

## CONDITIONS OF SALE

1. Delivery time is restricted to 7 minutes per m<sup>3</sup> delivered and all time taken in excess of this time may be charged waiting time at the Company's ruling rates.
2. All deliveries for less than 3 metres of concrete will be subject to an extra cartage charge at the Company's ruling rates.
3. Return concrete shall be charged to the purchaser at the Company's ruling rates.
4. Outside-hour surcharge is payable by the purchaser at the Company's ruling rates and hours.
5. Goods will be delivered to the kerbside adjacent to the delivery site. If at the Customer's request, the delivery vehicle leaves the road and enters the delivery site to unload, the Customer is responsible for providing suitable and safe access for the PF Formation Concrete delivery vehicle and agrees to indemnify PF Formation Concrete and its agents for all damage and injury to any person and to any public or private property which may result, including any costs associated with enabling the delivery vehicle to leave this site.
6. The customer must be present at the delivery site and sign the PF Formation Concrete delivery docket to acknowledge that the products and quantities described on the delivery docket have been delivered and comply with the Customer's order and that the Customer also accepts any applicable delivery surcharges.
7. Where the Customer does not sign or is not available to sign the delivery docket, the signature of the driver of the delivery docket shall be prima facie evidence of delivery to the Customer of the products and quantities described on the delivery docket including any applicable surcharges.
8. Payment for goods and services is due in full at time of supply unless prior arrangements for credit have been made. Payments at time of supply is defined as payments before unloading the first delivery vehicle unless alternative prior arrangements have been made.
9. If the Customer believes that the goods supplied do not conform with the order placed or the price charged does not conform with the quotation given by PF Formation Concrete, the Customer shall notify PF Formation Concrete in writing as soon as practicable, detailing the way in which the goods or prices does not conform.
10. Failure to give such notification within seven days of the date of supply or date of invoice (as applicable) shall raise the inference against the Customer that the goods are in accordance with the order and quotation
11. Pre-mixed concrete is sold in the plastic state and the subsequent in-situ performance when set is greatly affected by the quantity of the work practices employed by the Customer in handling, placing and curing of the concrete. Hence PF Formation Concrete accepts no responsibility for the performance of pre-mixed concrete other than the criteria specified in AS1379. Without limiting the general application of this clause, PF Formation Concrete accepts no responsibility:
  - (a) if samples and tests are taken other than according to the current issue of Australian Standard AS1012 (Methods of Testing Concrete) and tested in a NATA (National Association of Testing Authorities) approved laboratory; or
  - (b) if water or any other material is added to the plastic concrete before or after discharge from the delivery vehicle, unless there is a prior approval by an authorised representative of PF Formation Concrete; or
  - (c) if the Customer has specified a pre-mixed concrete mix design other than a mix design devised by PF Formation Concrete.
  - (d) for the surface texture and colour of hardened pre-mixed concrete including any future colour change or oxidation of aggregates when exposed to the atmosphere.