Terms & Conditions of Trade

Allstone Quarries Pty Ltd *trading as Allstone Quarries and ASQ Premix Concrete* (ABN 63 089 515 659)
ASQ Garden & Landscape Pty Ltd (ABN 38 633 485 131)

1. Definitions

1.1 "Creditor" or any derivative thereof shall mean Allstone Quarries Pty Ltd and ASQ Garden & Landscape Pty Ltd, its successors and assigns.

1.2 "You" or any derivative thereof shall mean the person(s), business, company or Trustee(s) Applicant who applied for Credit with the Creditor pursuant to this Credit Application, or any person acting on behalf of and with the authority of You.

1.3 "Carriage" means the transportation and/or delivery of Goods to You or on Your behalf by the Creditor.

1.4 "Guarantor" means the person(s), who agrees herein to be liable for the debts of You on a principal debtor basis or any Administrator or assign thereof.

1.5 "Agreement" shall mean the Agreement formed between the Creditor and You by submitting Your completed Credit Application to the Creditor for a Commercial Credit Account and includes these Terms and Conditions, and the Creditor's acceptance of Your completed application, which is confirmed by You either expressly or by Your conduct.

1.6 "Goods" shall mean any Products or Pre-mixed concrete supplied by the Creditor to You (and where the context so permits shall include any supply of Services as hereinafter defined).

1.7 "Services" shall mean all services supplied by the Creditor to You and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).

1.8 "Price" shall mean the amount of the Goods as determined by the Creditor subject to section 4 of this Agreement, that shall be payable by You to the Creditor for supply of any Goods by the Creditor to You.

1.9 "GST" has the meaning given to it in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

1.10 "Products" means all Goods supplied by the Creditor and includes but is not limited to, crushed rocks, aggregates, concrete additives, landscape and nursery supplies.

1.11 "Premixed concrete" means concrete of any specification manufactured at the batch plant and delivered in a state that is ready to pour, conditional to any additional specifications provided (if any) and dependent on the addition of water (if any).

1.12 "PPSA" means the *Personal Properties Security Act 2009* (Cth).

1.13 "PPSR" means the Personal Properties Securities Register.

1.14 "Security Interest" has the meaning prescribed to it in section 12 of the PPSA.

1.15 "Purchase money security interest" has the meaning prescribed to it in section 14 of the PPSA.

1.16 "Security Agreement", "Financing Statement", "Financing Change Statement", "Verification Statement" and "Registration" have the meanings prescribed to them in section 10 of the PPSA.

1.17 "Commingled" has the meaning given to it by section 10 of the PPSA.

1.18 "Terms and Conditions" shall mean the Creditor Terms & Conditions of Trade detailed herein.

1.19 "Perfection" has the meaning prescribed to it in section 21 of the PPSA.

2. Acceptance

2.1 Any instruction received by the Creditor from You for the supply of Goods and/or Your acceptance of Goods supplied by the Creditor shall constitute acceptance of the Terms and Conditions contained herein.

2.2 Upon acceptance of these Terms and Conditions by You, the Terms and Conditions are irrevocable and can only be rescinded in accordance with these Terms and Conditions or with the written consent of the Creditor.

2.3 None of the Creditor's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the Manager of the Creditor in writing nor is the Creditor bound by any such unauthorised statement unless made by the Creditor's Manager in writing.

2.4 You undertake to give the Creditor no less than fourteen (14) days prior written notice of any proposed change in Your name and/ or any other change in Your details (including but not limited to, changes in Your address, phone number, email, or business practice). You agree to submit a new Credit Application to the Creditor should Your name, ABN, or person(s) or entity responsible for payment to the Creditor change. In the absence of a new Credit Application being submitted to, and accepted by the Creditor, those persons or entities (including the Guarantor(s) originally liable to the Creditor pursuant to the initial Application for a Credit Account), will remain liable.

