

Sampson Concrete Terms & Conditions of Trade

Entirety of agreement; the attached proposal forms the entire agreement between Sampson Concrete Pty Ltd and the customer. These are the terms and conditions. In accepting the quotation, the customer covenants and accepts these terms and conditions.

Acceptance; acceptance of the offer of service either verbally or in writing constitutes a legally binding agreement between Sampson Concrete Pty Ltd and the customer. In accepting the offer for service, the customer confirms that they have read, understood, and accept the terms and conditions contained herein.

Validity; this proposal is valid for 30 days.

Severance; the contract is limited to the scope stipulated in the work description of this contract. Upon completion of work and full payment – each party shall owe each other no further contractual undertaking and this contract shall be null and void.

Cash flow; This is not a lump sum contract. Sampson Concrete Pty Ltd reserves the right to invoice as and when it determines. Circumstances in which an invoice may be raised include, but are not limited to:

- a. Completion of work
- b. Substantial completion
- c. As materials are delivered to site
- d. For a deposit
- e. For a progress payment.

All invoices issued are due as and when stated on the issued invoice. For the avoidance of doubt; unless otherwise stipulated all payments issued by Sampson Concrete Pty Ltd are payable within five (5) calendar days. Invoices for final payment are due immediately upon completion of work.

Deposits; A deposit is required to confirm all bookings and is deemed as acceptance of the works. If a deposit is not received within five (5) calendar days, the booking hold will lift and the proposed date will be offered to other customers. Deposits are fully refundable up to seven (7) days before the confirmed booking date. Instances where deposits become non-refundable include, but are not limited to:

- a. production for products made to the Customer's specifications has commenced
- b. orders for non-stockist items have been placed.
- c. customer cancellations less than seven (7) days before the confirmed booking date

There is a non-refundable 2% fee for all payments made by card.

Lateness; the customer agrees to waive their right to indemnify themselves against any loss incurred in the course of the project because of lateness. Sampson Concrete Pty Ltd disclaims any liability for loss or damages incurred by the customer out of lateness of the contract because of any or either:

- a. Force majeure
- b. Lateness of contractors
- c. Malicious sabotage by the customer
- d. Vandalism
- e. Lateness of government entities
- f. Inclement weather

Preliminary quotations; Preliminary quotations do not include site works, waste removal or pool cleaning unless stated. All prices provided are subject to a final inspection, measure, and confirmation by a Sampson Concrete Pty Ltd estimator. Paying a

deposit for a preliminary quote does not guarantee the final price.

Accuracy of Customer's plans and measurements;

Sampson Concrete Pty Ltd shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that if any of the information provided is inaccurate, Sampson Concrete Pty Ltd accepts no responsibility for any loss, damages, or costs resulting from these inaccurate plans, specifications or other information. In the event the Customer gives information relating to measurements and quantities of the Materials required to complete the works, it is the Customer's responsibility to verify the accuracy of the measurements and quantities before any orders have been placed based on these measurements and quantities. Prior to the commencement of concrete being laid, the Customer or the representative of the Customer shall be in attendance whilst a final measure is taken place by a member of Sampson Concrete. In the absence of either the Customer or their representative, Sampson Concrete Pty Ltd shall carry out the necessary measurements showing their calculations on the final invoice. If the Customer does not object to the calculations made within forty-eight (48) hours of the final invoice, then the calculations shall be deemed to be accurate.

Access; The Customer shall ensure that there is clear and free access to the work site at all times to enable Sampson Concrete Pty Ltd to execute the works. Sampson Concrete Pty Ltd shall not be liable for any loss or damage to the site including, without limitation, damage to pathways, pools, driveways and concreted or paved or grassed areas. It is the responsibility of the Customer to ensure that access is suitable to accept the weight of laden trucks, front-end loaders or other equipment that may be deemed necessary to complete the job.

Possession; all materials not paid for are to remain the property of Sampson Concrete Pty Ltd. Sampson Concrete Pty Ltd shall not be held liable for any pursuit of an action of trespass for the restitution of any materials not paid for in full.

Severance; the contract is limited to the scope stipulated in the work description of this contract. For works completed around pools unless stipulated, Sampson Concrete Pty Ltd does not provide a pool cleaning service. Any additional services outside the scope of work are payable by the customer. Upon completion of work and full payment – each party shall owe the other no further contractual undertaking and this contract shall be null and void.

