The Supplier" shall mean Neumann Steel Pty. Ltd. "The Purchaser" shall mean the person, firm or company which has requested the supply of goods by the Supplier.

"Working Documents" shall mean structural drawings, construction drawings, specifications and reinforcement schedules or such other documents as are provided by the Purchaser together with any subsequent variation, amendment, or site instruction. Construction drawings, specifications and reinforcement schedules or such documents as are provided by the Purchaser together with any subsequent variation, amendment, or site instruction. Construction drawings, specifications and reinforcement schedules or such other documents as are provided by the Purchaser together with any subsequent variation, amendment, or site instruction.

1. ESTIMATE

Notwithstanding Clause 2 the Supplier may issue written Estimate which shall be deemed to be an offer to sell only upon these terms and conditions. Acceptance of an offer by the purchaser will constitute a contract incorporating these terms and conditions. An Estimate shall remain current for a period of fifteen (15) days from the date of the estimate unless previously withdrawn in writing by the Supplier, save that the rise and fall will apply from the date of estimate.

Rise and Fall: Any increase in the cost of materials and/or labour and/or freight and cartage to the Supplier, occurring after the date of estimate and/or prior to delivery, shall be to the Purchaser's account and added to the price quoted. Raw Material Availability:

Commencement of Work: Commencement of work by the Supplier at the Purchaser's request will constitute acceptance of a contract incorporating these terms and conditions unless otherwise agreed to in writing by the Supplier. If work is undertaken arising from either a verbal or written order as a result of the estimate, no cancellation will be recognised except in writing. Work in progress may not be cancelled and will be charged to the Purchaser's account.

Drawings: The Supplier accepts no responsibility for the correctness of working documents prepared by persons other than the Supplier, its servants or agents. It is the responsibility of the Purchaser to furnish all working documents without charge to the Supplier to enable scheduling of reinforcement unless reinforcement schedules are supplied by the Purchaser. All working documents supplied shall remain in the custody and control of the Supplier.

Notice of Delivery: The Supplier requires notice of at least 5 working days of the Purchaser's construction program together with all working documents in order to meet any delivery requirements of the Purchaser. A delivery made on shorter notice will incur additional costs. Goods produced in accordance with the Purchaser's request and not accepted by the Purchaser when ready for delivery shall incur additional charges for state and/ or double handling. Quantity: The estimated quantities shown on the Estimate are not guaranteed and the Purchaser will be charged for the actual amount supplied.

Extras: Unless noted, an Estimate shall contain no allowance for accessories or assembly of reinforcing bars. Prices for accessories are available on request.

2. PRICES

Unless otherwise agreed in writing all goods and services are sold at the Supplier's ruling price at the time of delivery of an order for the supply of goods and services. The price of goods and services is subject to change by the Supplier without notice including change to incorporate any increase in the cost of materials and/or labour and/or freight and cartage.

If a trading account has not been established, sales will only be made on a cash before delivery basis and cheques are only acceptable on the guarantee by the Purchaser that there are sufficient funds in the bank of account on which the cheque is drawn to ensure full payment on presentation. Where the Supplier agrees to extend credit to the Purchaser, the Purchaser shall make payments when so required to ensure the total amount outstanding from time to time remains within the credit limit determined by the Supplier.

3. ADDITIONAL COSTS

In addition to the price quoted or ruling price of goods, the Supplier may charge the Purchaser with any one or more of the following:

a) taxes, stamp duty or other statutory charges or levies payable in relation to the supply of goods;
b) storage charges where goods are not collected immediately upon delivery at the Supplier's premises;
c) demurrage costs or charges incurred by the Supplier for the attendance at a site for delivery other than the Supplier's premises after the expiration as per tender clarification, such charges to be calculated at the current rate ruling at the time;
d) legal costs (solicitor and own client costs) and disbursements incurred by the Supplier in relation to breach of contract by the Purchaser;
e) all costs, charges, expenses, or their outgoings incurred by the Supplier with respect to any variation of contract requested by the Purchaser;
f) all costs or charges including administrative costs or charges incurred by the Supplier with respect the recovery or return of goods from the Purchaser whether or not such recovery of return of goods occurs in relation to any breach of contract
g) delivery fee at the current rates ruling at the time, where delivery cannot be effected a delivery fee and return fee at current rates ruling at the time;
h) where the Supplier is required to pick up returnable goods from the delivery point, a return fee at the current rates ruling at the time.

4. TERMS

Terms of trading accounts are strictly net cash thirty days after the end of the month of delivery. Should an invoice remain unpaid after the above period any discount will be revoked, and interest shall be charged at an agreed interest rate and in the absence of any agreement, at the Commonwealth Bank Corporate Overdraft Reference Rate from time to time plus a margin of 4%. All payments made by the Purchaser shall be first applied to the accrued interest. The Purchaser shall reimburse the Supplier all costs (including legal costs) and expenses on a full indemnity basis incurred in the collection of any overdue amount.