3. Goods/Services

3.1 The Goods and/or Services are as described on the invoice, quotation, work authorisation or any other work commencement form as provided by the Creditor to You.

3.2 For specific Premixed Concrete and Quarry Goods information, refer to sections 18 and 21.

4. Price and Payment

4.1 At the Creditor's sole discretion, the Price shall be either:

a) As indicated on invoices provided by the Creditor to You in respect of Goods supplied; or

b) The Creditor's quoted Price which (subject to clause 4.2 and 4.3 of this Agreement) shall be binding upon You upon acceptance of the Goods.

c) Due to fuel price volatility, cartage service charges will not be fixed in relation to any quotation or supply agreement. Any information given about cartage service charges is current at that time and may be subject to change during a supply period.

d) The Creditor recommends all invoices be paid directly from You. However, if a third-party (end client) pays the Creditor directly, You are responsible for ensuring payments are made to the correct ASQ bank account.

e) On no occasion, will the Creditor change their bank account details without contacting You directly.

4.2 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated, then payment shall be on delivery of the Goods.

4.3 If You elect on the Credit Application to receive invoices electronically, the Creditor will send all invoices to You via the email address nominated on the Credit Application. You are solely responsible to advise the Creditor within twenty-four (24) hours in writing of any change to Your email address. You accept all risk and liability from any failure to notify the Creditor of any change to Your email address.

4.4 The Creditor's standard payment terms are thirty (30) days from the End of Month (EOM).

4.5 Payment will be made by cash on delivery, or by credit card, or by direct electronic funds transfers (EFT) from You to the Creditor.

4.6 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Creditor.

4.7 When You make an account payment, a merchant fee cost will also be payable by You, 0.8% for credit card and debit card payments. For example, if Your payment amount was $6,000 by credit card then the merchant fee cost applicable would be $48.00 being 0.8%.

4.8 Any issued Tax Invoice is submitted as a payment claim under the *Building and Construction Industry Security of Payment Act 2002* (Vic) and/or ASQ Price and Payment terms contained in 4.4 of these Terms and Conditions.

4.9 For specific Premixed Concrete and Quarry Price and Payment information, refer to sections 19 and 22.

5. Delivery of Goods/Services

5.1 Delivery of the Goods shall be made to Your address or to a place nominated by You. You shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to You at the Creditor's address.

5.2 Unless prior agreement is reached, the Creditor undertakes to deliver, and You agree to receive the Goods at the kerb alignment.

a) The delivery vehicle will only enter the job area to facilitate unloading at Your sole risk and responsibility, and at the absolute discretion of the truck driver.

b) Where You have indicated that material deliveries will be to unattended sites, You agree to provide the Creditor with sufficient material unload point information, and that the site has been inspected and a full safety audit has been conducted allowing for safe and secure tipping operation. You must ensure that evidence of the safety audit is available upon request and are reminded of the condition outlined in clause 5.2 a) above. In the event the placement cannot occur, You will be liable for all transport costs associated with return loading.

c) Under no circumstances is material to be tipped in nominated "No Go Zones" as per AS/NZS 3000-2007 or unachievable areas as deemed by the truck driver due to narrow streets, overhead power lines, any unsafe or unstable ground surfaces.

5.3 Delivery of the Goods to a carrier, either named by You, or failing such, naming to a carrier at the discretion of the Creditor for the purpose of transmission to You, is deemed to be delivery of the Goods to You.

5.4 The costs of carriage and any insurance which You reasonably direct the Creditor to incur shall be reimbursed by You (without any set-off or other withholding whatsoever) and shall be due on the date for payment of the Goods. The carrier shall be deemed to be Your agent.

5.5 Where there is no agreement that the Creditor shall send the Goods to You, delivery to a carrier, at limited carrier's risk, at the expense of You, is deemed to be delivery of the Goods to You.

5.6 Delivery of the Goods to a third party nominated by You is deemed to be delivery to You for the purposes of this Agreement.