Variations; some quotations may include a variation amount. This shall be accepted by the customer as fair and reasonable and is usually included to allow for the provision of either labour or materials or other expenses that cannot be calculated at the time of quotation to a reasonable degree as determined by Sampson Concrete Pty Ltd. Especially where order quantities for concrete have variation allowances, the customer understands that final order quantity and the associated cost is determined on the day of the installation of the concrete and is subject to a final site measure.

Sampson Concrete Pty Ltd will draw upon the variation amount at its absolute discretion.

Pumping; where Sampson Concrete Pty Ltd requires the use of a pump may, at its discretion, add water to the ordered concrete. This is to achieve workability with the pump apparatus and may

contravene the recommendation so the supplier however shall be seen as fair and reasonable by the customer who acknowledges that this is standard industry practice. The customer waives the right to indemnify Sampson Concrete Pty Ltd for any damage whatsoever incurred by the customer where water is added to the mixture.

Use of imagery; By consenting to our terms and conditions, the customer acknowledges that images and videos featuring your land or property may appear on Sampson Concrete Pty Ltd social media, website and other relevant marketing platforms, including but not limited to LinkedIn, Facebook, Instagram, Twitter, as well as in display and email marketing. Should you wish to have these images not featured or removed please email harley@sampsonconcrete.com.au.

Cancellation; Sampson Concrete Pty Ltd may cancel any contract to which these terms and conditions apply or cancel delivery of works at any time before the works are commenced. On giving such notice Sampson Concrete Pty Ltd shall repay to the Customer any sums paid in respect of the quoted price, less any amounts owing by the customer for works already performed. Sampson Concrete Pty Ltd shall not be liable for any loss or damage arising from such cancellation.

In the event that the Customer cancels the delivery of works the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Sampson Concrete Pty Ltd as a direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for products made to the Customer's specifications, or for non-stockist items, will not be accepted once production has commenced, or an order has been placed.

Breach and recourse; where the customer breaches the contract by insubstantial or non-performance (which may include but is not limited to non-payment) Sampson Concrete Pty Ltd reserves the right to pursue damages and indemnification by either express demand or through legal proceedings. Sampson Concrete Pty Ltd charges interest of 12% per annum on all outstanding invoice amounts calculated monthly. This fee and an administration fee of \$250 for the collection of unpaid monies will be added to the outstanding amount on any invoices which are not paid by their due date. Additionally, costs for legal expenditure will be sought where appropriate as determined by Sampson Concrete Pty Ltd.

Warranty and exclusions; Sampson Concrete Pty Ltd agrees to repair any cracks in the concrete for up to 12 months after the initial installation. It is advised that the Customer has a member of our team reseal the concrete yearly. Failing to do so will waive any warranty. Sampson Concrete Pty Ltd is not liable for

- a. The reappearance of or development of cracks or the deterioration of surfaces due to cracks. No guarantee is given or implied that the materials used will not crack. It is presumed the substrate or surface on which the coatings are applied is stable.
- b. Indentations on the surface or compressions on the surface.
- c. Sealing products are not covered under warranty.
- d. Variation in exposed aggregates. The customer understands that surfaces and textures may vary from samples and photos. Sampson Concrete Pty Ltd can not guarantee that the final exposure will be a certain texture unless honed.

- e. Sampson Concrete Pty Ltd cannot take responsibility for defects caused by a 3rd party including but not limited to: movement in the earth, delays in concrete delivery, cooked or wet loads arriving at the site, variation in stone size or colour and bald spots.
- f. Surface deterioration caused by rising dampness damp or moisture coming up through the slab.
- g. Structural defects. The Customer acknowledges that Sampson Concrete Pty Ltd has made adequate inspections and declares that unless it has been identified and allowed in the Work Contract there is no apparent existence of rising damp or structural defects nor has there been in the past.
- h. Surface deterioration caused by efflorescence. Efflorescence is the white powdery substance on the surfaces of unsealed concrete. Efflorescence is caused by vapour migrating through the slab bringing soluble salts to the surface of the concrete.
- i. Surface deterioration due to lack of maintenance.
- j. Damage to the surface caused by accidental, negligent or malicious acts.
- k. Products with "rustic" finishes which may be designed to simulate bricks, stone, tiles, or otherwise, as the nature of these materials and the method of application no warranty is given in relation to the uniformity of the surface depth, texture or colour as variations may occur.

Dispute Resolution; If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after the service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference, each party shall be represented by a person having the authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be: (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia, and (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.