5. PAYMENT

Failure to make payment of any monies owing on the due date will constitute a breach of contract and the Supplier may treat the whole contract as repudiated and act accordingly. The Supplier may, before any further delivery against any order, require payment thereof and of all other accounts then due under this or any other contract with the Purchaser. The Purchaser shall not at any time be entitled to retain any money owing to the Supplier notwithstanding any default or alleged default by the Supplier of these terms and conditions including the supply of allegedly faulty or defective goods.

6. DELIVERY AND RISK

Delivery and or performance of the Contract is subject to the ability of the Supplier to obtain steel from its normal source of supply. The Supplier shall be granted an automatic extension of the time for delivery of goods equal to the delay caused by any variation requested by the Purchaser. The Supplier reserves the right to cancel or postpone delivery due to war, civil commotions, strikes, lock-outs, unavailability of transport and or any other causes beyond its reasonable and practicable control. Goods are delivered to the Purchaser when the Supplier makes them available available to the Purchaser or any agent of the Purchaser or any carrier (who shall be the Purchaser's agent notwithstanding whoever may pay his charges) at the Supplier's premises or upon the arrival of goods at a delivery point agreed upon by the Supplier. Where delivery is at the Suppliers premises, delivery shall be deemed to occur upon the earlier of either actual collection of goods or upon provision of notice of delivery to the Purchaser by the Supplier. The Supplier may, at its discretion, deliver the goods by instalments in any sequence. Where the goods are delivered by instalments, each instalment shall be deemed to be the subject of a separate contract and no default or failure by the Supplier in respect of any one or more instalments vitiate the contract in respect of the goods previously delivered or undelivered goods. Risk in the goods shall pass to the Purchaser immediately upon delivery.

7. UNLOADING

Unless otherwise stated in writing, this contract is for delivery on trucks in a properly constructed roadway alongside site or as close to site as conditions allow. Unloading of trucks is the Purchaser's responsibility and detention of trucks in excess of hour and a half per load will be charged to the Purchaser at the rate ruling at the time. In the event of the Supplier's vehicles entering upon any property at the request of the Purchaser for the purpose of unloading goods, the Supplier will not accept responsibility for any damage whatsoever to that property.

8. SHORTAGES AND INSPECTION

The Purchaser hereby agrees to inspect all goods received against delivery documents immediately upon unloading at destination. No claim for shortages or improper or defective or damaged goods will be recognised by the Supplier unless notified in writing within forty-eight (48) hours of delivery.

9. EXCLUSIONS

The Supplier will not be liable for any claim resulting from the use by the Purchaser of any improper, defective or damaged goods and no claim will be allowed on account of any purchases or returned goods unless authorised by the Supplier. The presence of rust or mill scale will not constitute grounds for rejection of reinforcing goods. Save as a result of condition and warranties necessarily implied by the Trade Practices Act or any other Act, the Supplier shall not be liable for any direct, indirect, special, consequential or contingent damages which may be claimed to have resulted from the use of goods or from any fault or weakness in or of the goods or from the Suppliers failure to perform any obligation under the contract. The Purchaser expressly acknowledges and agrees that any advice furnished by the Supplier in relation to the use of installation of goods is given on the basis that the Supplier assumes no obligation or liability for such advice and all such advice is accepted by the Purchaser at the Purchaser's risk.

10. TERMINATION OF SUPPLY

The Supplier may, in its discretion, suspend or terminate the supply of any goods if the Purchaser fails to make any payment when and as due or otherwise defaults in any of its obligations under the contract or any other agreement with the Supplier or becomes insolvent, has a receiver appointed to its business or is compulsory or voluntarily wound

up or the Supplier bona fide believes that any of these events may occur, and in case of termination shall be entitled to forfeit any deposit paid.

11. MISUSE OF MATERIALS

The Supplier accepts no responsibility for any claim resulting from the improper use by the Purchaser of the goods supplied, incorrect positioning of goods or the performance of goods supplied, to a quality less than that required by Australian Standards AS 3600:2018 (as subsequently amended), especially as regards bending dimensions, bending pin sizes or weld location. The costs involved in rectification of any damage to work either in progress or completed by any other trades will be charged to the Purchaser's account.

12. MASS AND DIMENSIONS

a) Rolling margin has been included in the mass for reinforcing bar for the purpose of this contract. Reinforcing bar will be invoiced out at net theoretical mass plus allowable rolling margin.
b) All goods shall comply with those Australian Standards relevant to materials and manufacture and without limiting the above shall accord with the following where applicable:
   - AS/NZS 4671:2001 Steel Reinforcing Materials
   - AS/NZS 4680:2006 Hot Dip Galvanized (Zinc) Coatings on Ferrous Articles
   - AS3600-2018 Concrete structures
   - A certificate given by authorised officer of the Supplier is prima facie evidence that goods conform with appropriate Australian Standards.