5.7 The Creditor will not be responsible to You in any way for loss, damage or delay arising from strikes, lockouts, cessation of labour, fire, transport delays, shortened hours of labour, accidents of any kind, war or the like, acts of God, non-delivery of material or parts or any other cause or contingency whatsoever beyond the control of the Creditor. The failure of the Creditor to deliver Goods to You, at an agreed time or at all through exceptional circumstances, entitles the Creditor at its sole discretion to either extend the time for delivery for such reasonable period as it thinks fit, or to cancel and terminate this Agreement insofar as it is incomplete without prejudice to the Creditor's rights to recover all sums owing to it in respect of Goods previously provided, or Services performed prior to the date of such termination.

6. Safety and Environment

6.1 The Creditor has an integrated Workplace Health Safety and Environment Management System (WHSE MS) which includes all WHSE policies and procedures. The scope of this WHSE MS is inclusive of all WHSE factors that have the potential to arise through their operations and activities. The structure of this WHSE MS aligns as applicable with:

a) AS/NZS ISO Standard 45001:2018 Occupational health and safety management systems - Requirements with guidance for use; and
b) AS/NZS ISO Standard 14001:2016 Environmental management systems - Requirements with guidance for use.

7. Risk

7.1 The Creditor retains the property in the Products until such time as the Price is paid in full. Upon delivery, a bailment is created where the Creditor is the bailor, and You are the bailee. As bailee, all risk for the Products passes to You on delivery.

7.2 If any of the Products are damaged or destroyed prior to the property in them passing to You, the Creditor is entitled, without prejudice to any of its other rights or remedies under these Terms and Conditions (including the right to receive payment of the balance of the Price for the Products), to receive all insurance proceeds payable for the Products. This applies whether or not the Price has become payable under this Agreement. The production of these Terms and Conditions by the Creditor is sufficient evidence of the Creditor's rights to receive the insurance proceeds without the need for any person dealing with the Creditor to make further enquiries.

8. Your Disclaimer

8.1 To the extent permissible by law, You hereby disclaim any right to rescind or cancel this Agreement or to sue for damages or to claim restitution arising out of any misrepresentation made to You by any servant or agent of the Creditor, and You acknowledge that You buy the Goods relying solely upon Your own skill and judgement.

9. The *Competition and Consumer Act 2010* (Cth) and Fair Trading Acts

9.1 Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the *Competition and Consumer Act 2010* (Cth) or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

10. Unpaid Seller's Right to Dispose Of Goods

10.1 The Creditor retains or regains possession or control of the Products and may dispose of the Products and claim from You the loss to the Creditor on such disposal, in the event that:

a) Payment of the Price is due by You to the Creditor; and
b) The Creditor has made demand in writing upon You for payment of the Price in terms of this Agreement; and
c) The Creditor has not received the Price of the Goods.

10.2 In accordance with clause 7.1 hereof, Title in the Products does not pass to You upon delivery of the Products.

11. Default and Consequences of Default

11.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at the rate of 2% per annum above the Creditor's overdraft interest rate.

11.2 If You default in payment of any invoice when due, You shall indemnify the Creditor from and against all the Creditor's costs and disbursements including solicitors and debt recovery collection costs.

11.3 Without prejudice to any other remedies the Creditor may have, if at any time You are in breach of any obligations (including those relating to payment) the Creditor may suspend or terminate the supply of Goods to You and any of the Creditor's other obligation(s) under the Terms and Conditions. The Creditor will not be liable to You for any loss or damage whatsoever or howsoever arising that You suffer because the Creditor exercises its rights under this clause.

11.4 In the event that:

a) Any money payable to the Creditor becomes overdue, or in the Creditor's opinion You will be unable to meet Your payments as and when they fall due; or
b) You become insolvent, convene a meeting with Your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of Your creditors; or
c) A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of You or any asset of Yours, then without prejudice to the Creditor's other remedies at law:
   - The Creditor shall be entitled to cancel all or any part of Your order(s) for Goods which remain unperformed in addition to and without prejudice to any other remedies; and
   - All amounts owing to the Creditor shall, whether or not due for payment, immediately become due and payable in addition to the interest payable under clause 12.1 hereof.

