

CONCRETE 4 GOULBURN PTY LTD
TRADING AS
CONCRETE 4 GOULBURN
ABN 69 136 701 329



8 COPFORD ROAD
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TERMS & CONDITIONS

1. Concrete is supplied to Australian Standard AS1379 (or amendments thereto)
2. Hours of operation are 6.00am to 5.00pm Monday to Friday, surcharges apply to deliveries outside these hours.
3. Loads are based on a minimum of 3.0 cubic metres delivered up to 15 kilometres from our Plant. Additional charges will apply for smaller deliveries and/or extra kilometres.
4. Concrete is delivered at a nominal slump of 80mm using 20mm aggregate, an additional charge will apply for higher slumps or other size aggregates. The purchaser must ensure a representative is at the delivery site to accept and sign for each delivery, this signature acknowledges the delivery complies with the purchasers order in regard to strength and quantity.
5. Delivery trucks will only go beyond the kerb alignment at the driver's discretion and Concrete4Goulburn (the Supplier) cannot be held liable if damage to property occurs beyond the kerb.
6. The Supplier accepts no responsibility in respect of any defect which may develop in any concrete supplied and which is due to faulty handling, placing or curing of concrete by the customer or to faulty or defective job practices. Claims will not be recognised after 14 days from date of delivery.
7. The Supplier shall not be liable for and is hereby indemnified by the customer in respect of any claims made by or through the customer or any third party which arise out of any defects, shrinkages, or other faults which may develop in the concrete which are due to:
 - a. The addition of any water or other material to the concrete either before or after discharge from the delivery unit without the written instructions of an authorised representative of the Supplier. Drivers of delivery vehicles shall not, for any purpose arising under this contract, be deemed to be representatives of the Supplier, and/or
 - b. The addition of any additives to the concrete at the request of the customer, unless an authorised representative of the Supplier confirms the request in writing.
 - c. Drivers have instructions to make no alteration to the mix without specific signed authorisation by the purchaser.
8. The Supplier shall not be liable in any manner whatsoever for the delay in delivery or non-delivery (or any costs associated therewith) which is attributable to transport delays, plant or equipment breakdowns, unavailability or shortage of materials, industrial stoppages or any other cause whatsoever, which is beyond the direct control of the Supplier.
9. Returned concrete may be charged to the customer as per Concrete4Goulburn's rates, together with any cartage costs and/or dumping fees incurred to the Supplier.

10. The Supplier reserves the right to charge for concrete ordered but for which the customer is unable to accept delivery if cancellation does not occur prior to actual batching of the concrete.
11. Our invoicing charge will be based upon the quantity of concrete supplied as per delivery docket. Any claim for alleged short delivery of concrete must be made in writing within 7 days of delivery otherwise it will not be recognised by the Supplier and in absence of any such claim the purchaser shall be liable to pay for the full quantity of concrete stated in the Supplier's delivery docket.
12. Payment is to be made either before or at time of delivery, unless having held a prior approved trading account with Concrete4Goulburn Pty Ltd.
13. Any reference to the customer or purchaser in these terms & conditions includes the employees, agents, sub-contractors, successors, assignees of, and any entity through or under the customer. The actions or signatures of any person appearing to have authority of the customer so to do shall bind the customer.