13. AGENTS

The Purchaser hereby expressly acknowledges and agrees that the Supplier may at any time appoint or engage an agent to perform any obligation of the Supplier arising out of or pursuant to any contract including but not limited to the delivery of goods.

14. ERRORS AND OMISSIONS

The Supplier reserves the right to rectify errors or omissions at its own expense within a reasonable time after notification by the Purchaser.

15. RETURN OF MATERIALS

Any reinforcing goods that are cut and or bent on request from the Purchaser cannot be returned for credit. Any stock lengths or reinforcing goods which, by agreement with the Supplier, are returned for credit shall be subject to a return fee amounting to fifteen percent (15%) of invoiced value or a minimum fee of $10 whichever is the greater.

16. WARRANTIES

Except as required by the Trade Practices Act or any other Act all implied conditions and warranties are hereby excluded. Subject to those conditions and warranties necessarily implied under the Trade Practices Act or any other Act the Purchaser's sole and exclusive remedy for any damage whether direct, indirect, special, consequential or contingent shall be at the Supplier's option be limited to the following. In the case of goods:

a) the replacement of goods or supply of equivalent goods;

b) the repair of goods;
c) the payment of the cost of replacing or repairing the goods or acquiring equivalent goods In the case of services:
d) The supply of the services again;
e) Payment of the cost of having the services supplied again.

17. WELDING

Any welding of reinforcing steel supplied shall be performed by the Purchaser strictly in accordance with and conform to requirements as contained in Australian AS/NZS 1554.3:2014 Structural Steel Welding – Welding of Reinforcing Steel (as subsequently amended). No claims will be recognised should the Purchaser not adhere to these requirements and the Purchaser shall indemnify the Supplier against any claims, damages, expenses, or costs arising from the Purchasers failure to adhere to these requirements.

18. OWNERSHIP OF GOODS

a) Property in any goods delivered or to be delivered to the Purchaser shall not pass to the Purchaser who shall keep the goods as bailee for the Supplier until receipt in full by the Supplier of the purchase price and any other monies payable in respect of the goods the subject of this contract and all other goods delivered by the Supplier to the Purchaser under any other contract between the Supplier and the Purchaser;

b) The Purchaser shall store the goods so that they are separate and clearly distinguishable form goods of a similar nature in the Purchaser's possession who shall not obliterate, alter, deface, remove or obscure any identifying numbers, plates, marks or other matter affixed to such goods. The Purchaser shall keep separate records of all sales of the Purchaser's goods;

c) The Purchaser shall keep the goods free from and will indemnify the Supplier against any charge, lien or other encumbrance thereon. If the Purchaser fails to pay the Purchase price or any other monies payable to the Supplier when it is due, the Supplier may without notice and without prejudice to any of its other rights and remedies recover and or resell the goods or any of them and may enter upon the Purchaser's premises by its servants or agents for that purpose;

d) Until such time as the goods have been paid for in full the Purchaser is at liberty as agent and fiduciary for the Supplier to sell or dispose of the goods for full value in the ordinary course of business. The Purchaser shall keep the purchase price or any other money payable by the Purchaser or other third party in a separate account as bailee and agent for the Supplier and account to the Supplier for such proceeds.

19. JURISDICTION

The law of Queensland shall be the proper law of the contract and the parties accept and submit to the nonexclusive jurisdiction of the Courts of Queensland. Provided that the Supplier may take proceeding in the courts of any country, state or territory in which the Purchaser is located or the goods are sold delivered or situated and the Purchaser waives any claim that proceedings brought in a such court is brought in an inconvenient forum.

20. DISCLOSURE AND USE OF TECHNICAL INFORMATION

Any technical information disclosed by either the Purchaser or Supplier to the other during the term of this agreement is proprietary to each and may not be used by the other or disclosed by the other to any other entity without the written consent of the owner of such technical information. Any technical information owned or developed by the Supplier, including but not limited to, patents, trademarks, copyrights, know-how and proprietary information, and used for supply of goods under this contract shall remain the sole and exclusive property of the Supplier. Except as

authorized in writing by and on any terms acceptable to Purchaser, Supplier shall have no right to disclose any technical information to any third party or to have any third party make any goods that use the technical information owned by the Supplier.

ALL PRODUCT IS MANUFACTURED TO COMPLY WITH AS4671 Prices are prepared for customers in the South East Queensland and Northern New South Wales region only. Prices are subject to alteration without notice. The prices set out or referred to herein are recommended prices only and there is no obligation to comply with the recommendation. Availability is subject to the manufacturers program. **Not all items are available ex-stock at all Service Centres.**