12. Title

12.1 It is the intention of the Creditor and agreed by You that the property in the Products, including any products that become commingled within the meaning of sections 10 and 99 of the PPSA, or the proceeds thereof, shall not pass until:

a) You have paid all amounts owing for the Products; and
b) You have met all other obligations due by You to the Creditor in respect of any Agreement between the Creditor and You, and that where practicable, the Products shall be kept separate until the Creditor shall have received payment and all other obligations of You are met.

12.2 Receipts by the Creditor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then, the Creditor's ownership of rights in respect of the Products shall continue.

12.3 It is further accepted, acknowledged and agreed that:

a) The retention of title clause herein constitutes a Security Agreement pursuant to the PPSA which creates a Security Interest. It is the intention of the Creditor and You that upon registration of the Creditor's Security Interest on the PPSR, a Purchase Money Security Interest will result.
b) Until such time as ownership of the Products shall pass from the Creditor to You, the Creditor may give notice in writing to You to return the Products or any of them to the Creditor. Upon such notice Your rights to obtain ownership or any other interest in the Products shall cease.
c) The Creditor shall have the right of stopping the Products in transit whether or not delivery has been made.
d) If You fail to return the Products to the Creditor then the Creditor or any agent thereof may enter upon and into land and premises owned, occupied or used by You, or any premises as the invitee of You, where the Products are situated and take possession of the said Products.
e) You are only a bailee of the Products and until such time the Creditor has received payment in full for the Products, then You shall hold any proceeds from the sale or disposal of the Products on trust for the Creditor.
f) You shall not deal with the money of the Creditor in any way which may be adverse to the Creditor.
g) You shall not charge the Products in any way nor grant nor otherwise give any interest in the Products while they remain the property of the Creditor.
h) The Creditor may require payment of the Price or the balance of the Price due together with any other amounts due from You to the Creditor arising out of these Terms and Conditions, and the Creditor may take any lawful steps to require payment of the amounts due and the Price.
i) The Creditor can issue legal proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Products may not have passed to You.
j) Until such time that ownership in the Products passed to You, if the Products are so converted, or commingled, the parties agree that the Creditor will be the owner of the end products to the extent permissible under PPSA.

13. *Personal Properties Securities Act 2009* (Cth)

13.1 You hereby acknowledge that these Terms and Conditions constitute a Security Agreement which creates a Security Interest in favour of the Creditor, and in all Goods including Services previously supplied by the Creditor to You (if

any), and all after acquired Goods including Services supplied to You by the Creditor (or for Your account) to secure the payment from time to time and at a time, including future advances. You agree to grant to the Creditor a Purchase Money Security Interest.

13.2 You give the Creditor a Security Interest in all Your present and after-acquired property in which Goods, including Services supplied or financed by the Creditor, have been attached or incorporated.

13.3 You acknowledge and agree that by agreeing to these Terms and Conditions, You grant a Security Interest (by virtue of the retention of title clause in these Terms and Conditions) to the Creditor and all Goods including Services previously supplied by the Creditor to You (or for Your account), and these Terms and Conditions shall apply notwithstanding anything express or implied to the contrary contained in Your purchase order. You additionally agree that the Creditor can without notice to You seek Registration of its Security Interest as a Purchase Money Security Interest on the PPSR and the PPSA.

