

Our Terms and Conditions of Sale are available on our website www.directmix.com.au and an extract is set out below.

TERMS AND CONDITIONS OF SALE

Delivery of Goods

- If the Supplier agrees to deliver Goods, the Supplier:
 - (a) will charge delivery charges, demurrage, waiting time and other charges in the Supplier's price list or otherwise nominated by the Supplier from time to time;
 - (b) will endeavour to deliver the Goods to the Delivery Address on the Delivery Date; and
 - (c) may charge further delivery charges if the Customer is unable to receive delivery of the Goods at the Delivery Address or on the Delivery Date or in accordance with any other delivery arrangements.
- The Supplier will only deliver Goods during the Supplier's usual business hours unless the Supplier agrees otherwise in writing.
- The Supplier will not be liable for any delay in the delivery of Goods to the Delivery Address.
- The Supplier may deliver Goods in separate installments.
- The Customer will ensure a member of the Customer's Personnel will be at the Delivery Address on the Delivery Date to sign the delivery docket on the Customer's behalf.
- The Supplier may deliver Goods to the Delivery Address regardless of whether there is anyone at the Delivery Address at the time of delivery.
- The Customer agrees:
 - (a) the Supplier's responsibility for delivery of Goods will cease at the kerbside or public roadway frontage of the Delivery Address;
 - (b) the Customer must provide safe access for delivery of Goods including but not limited to providing safety measures such as traffic control; and
 - (c) the Supplier may refuse to deliver Goods, and return the Goods at the Customer's cost, if the Supplier or a member of the Supplier's Personnel considers it would be unsafe to deliver the Goods.
- The signature of a member of the Customer's Personnel on the delivery docket will represent the Customer's acknowledgement that the Goods comply with the Contract and these T&Cs.
- A certificate signed by a director or secretary of the Supplier in relation to delivery of the Goods will be prima facie evidence of the fact and the Customer will not object to the admissibility of such a certificate in any legal proceedings.
- The Customer must inspect any Goods immediately on collection or delivery of the Goods.

Risk

- If the Supplier agrees to deliver Goods, the Customer will be deemed to have accepted the Goods, and the risk in the Goods will pass to the Customer, immediately when the Goods are delivered to the Delivery Address regardless of whether there is anyone at the Delivery Address at the time of delivery.
- If the Supplier agrees to supply the Goods on an ex-bin or ex-works basis, or the Customer otherwise agrees to collect the Goods, the Customer will be deemed to have accepted the Goods, and the risk in the Goods will pass to the Customer, immediately when the Goods are placed on any vehicle or means of conveyance.

Force Majeure

- The Supplier will not be liable to the Customer for any failure to perform, or delay in performing, the Supplier's obligations under these T&Cs if the failure or delay is due to any cause beyond the Supplier's reasonable control and if any such failure or delay continues for a period of 14 days the Supplier may terminate any affected Contract.

Warranties

- The Supplier does not warrant the Goods and/or Services are fit for any purpose whether or not made known to the Supplier or any member of the Supplier's Personnel.
- The Supplier excludes all express and implied conditions and warranties in relation to the Goods and/or Services except those conditions or warranties that cannot be excluded by law and the Supplier's liability under any such conditions or warranties is limited to, at the Supplier's option, arranging to replace or repair the Goods and/or the outcome of the Services or resupplying the Goods and/or Services.
- Nothing in these T&Cs are intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 (Cth) or any Fair Trading Act except to the extent permitted by such Acts.

Liability

- The Supplier's liability for any Liability or Claim in relation to these T&Cs, any Contract, and any supply of Goods and/or Services (whether under statute, contract, tort, negligence or otherwise) will be limited to the amount of the Price paid by the Customer to the Supplier.
- The Supplier will not be liable to the Customer for any Liability or Claim of any kind arising

directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any indirect or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) or any remote, abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties.

Release and Indemnity

The Customer indemnifies the Supplier and each member of the Supplier's Personnel from and against any Liability or Claim arising directly or indirectly in relation to:

- the accuracy of all information provided by the Customer to the Supplier in relation to the Services, the Delivery Address or any other matters;
- the Customer's breach of these T&Cs or any Contract;
- the negligence or wilful misconduct of the Customer or any member of the Customer's Personnel;
- the Supplier or any member of the Supplier's Personnel delivering the Goods in accordance with the Customer's instructions;
- the Supplier or any member of the Supplier's Personnel entering the Delivery Address;
- damage to the property of the Customer or any third party during any delivery of Goods;
- any spillage, breakage or contamination of Goods during any transport or delivery;
- the Goods and/or Services not being fit for any particular purpose;
- any tests in relation to Goods and/or Services;
- the Customer or any member of the Customer's Personnel directly or indirectly causing any delay in the supply of any Goods and/or Services;
- the Supplier having to resupply the Goods and/or Services, or undertake any rework, as a result of the actions or omissions of the Customer or any third party;
- the Customer or any member of the Customer's Personnel refusing to accept any delivery;
- the Customer or any member of the Customer's Personnel purporting to cancel any Order or Contract; and
- any proceedings, claims and demands in relation to any secured property.

