

## Conditions of Contract of Screwpile Australia Engagement

- i. SCREWPILE means; Screwpile Australia.
- ii. Client's means; the Party who has contracted SCREWPILE to do the Works.
- iii. Works means; the work to be carried out as defined in the SCREWPILE quotation and or any supporting documentation.
- iv. Contract means; the works agreement as defined in SCREWPILE quotation documentation.
- v. Parties' means; SCREWPILE or Client's.

The following are the "Conditions of Contract" and will survive any other contract between the Parties. SCREWPILE conditions of contract are to be relied upon in the event of any dispute arising from the Works.

The SCREWPILE tender has been constructed from information provided to it by the Client or its agent. Should the information prove to be incorrect SCREWPILE reserves the right to revise its tender accordingly. A SCREWPILE tender is submitted and is subject to the following conditions:

1. The formal quotation price, unless otherwise noted, is for works being completed in one site visit.
2. All prices are exclusive of the 10% Goods & Services Tax.
3. Quoted prices are based on week day work. Where after hours or week end work is required by Clients SCREWPILE will revise its quotation accordingly.
4. SCREWPILE prides itself on superior customer service and commits, wherever possible, to an agreed schedule of Works. SCREWPILE acknowledges Client's circumstances may change requiring works to be rescheduled. Within reason SCREWPILE will reschedule the Works to the mutual satisfaction of both parties, providing Client's have kept SCREWPILE informed and reasonable notice has been given concerning any delay in Works commencing. SCREWPILE will not charge addition site visit fee's as long as, in SCREWPILE'S view:
  - a. Client's have kept SCREWPILE well informed and up to date and or,
  - b. Where unforeseen circumstances or events have occurred, however these must not amount to latent conditions on the day SCREWPILE is scheduled to commence the Works as a rescheduling fee and or additional site mob/demob costs may be charged. This will be at the absolute discretion of SCREWPILE'S Operations Manager and a rate of \$450.00 per hour and or additional mob/remob costs in accordance with location will apply.
5. Where additional site visits are requested by Client's, or should cancellations of scheduled Works be necessary, SCREWPILE reserves the right to charge additional fees accordingly. SCREWPILE will address these with Client's as soon as such situations arise. Clients are encouraged to discuss any special requirements they may have with SCREWPILE prior to any Works scheduling.
6. The services and product specified in our quotation is based on soil and engineering information obtained from Client's or their agent. For the purpose of our engineering design and installation, where no soil information is provided by Client's or their agent, a soil classification of dry medium dense Perth sands with a SPT n~value of >15, or stiff clays with a Cu value of >150Mpa as a minimum will be assumed as the founding material of all piling and ground anchoring at the relevant site. Unless otherwise advised or investigate a site soil corrosion classification of "non aggressive" will be assumes as appropriate in the screwpile design process.
7. It is not the responsibility of SCREWPILE or its engineers to conduct geotechnical testing to confirm works suitability for a particular site. At all times SCREWPILE encourages Clients to conduct and provide geotechnical investigations at the works site so that SCREWPILE and its engineers have a better understanding of what is likely to be encountered underground. Should Clients prefer SCREWPILE engineers can provide the necessary geotechnical site investigation to better understand the sites actual soil conditions?  
Detailed geotechnical information is likely to be required for the issuing of installation engineering certification by our engineers.
8. Unless specifically noted in SCREWPILE quotes and tenders, or formally requested by a Clients, engineering certification and certificates for screwpile design, installation or pile testing is not included in SCREWPILE quotes and tenders. Where formally requested these can be provided through SCREWPILE's consulting engineering firm Foundation Engineering Pty Ltd at additional cost to the Client.
9. SCREWPILE reserves the right to claim additional costs due to 'latent conditions' Where SCREWPILE encounters latent conditions Works will stop and any additional costs will be discussed with Client's by way of variation prior to Works proceeding further. At no time does SCREWPILE accept responsibility for latent conditions. This responsibility rests solely with Client's or their agents.
10. Client's are responsible for identifying and marking any above or below ground services and structures that are within 3m of the proposed Works including but not limited to; power, water, gas, sewer, reticulation or telecommunications services, cellars, pools, service pits or other underground structure.

### **Conditions of Contract of Screwpile Australia Engagement (continued)**

11. Client's is responsible for all site hoarding, fencing, security, traffic management, survey work and necessary permits and approvals and any associated costs.
12. Unless otherwise formally agreed a 40% deposit is required prior to any Works commencing with the balance payable upon completion. Should a credit facility be required and not already held with SCREWPILE sufficient time must be allowed for a trading account credit application to be processed (5 working days minimum for approval). No credit facility will be granted prior to the application approval by this office.
13. Unless otherwise formally agreed all bulk SCREWPILE product sales, hereafter described as "the goods" are to be paid for prior to dispatch or collection. Should goods be purchased on account the title of those goods will not pass to the purchaser until full payment for the goods is received by SCREWPILE.
14. Invoicing of the goods by SCREWPILE to the purchaser does not in any way transfer title of those goods until full payment is received by SCREWPILE. Re sale of the goods by the purchaser to a third party does not extinguish SCREWPILE right of title to the goods. Should the purchaser not pay for the invoiced goods pursuant to the terms of credit and the invoice supplied and should, after the purchaser receiving written demand from SCREWPILE, or its authorized agent, for the immediate payment of the invoiced amount and the purchaser fail to pay the invoiced amount after a further seven days SCREWPILE reserves its right to take possession of the invoiced goods and seek damages by way of Court proceedings to recoup any loss that may have been incurred by SCREWPILE for the removal of any structures or impediments interfering with access of those goods.
15. Any guarantees warranties or engineering certification attached to the sale of goods, or associated Works, conducted by SCREWPILE and where no or part payment is made for good or Works, SCREWPILE will nullify any such guarantees, warranties or certification without written notice. Any drawings or engineered solutions will remain the intellectual property of SCREWPILE its agents and shall be returned to SCREWPILE without delay. SCREWPILE will advise the relevant authorities certification for the Works has been withdrawn.
16. Clients are responsible for obtaining written permission from the appropriate Authority, Body or individual for the installation Works to any neighbouring property, right of way, whether Federally, State, Local Council or privately owned land where the Works are likely to encroach such properties. Where requested SCREWPILE or its engineers will assist Client's in addressing any individual or Authority concerns regarding its Works.
17. Prices are valid for 30 days unless otherwise stated. Purchase orders received outside this timeframe may be subject to rise and fall in material costs.
18. None standard product is not returnable. Subject to approval by SCREWPILE generic stocks may be returnable. Where approval is granted a restocking fee of up to 50% and freight charges will apply.
19. Site specific conditions are specified in formal SCREWPILE quotation documents and must be read in conjunction with the terms and conditions therein.
20. SCREWPILE does not allow Client's to deduct any retention monies from its contract price and no retention monies are to be deducted from any SCREWPILE invoice. Works Sub-Contracts that demand retention charges will attract up to an additional 11% surcharge loading on the original quoted price.
21. Acceptance of a SCREWPILE quotation or tender is acceptance of these terms and conditions of contract herein.