13.4 You acknowledge, agree and undertake to:

a) Sign any further documents and/or provide any further information (which information You warrant to be complete, accurate and current in all respects) which the Creditor may reasonably require to enable perfection of its Security Interest or registration of a financing statement or financing change statement on the PPSR.

b) Not register any financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Goods including Services without the prior written consent of the Creditor.

c) Give the Creditor no less than fourteen (14) days written notice of any proposed change in Your name and/or any other changes in Your details (including but not limited to, changes in Your address, phone number, email address, trading name or business practice).

d) Pay all costs incurred by the Creditor in the Registration and maintenance of its Financing Statement to enable Registration of its Security Interest (including registering a Financing Change Statement) on the PPSR. Such costs shall not exceed the regulated cost for registering or maintaining (updating) a Security Interest, as amended from time to time, together with an administrative charge of $10.00 per Registration (or at such other costs determined by the Creditor provided that same is reasonable), and/or amendment to, a Security Interest, as a genuine pre-estimate of the Creditor's costs, and/or enforcing or attempting to enforce the Security Interest created by these Terms and Conditions, including but not limited to, executing subordination agreements.

e) Be responsible for the full costs incurred by the Creditor (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA.

f) You acknowledge and agree to waive any rights that You may have had under section 115 of the PPSA upon enforcement.

g) Pursuant to section 157 of the PPSA, unless otherwise agreed in writing by the Creditor, You agree to waive the right to receive the Verification Statement in respect of any Financing Statement or Financing Interest Statement relating to the Security Interest.

13.5 You agree that immediately on request by the Creditor You will procure from any persons considered by the Creditor to be relevant to its security position, such agreement and waivers as the Creditor may at any time require.

14. Security and charge

14.1 Despite anything to the contrary contained herein or any other rights which the Creditor may have:

a) Where You and/or the Guarantor(s) (if any) is the owner of land, realty or any other asset capable of being charged, both You and/or the Guarantor(s) agree to mortgage and/or charge all of Your/ their joint and/or several interest in the said land, realty or any other asset to the Creditor, or the Creditor's nominee, to secure all amounts and other monetary obligations payable under these Terms and Conditions. You and/or the Guarantor(s) acknowledge and agree that the Creditor, or the Creditor's nominee, shall be entitled to lodge where appropriate, a caveat to secure the Creditor's interest, such caveat which shall be withdrawn once all payments and other monetary obligations payable, including the cost of registering and removing the said caveat hereunder, have been met.

b) Should the Creditor elect to proceed in any manner in accordance with this clause and/or its sub-clauses, You and/or Guarantor(s) shall indemnify the Creditor from and against all the Creditor's costs and disbursements including legal costs on a solicitor and own client basis.

c) To give effect to the provisions of clause 14.1 a) and b) inclusive hereof You and/or the Guarantor(s) do hereby irrevocably nominate, constitute and appoint the Creditor or the Creditor's nominee as Your and/or the Guarantor's true and lawful attorney, to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Creditor and/or the Creditor's nominee shall think fit in their absolute discretion against the joint and/or several interest of You and/or the Guarantor(s) in any land, realty or asset in favour of the Creditor, and in Your and/or Guarantor's name as may be necessary to secure Your and/or the Guarantor's obligations and indebtedness to the Creditor, and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Creditor's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

15. Cancellation

15.1 The Creditor may cancel these Terms and Conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Creditor shall not be liable for any loss or damage whatsoever arising from any such cancellation.

15.2 At the Creditor's sole discretion, You may cancel delivery of Goods. In the event that You cancel delivery of Goods, You shall be liable for any costs incurred by the Creditor up to the time of cancellation.

15.3 For Premixed Concrete and Quarry specific Cancellation information, refer to sections 20 and 23.

16. *Privacy Act 1988* (Cth)

16.1 You and/or the Guarantor(s) (if any) agree for the Creditor to obtain from a credit-reporting agency a credit report containing personal credit information about You and any Guarantor(s) in relation to credit provided by the Creditor.

16.2 You and/or the Guarantor(s) agree that the Creditor may exchange information about You and any Guarantor(s) with those credit providers named in the Application for Commercial Credit account or named in a consumer credit report issued by a reporting agency for the following purpose:

a) To assess an application by You;

b) To notify other credit providers of a default by You;

c) To exchange information with other credit providers as to the status of this credit account, where You are in default with other credit providers; and

d) To assess the credit worthiness of You and/or Guarantor(s).

