

TERMS AND CONDITIONS

1. Offer acceptance and withdrawal

- 1.1. All estimates made by Norweld Aluminium are, unless stated to be fixed, an estimate only and are valid for thirty (30) days.
- 1.2. Norweld Aluminium is not bound by any acceptance by the client in pursuance of any budget estimate until final acceptance by Norweld Aluminium.
- 1.3. Norweld Aluminium may, at any time, refuse to provide any services despite the acceptance of any budget estimate by the client.
- 1.4. Norweld Aluminium may, at any time and for any reason, terminate the agreement to provide services after acceptance to do so by giving the client not less than (10) days written notice of its intention to do so.
- 1.5. If any law or ruling is introduced, amended or takes effect that has the result of increasing the rate of taxes (including good and services tax), wages in the modern awards (including superannuation charge), charges, fees or other imposts (taxes) levied or assessed in connection with the Services under this Agreement, TCL may immediately increase the price chargeable to take into account the net effect of the increases to our costs.

2. Time for completion of services

- 2.1. Whilst Norweld Aluminium will use its best endeavours to undertake the services by any time specified to the client, Norweld Aluminium accepts no responsibility, and the client is not entitled to compensation or to bring any claim if the services are not completed in the time specified, or at all.
- 2.2. Norweld Aluminium is not liable for any loss to the client because of a failure to complete the services in a specified time even if this arises through negligence.

3. Payment & Ownership

- 3.1. Ownership of goods/services does not pass to Purchaser until full payment is cleared to our account.
- 3.2. Payment terms are strictly COD and this term as to payment shall be of the essence.
- 3.3. Interest will accrue on any amounts outstanding past the date payment is due at the rate of 9.03% until payment is received by Norweld Aluminium in full. The client indemnifies Norweld Aluminium in respect of any loss of any kind caused to Norweld Aluminium due to the failure to make payment within the time required.
- 3.4. Any tax invoice of Norweld Aluminium is a payment claim made pursuant to the Building and Construction Industry Payments Act 2004.
- 3.5. Norweld Aluminium reserves the right to pass on any costs associated with debt recovery action, including fees, interest and court costs.

4. Site safety

- 4.1. The client must use its best endeavours to ensure that all client personnel on site during the provision of services by Norweld Aluminium:
 - 4.1.1. Comply with all environmental, health and safety standards and policies of Norweld Aluminium (which are available for inspection upon request);
 - 4.1.2. Comply with any reasonable and lawful directions of Norweld Aluminium relating to the provision of the services; and
 - 4.1.3. Ensure that any equipment of Norweld Aluminium within the client's possession or control is kept in good working condition and the client is responsible for all loss of and damage to any equipment of Norweld Aluminium while in the client's possession and control except to the extent to which the loss and damage is due to normal wear and tear or the negligence of Norweld Aluminium or its personnel.

5. Subcontractors and third parties

- 5.1. Norweld Aluminium may subcontract the performance of any of the services to be provided to the client without the prior written consent of the client and the client agrees to indemnify and hold harmless Norweld Aluminium against any loss, delay, cost or liability arising out of the use of subcontractors or third parties by Norweld Aluminium.

6. Liability and indemnity

- 6.1. Norweld Aluminium will not be responsible for loss of or damage to the property of the client, including any equipment, or for personal injury or death of the employees of the client or of their contractors and sub-contractors, arising out of or in any way connected with the performance of the services, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect, or default of Norweld Aluminium, its employees, contractors or subcontractors, and even if such loss, damage, injury or death is caused wholly or partially by the unseaworthiness of any vessel, and the client shall indemnify and hold harmless Norweld Aluminium from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever or in connection with such loss, damage, personal injury or death.
- 6.2. The client releases Norweld Aluminium from and indemnifies Norweld Aluminium from and against any liability, whether arising in tort, contract, equity, under statute or otherwise, and for all claims and/or demands made against Norweld Aluminium.

7. Insurance

- 7.1. Norweld Aluminium will maintain all appropriate policies of insurance protecting its employees and the property of Norweld Aluminium as it deems necessary.

8. General Terms

- 8.1. If any additional item not specified is required to complete the work it will come to the immediate attention of the client for approval. Estimate has been put together in good faith with the equipment they have onsite. If any items are deemed too large or unsafe to remove, a separate quote will be provided for approval, for the use of mechanical lifting devices, or more suitable plant.
- 8.2. The Supervisor has a duty of care to the technicians' onsite conducting the operation and has the authority on behalf of Norweld Aluminium to act in the event of a situation arising without penalty from the client or other interested parties. He has the authority to suspend operations due to any site factors. Following any suspended operations, he will act in good faith to assist the client to find solutions to minimise lost time during the project length.
- 8.3. Where more than one person is the client, those persons shall be jointly and severally liable to Norweld Aluminium.
- 8.4. The person signing for the client warrants that they have the authority of the client to accept these terms and conditions for the client and bind the client to all provisions of these terms and conditions, and hereby indemnifies Norweld Aluminium from any loss incurred by, or any damage caused to Norweld Aluminium on demand if such warranty is untrue.
- 8.5. These terms and conditions shall be construed in accordance with Queensland Law. The parties agree that any legal action arising from the subject matter of the terms and conditions shall be brought in a Queensland Court, unless such action is unable to be brought in such Court.
- 8.6. The failure for any period whatsoever of Norweld Aluminium to exercise any right or remedy which it may hereafter have against the client shall not be deemed at law to be an abandonment or waiver of any right or remedy which Norweld Aluminium may have in respect of any such breach or any other breach at any time.