



SOILCO Pty Ltd.
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TERMS & CONDITIONS

DELIVERY:

1. The company shall not be liable in any manner whatsoever for 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 company.
2. Delivery must be accepted by the purchaser and discharge completed as soon as possible after the arrival of the delivery vehicle on site. If discharge is not completed within 20 minutes of arrival on site, waiting time in excess thereof will be charged at the company's ruling rate.
3. If at the request of the purchaser the delivery vehicle enters the job area, the Company will not be liable for and is hereby indemnified by the purchaser in respect of any claims made by or through the purchaser or any third party which arise out of affecting such entry or by the presence of the vehicle in the job area. Should the delivery vehicle become bogged in the job area all costs incurred in releasing the vehicle will be charged to the purchaser.

PRICE AND PAYMENT:

1. The amount charged is based upon the quantities shown on the face of the delivery docket. Prior to delivery the purchaser shall sign the delivery docket and by signing the purchaser becomes bound by the information shown thereon and any claims in relation to quantity delivered must be made in writing to the Company within 7 days of delivery.
2. The purchaser shall pay the price to the Company prior to delivery or within any credit period agreed in writing. All amounts not paid with the agreed credit period shall bear interest rate as determined by the Company.
3. Until payment in full the Company the legal and equitable title to and the purchaser remains the bailee of the materials supplied and to the extent of the Company's interest, and any other objects into which the materials supplied may be incorporated and any other proceeds from the sale of materials supplied or other objects.
4. In the event of any dispute arising between the Company and the purchaser shall forthwith pay to the Company the amount claimed by the Company until determination of the dispute.

GENERAL:

1. Any reference to the purchaser in these terms and conditions includes the employees, agents, sub-contractors, successors, assignees of and any entity claiming through or under the purchaser. The actions of signatures of any person appearing to have authority of the purchaser so to shall bind the purchaser.
2. In the event of any material supplied by the Company under this contract being defective, the liability of the Company (if any) shall be limited to the replacement of such defective material. All other guarantees, warranties, undertaking or representations expressed or implied and whether arising by statute or otherwise are hereby expressly excluded (except to the extent only that such exclusion is prohibited by statute) and subject to the last mentioned exception these term and conditions are the only terms and conditions the contract between the Company and the purchaser.
3. The Company shall not in any circumstances in any dispute be liable for any indirect or consequential loss or damage of any nature whatsoever.
4. The purchaser shall not be entitled to claim against the Company in connection with any act, omission or event arising hereunder, unless the claim is made to the Company in writing within the time period specifically stipulated in these terms and conditions, or if no such period is stated, within 7 days of the occurrence of the act, omission or event giving rise to the claim.