16.3 You consent to the Creditor being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) of *the Privacy Act 1988* (Cth)).

16.4 You agree that Personal Data provided may be used and retained by the Creditor for the following purposes and for other purposes as shall be agreed between You and the Creditor or required by law from time to time:

a) Provision of Services and/or Goods;

b) Marketing of Services and/or Goods by the Creditor, its agents or distributors in relation to the Services and/or Goods;

c) Analysing, verifying and/or checking Your credit, payment and/or status in relation to provision of Services and/or Goods;

d) Processing of any payment instructions, direct debit facilities and/or credit facilities requested by You; and

e) Enabling the daily operation of Your account and/or the collection of amounts outstanding in Your account in relation to the Services and/or Goods.

16.5 The Creditor may give information about You to a credit reporting agency for the following purposes:

a) To obtain a consumer credit report about You; and/or

b) Allow the credit reporting agency to create or maintain a credit information file containing information about You.

17. General

17.1 If any provision of these Terms and Conditions shall be deemed invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

17.2 All Goods and/or Services supplied by the Creditor are subject to the laws of Victoria and the Creditor takes no responsibility for changes in the law which affect the Goods and/or Services supplied. The Creditor and You agree that these Terms and Conditions, and every sale of Goods and/or Services by the Creditor to You thereunder, shall be governed by the laws of the State of Victoria and the Creditor and You agree to submit to the

exclusive jurisdiction of the Courts of the State of Victoria.

17.3 The Creditor shall be under no liability whatsoever to You for any indirect loss and/ or expense (including loss of profit) suffered by You arising out of a breach by the Creditor of these Terms and Conditions.

17.4 In the event of any breach of this Agreement by the Creditor, Your remedies shall be limited to damages. Under no circumstances shall the liability of the Creditor exceed the Price of the Goods.

17.5 You shall not set-off against the Price amounts due from the Creditor.

17.6 The Creditor may license or sub-contract all or any part of its rights and obligations without Your consent.

17.7 The Creditor reserves the right to review these Terms and Conditions at any time, and from time to time. If, following any such review, there is to be any change to these Terms and Conditions then any changes will take effect thirty (30) days after the date on which the Creditor notifies You of such change.

17.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm, inability on the part of the Creditor to obtain raw materials from any anticipated source or any other event beyond the reasonable control of either party.

17.9 If there is any inconsistency between these Terms and Conditions, a quotation or a purchase order, then these Terms and Conditions shall prevail, then the quotation, then the purchase order.

17.10 The Creditor reserves its right to issue invoices to You pursuant to the *Building and Construction Industry Security of Payment Act 2002* (Vic), and the Creditor may exercise all rights and remedies available to it under that Act without limitation.

17.11 Upon entering an ASQ site, You will be required to comply to site specific conditions of entry.

17.12 On receipt of Goods and/or Services at Your site, You will be required to comply to conditions of delivery.

18. Premixed Concrete Goods

18.1 Premixed concrete is supplied to comply with AS 1379 (specification and supply of concrete) unless otherwise agreed in writing.

18.2 Mix details on the delivery docket must be checked by you prior to discharge. Any discrepancies must be recorded in writing on the docket and the creditor should be notified immediately. The creditor shall accept no responsibility for error if this is not done prior to discharge.

18.3 The in-situ performance of premixed concrete is greatly impacted by workplace practices, including handling, placing and curing processes.

18.4 The creditor takes no responsibility for the following:

a) Addition of water or any other material to the concrete onsite, either before or after discharge from the delivery vehicle (unless this has been pre-approved by the Creditor's engineer) and the impact it may have on the performance of the concrete.
b) The addition of any admixtures at your request.
c) If you have specified a premixed concrete mix design outside those developed by the Creditor.
d) Performance requirements outside those outlined by the criteria in AS 1379 (when tested to the relevant Australian Standards by a NATA accredited facility).

