offset so as to avoid previous fence post holes at all costs.
9. 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.
10. 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.
11. In the event the client is unable to obtain a permit The Company has the right to decline any works without penalties until the client can provide all the appropriate permit documents.
12. Gates and returns shall be bolted to house walls where possible and necessary.
13. Sites will be left in a clean and tidy manor to the best of the Companies abilities.
14. Unless agreed prior, it shall be the contractors sole discretion the side palings and posts are placed. In the instance of replacement fences , where no obstructions are present palings and posts will be installed the same way.

5. PALING FENCES AS POOL FENCES

1. Boundary fences are to be constructed in accordance with AS 1926.1-2012.
2. The Purchaser acknowledges it is their responsibly to have fences approved by required authorities and is compliant with current regulations.
3. It is The Purchasers responsibility to advise The company of any specific requirements enforced by approving authorities.
4. It is The Purchasers responsibility to provide any temporary pool protection barriers while the boundary fence is removed and under construction.

6. WARRANTIES AS PER CONSUMER STANDARDS

1. The Company shall not be held accountable for any damage caused to their works following completion.
2. Any damage caused to works during completion where the Company was not responsible, the Purchaser shall be held accountable.
3. 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.
4. 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, any repairs to be completed in relation to this is chargeable to the purchaser
5. Reasonable fair wear and tear is to be taken into account for any default claims.
6. The company will not be held accountable for defaults where the purchaser has failed to adequately maintain the goods provided.
7. 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.
8. The client acknowledges that The Company has made no express for extended warranties.

7. CLAIMS AGAINST CONTRACTOR

1. The Purchaser and or neighbouring party shall make no claims against The Company unless monies paid in full for works.
2. The Purchaser shall advise The Company in writing of any complaints and provide photos if can within 7 days of completion.
3. Following complaint where deemed necessary, The Purchaser shall be entitled to replacement, repair or refund of works or monies paid.

8. LIABILITY AND SAFETY

1. The company and its contractors endeavour to keep work sites safe at all times, it is the purchasers responsibility to keep pets, children and persons away from work sites to avoid injury.
2. The company adheres to Worksafe practices for completion of JSA's, the purchaser is entitled to view at anytime.
3. The company is fully insured for public liability and it is at the purchasers discretion to be provided a copy for their records.

