



## **CONDITIONS OF SALE**

### **SUPPLY AND DELIVERY OF CONCRETE**

1. Unless otherwise specified concrete supplied will be in accordance with;  
AS 1379-1991           The specification and manufacture of concrete  
AS 1012                 Methods of testing concrete
2. Testing of concrete supplies will not automatically be carried out, but the purchaser/customer may request an assessment in accordance and under the terms of contract and arranged at the purchasers/customers expense.  
Test samples will be taken only at the agitator discharge chute.  
The results of such tests will only be recognised by the Company if carried out in accordance with the standards nominated and by a N.A.T.A registered testing authority.
3. The concrete supplied is designated on the face of the delivery docket and refers to the following outline:
  - (a) The quantity of concrete required
  - (b) The standard compressive strength and grade
  - (c) A standard slump at point of acceptance
  - (d) The maximum nominal size of aggregate
4. It is to be understood that the purchaser/customer will ensure that a company representative is available at the delivery point to sign the delivery docket, and by signing the purchaser/customer acknowledges that the quantity and other designated information outlined on the front of the docket complies with the purchaser's/customer's request.
5. The company will not be liable in any manner whatsoever in respect of strength or any other defect which may develop in any concrete supplied if:
  - (a) water is added to concrete before or after discharge from the delivering agitator without the approval of the Company's representative
  - (b) an admixture is used at the purchasers request
  - (c) discharge from the agitator occurs more than ninety minutes after leaving the mixing plant
  - (d) in the event of delays in delivery or non-delivery arising from any cause beyond the control of the Company including but not limited to unforeseen traffic conditions, plant breakdown, truck and agitator breakdown, industrial stoppages, bans or shortage of materials
  - (e) Due to mishandling, placement, curing or improper job practices.
6. The price stated is based on:
  - (a) Concrete batched and/or delivered between the hours of 6.00am to 5.30pm on weekdays not being public holidays. A surcharge will apply for concrete batched and/or delivered outside these hours
  - (b) a three (3) cubic metre minimum payment applies to cartage rates 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 Company's ruling rates
  - (c) delivery being made by the shortest access route available, and in the event of roads being closed and preventing delivery by the shortest access route, the Company shall have the right to charge for any additional costs incurred by it in making delivery
  - (d) the discharging of the concrete on site from the agitator within the time specified within the Company's charges and an additional charge will be payable for waiting time in excess of the standard unloading time of thirty (30) minutes

#### **The Neilsen Group**

Address:           Johnstone Road, Brendale

Postal Address:   PO Box 5319  
                          Brendale, 4500

Phone:             07 3205 5599

Fax:                07 3205 7521



- (e) and is subject to an additional surcharge when concrete is returned from the delivery to the concrete plant in the event of the purchaser/customer being unable to accept the full batch as ordered
7. Delivery of concrete shall be at the kerb alignment and the Company shall not in any circumstances in any dispute be liable for any indirect or consequential loss or damage of any nature whatsoever arising from entry of agitator trucks and delivery on site.
  8. The purchaser/customer shall pay the price for the concrete to the company in cash prior to delivery or as agreed in writing within the agreed credit period of the thirty (30) days. All amounts not paid within the agreed credit period shall bear interest at the overdraft rate charged by the Company's principal bankers in respect of amounts over \$100,000 from invoiced date until payment. All amounts received by the Company will be credited first against interest.
  9. If the purchaser/customer fails to make due payments or if any other dispute arises the Company shall have the right:
    - (a) to suspend further performances of its obligations hereunder until the matter of payment (plus interest as aforesaid) or settlement of the dispute; and/or
    - (b) to terminate the contract at any time, in either case without affecting any right or remedy of the Company whether arising before, after, or as a result of the dispute or the purchaser's/customer's failure to make due payment
  10. 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 or signatures of any person appearing to have the authority of the purchaser so to do shall bind the purchaser.
  11. In the event of any materials supplied by the Company in pursuance hereof failing to meet the agreed standards, the liability of the Company (if any) shall be limited to the replacement of such defective materials. All other guarantees, warranties, undertakings, or representations express 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 terms and conditions are the only terms and conditions of the contract between the Company and the purchaser. These terms and conditions cannot be altered, except in writing by the Company's authorised representative.
  12. The Company shall not in any circumstances dispute be liable for any indirect or consequential loss or damage of any nature whatsoever.
  13. Neilsen's Concrete supplies concrete in accordance with its Standard Conditions of Sale. Neilsen's Concrete supplies concrete with colour pigments sourced from Concrete Colour Systems (CCS) which are used in accordance with the CCS guidelines unless otherwise agreed with the purchaser. The final colour and finish of the concrete is subject to environmental conditions, placement and techniques and naturally occurring raw material variation. Some variation in appearance and consistency may occur which is beyond Neilsen's Concrete control. Colour pigments are an admixture used solely at the purchaser's request and although all care is taken Neilsen's accepts no liabilities regards the final colour of any individual load.

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