18.5 Concrete placed with delivered concrete temperatures outside AS 1379 specification of 5°C–35°C. Special measures may be needed if the ambient temperature is outside the range of 10°C–30°C in order to meet this requirement.

18.6 Surface texture and finish of hardened concrete, including colour changes or oxidation of aggregates due to finishing techniques used during placement, particularly where there is an exposed aggregate finish.

18.7 The concrete is discharged from the agitator outside the specified holding time from commencement of mixing (unless pre-approved).

18.8 We will comply with the "Production Assessment" requirements of AS 1379.

18.9 "Project Assessment" can be requested at your expense.

18.10 The use of your own independent testing at your expense can be performed in accordance with AS 1012 methods (note: results will only be considered if testing is performed by a NATA Accredited laboratory).

19. Premixed Concrete Price and Payment

19.1 The Price in respect of Premixed Concrete Goods is quoted as net per cubic metre delivered on the basis of a three (3) cubic metre (m^3) minimum load supplied during normal working hours.

a) For delivery on Public Holidays, weekends and one (1) hour either side of normal operating hours, surcharges apply.
b) For deliveries less than $3m^3$ a moderate loading applies. These Price details are available upon request.

19.2 Standby charges will be applied at the discretion of the Concrete Plant Manager where concrete trucks are held on site for 45 minutes for maxi mix loads or 30 minutes for mini mix loads.

20. Premixed Concrete Cancellation

20.1 In the event of cancellation, any premixed concrete already produced or dispatched will be invoiced regardless of whether or not you are able to accept the material.

21. Quarry Material Goods

21.1 Testing of materials supplied will be carried out by a NATA accredited laboratory in accordance with the relevant Australian Standard Test procedures at the frequency nominated in the Creditors "Schedule of Methods & Frequencies for Tests Performed on Allstone Quarries Pty Ltd Quarry Products". In the event of any additional pre-supply testing requirements, a pre-supply meeting between You and the Creditor is required to agree and sign off the additional requirements. Testing of materials will be conducted from ex bin samples and shall be deemed representative of materials supplied to You. No testing of post supply and post compacted materials will be recognised by the Creditor. Any additional testing shall be at Your expense.

21.2 In the event of any materials supplied by the Creditor in pursuance hereof failing to meet the agreed standards, the liability of the Creditor (if any) shall be limited to the replacement of such defective materials. To the extent permitted by law, all other guarantees, warranties, undertakings or representations expressed or implied and whether arising by statute or otherwise are hereby expressly excluded.

21.3 The testing standards agreed to between the Creditor and You relate to the standards referenced in the schedule nominated in section 21.1, or any additional requirements nominated at the pre-supply meetings.

22. Quarry Material Price and Payment

22.1 The Price in respect of Quarry Materials is based on:

a) Current costs of transport, labour and materials and in the event of any variation to any of these costs prior to delivery, the Creditor may adjust the Price accordingly without notice to You;
b) The Creditor's ruling minimum load, and in the event of deliveries being required of less than the minimum load, an additional cartage charge will be payable in accordance with the Creditor's ruling rate;
c) Delivery being made by the most practicable route available, and in the event of roads being closed and preventing delivery by the most practicable route, the Creditor shall have the right to charge for any additional cost incurred by it in making delivery; and
d) Delivery being made during normal working hours and in the event of delivery being required outside such hours, an additional cartage charge will be payable in accordance with the Creditor's ruling rates. If stated on a volumetric basis, the Price will be based on a loose uncompacted volume as measured in the truck body at the place of loading.
e) Additional charges will be applied to You if You cause or request that a delivery be returned.

23. Quarry Material Cancellation

23.1 In the event of any cancellations, any Cement treated material already produced or dispatched will be invoiced regardless of whether or not You are able to accept the material.