## Standard Conditions of Sale

- 1. These terms and conditions apply to order and purchase of products and/or services sold by All Surface Coatings (The Seller) to the Customer.
- 2. Returns: any product returned must in in whole, unopened and undamaged containers. A 10% charge will apply for the return.
- 3. Payment: 30 days from invoice unless otherwise agreed
- 4. Late Payment: The Seller, at it's sole discretion, may charge the customer 2% for each month or part month the customer is late in payment, plus any collection costs incurred by the Seller.
- 5. The majority of the products we apply are curing compounds. Many of these compounds have some sealing properties as well. However the seal provided by these curing compounds is not meant to withstand many months or years of high traffic volumes. To get a seal that can withstand these loads a subsequent sealing coat must usually be applied.
- 6. Slabs to be sprayed need to be clear of dirt and dust otherwise the products adherence to the slab is impaired and performance impacted negatively
- 7. The following additional charges will be levied
  - a. Travel charges Melbourne metropolitan area
  - b. Travel charges Victorian country areas (not Melbourne metropolitan)
  - c. Truck wait where a vehicle and staff are held up at a site when the job is not ready at the time indicated by the Customer to the Seller.
  - d. RDO/Saturday charge where work occurs on a Saturday or an CFMEU Rostered Day off. Note the Seller does not apply products on Sundays.
  - e. Slab Cleaning charge where the Seller blow cleans a job because of dirt on the slab
  - f. Call out where we arrive at a site and the job is then cancelled.
- 8. The list price of the Seller will be the sale price unless an alternate price has been agreed and specified in writing by the Seller. These specific agreed prices will have a maximum valid duration of 6 months from date the price is provided in writing, unless varied in writing by the Seller.
- 9. The Seller does not specify the product to be used on a given job, this specification comes from the Customer, Builder or Project Manager. The Seller may, if asked, give advice or recommendations on goods or service. The Seller shall not be liable in respect of any incidental, special, consequential or other damages (whether arising out of contract, negligence or howsoever) in connection with or arising out of the giving of any advice or recommendations.
- 10. Liability: except as outlined Australian law, the maximum liability for any defect in application of product is 150% of the contract or charge to supply the service (if already paid). The Seller does not accept any liability for defects in product manufactured and supplied by third parties, to the Seller. Any alleged defects in product or service should be communicated to the Seller within 28 days of the service being provided.
- 11. NOTICE: the Seller will make every endeavor to provide services as requested, providing pricing has been agreed and two clear working days has been given by the Customer to the Seller for the date to commence the job. For BCP jobs or "non-Standard" work the notice period is 10 working days.
- 12. FORCE MAJEURE: we are not liable for our failure to perform if this is due to any event beyond our reasonable control