Definitions

In these T&Cs:

"Claim" means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise;

"Contract" means a contract formed as a result of the acceptance of an Order by the Supplier;

"Goods" means the goods in a Contract;

"Liability" means any loss, liability, cost, payment, damages, debt or expense (including but not limited to reasonable legal fees);

"Order" means any written or verbal order by the Customer to the Supplier for Goods and/or Services;

"Personnel" means any employee, servant, contractor, subcontractor, agent, partner, director or officer of a party;

"Price" means the price of the Goods and/or Services as nominated by the Supplier from time to time;

"Services" means the services in a Contract and any services associated with the Goods;

"Supplier" means Southern Quarries Pty Ltd (ABN 26 007 726 909); and

"T&Cs" means the terms of these Terms and Conditions and the terms of the Special Conditions (and if there is any inconsistency between the terms of these Terms and Conditions and the terms of the Special Conditions, then the terms of the Special Conditions will take precedence).

SPECIAL CONDITIONS - CONCRETE AND QUARRY PRODUCTS

Supply of Concrete

- Unless otherwise agreed in writing, if the Supplier agrees to supply concrete to the Customer, the Supplier:
 - may use any raw materials to manufacture and supply the concrete;
 - will supply slumps of a maximum of 80mm for 20mm nominal size dense aggregate; and
 - will supply concrete in accordance with Australian Standard AS1379-1997.
- If the Supplier agrees in writing to test concrete for the Customer:
 - the Supplier will arrange for the concrete to be tested at the Delivery Address after the delivery of the concrete;
 - the Customer will provide the Supplier's Personnel with access to the Delivery Address for the purposes of testing the concrete;
 - the Customer will provide copies of all test results to the Supplier; and
 - the Supplier will not be liable for any tests performed by any third party.
- The Supplier will not be liable for, and the Customer will indemnify the Supplier in relation to, any Liability or Claim as a result of:
 - the Supplier adding additives or other materials to concrete at the Customer's request;
 - the Customer or any other person handling, placing, curing or otherwise dealing with the concrete;
 - the Customer or any other person, including but not limited to any member of the Supplier's Personnel, adding water or any other substance to concrete whether before, during or after the delivery of the concrete;
 - the actual discharge time (being the time between the arrival of the Supplier's delivery vehicle at the Delivery Address and the completion of the discharge of the Goods) exceeding the Supplier's standard or stated discharge time; and
 - the effect of weather conditions on concrete including but not limited to heat, rain, wind or hail.

Supply of Exposed or Coloured Concrete

- The Customer acknowledges:
 - the raw materials used to manufacture exposed concrete and coloured concrete are natural products and subject to variations;
 - exposed concrete and coloured concrete may also contain iron stone which could cause rust stains in finished products;
 - the colour, texture, appearance and quality of exposed concrete and coloured concrete in any brochure, display or other promotional material are indicative only;
 - the colour, texture or appearance of exposed concrete and coloured concrete might not match the selections in any order; and
 - the Supplier does not represent, warrant or guarantee that the colour, texture, appearance or quality of exposed concrete or coloured concrete will match the selections in any Order or Contract.
- The Customer acknowledges:
 - the Supplier's exposed concrete have been designed with a high volume of aggregate;
 - the Supplier does not recommend placing exposed concrete using a concrete pump;
 - the Customer should obtain advice from the Customer's contractor as to how best to place and finish concrete;
 - the Customer's contractor's advice and actions may affect the quality of exposed concrete and the depth or consistency of exposure; and
 - the Customer will be responsible for the onsite preparations or placement techniques (including the adding of water or sugar or other additives) or finishing techniques (including the hosing or polishing of concrete) used by contractors.
- The Customer agrees that if a contractor uses water to wash off the top surface of exposed concrete or coloured concrete, the contractor must ensure the contractor captures the water as the water could be high in cementitious material and the Supplier has no responsibility for such water entering drainage systems or waterways.

Supply of Quarry Products

If the Supplier agrees to supply quarry products to the Customer:

- the Supplier will supply the quarry products by weight and in accordance with Australian Standard AS2758; and
- the Customer may test the quarry products which are the subject of an Order at the Supplier's plant provided that the Customer provides at least 7 days written notice to the Supplier and provides copies of all test results to the Supplier.