

Terms and Conditions of Sale (Version 1.00) Effective from 1 June 2021 When these Terms are in force.
Advanced Readymix Pty Ltd ABN 95 682 121 194

1. These Terms apply whenever Goods or Services are quoted for, sold, supplied, or delivered by Advanced Readymix to a Customer.
2. Requesting or accepting a Quotation from, placing an Order with, or accepting a supply or Delivery of Goods or Services from Advanced Readymix by a Customer constitutes acceptance by the Customer of these Terms.
3. To the extent permitted by Law, it is a condition of the Quotation, sale, supply, and Delivery of Goods and Services by Advanced Readymix to a Customer that the Customer accept that these Terms apply as provided in Clause 1, regardless of the provisions of any other document or instruction of the Customer, including any purchase order terms subsequently given to Advanced Readymix by the Customer.
4. Where Advanced Readymix and a Customer enter into a supply agreement for Goods or Services, these Terms shall continue to apply to the extent they are not inconsistent with the terms of the supply agreement. Conditions of Quotation or ordering.
5. The Customer warrants that:
 - a. the Customer will provide all Relevant Information to Advanced Readymix when seeking a Quotation or placing an Order for Goods or Services from Advanced Readymix;
 - b. any Relevant Information supplied by the Customer to Advanced Readymix is accurate and complete.
 - c. in giving any Quotation, accepting any Order, or supplying or delivering any Goods or Services, Advanced Readymix will be entitled for all purposes to rely upon the accuracy and completeness of any Relevant Information provided by the Customer.
 - d. subject to any Law to the contrary, unless Advanced Readymix makes an express representation to the contrary in writing, the Customer will not allege or in any circumstances maintain: i. that Advanced Readymix had, or should be taken to have, approved of or represented any specification (whether supplied by the Customer, by Advanced Readymix or by a third party) as being suitable for any particular purpose; or ii. that Advanced Readymix is liable for any Loss to the extent that the Loss results from or is attributable to any defects in, or unsuitability of, the specification.
 - e. the Customer has formed its own opinion as to the correctness or otherwise of any information or advice provided by or any representation made by Advanced Readymix (including as to product design and application) in connection with any Goods or Services quoted for, Ordered from or supplied or Delivered by Advanced Readymix and does not rely on Advanced Readymix in respect of such information, advice or representation or maintain or allege that it has so relied; and f. unless the Customer notifies Advanced Readymix to the contrary prior to or when placing an Order for the Goods, the Customer is, and has held itself out to be, acquiring the Goods for either the purpose of re-supply (in an altered form or condition or to be incorporated into other goods) or for the purpose of using them up or transforming them in trade or commerce in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land.
6. Testing of concrete and/or Aggregates or other technical Services will not necessarily be carried out or provided, unless ordered by the Customer. Delivery of Goods
7. The Customer shall take full responsibility for assessing any requirements for traffic management associated with a Delivery to the Customer and for putting in place all traffic management measures which the Customer ought reasonably to know are required in all the circumstances of the Delivery.
8. Unless the Customer otherwise requires, Delivery will be made to the kerbside nearest the Delivery address. If the Customer requires the Delivery vehicle to leave a public road to gain access to the discharge or unloading location, the Customer shall:
 - a. Ensure that the vehicle has a safe, suitable, and unrestricted route between the kerbside nearest to the Delivery address and the discharge or unloading location; and
 - b. indemnify Advanced Readymix against any Loss arising from events occurring while gaining such access unless solely caused by Advanced Readymix negligent act or omission.

9. Advanced Readymix may refuse to deliver if it is of the opinion that the Customer has failed to perform its obligations under Clause 7 or 8(a) and will be indemnified by the Customer against any Loss arising from the refusal.

10. Subject to Clause 13, the Customer shall, before the Delivery of any Goods, check for any difference between the Goods as delivered, the description or quantity of the Goods appearing on the Delivery Docket and the Customer's Order placed with Advanced Readymix Pty Ltd ABN 95 682 121 194

11. Customer disagrees with any of the details on the Delivery Docket or if there is a difference between the Goods as delivered, the description or quantity of the Goods appearing on the Delivery Docket or the Goods Ordered, then the Customer must elect whether to accept or reject the Goods in whole or in part, and, thereafter: a. if the Customer accepts all or some of the Goods, the Customer will be taken to have Ordered what is delivered; and b. if the Customer rejects all or some of the Goods, the Customer shall record in writing on the Delivery Docket details sufficient to accurately identify the nature of such disagreement or difference before the Delivery vehicle departs from the Delivery address.

12. If the Customer accepts the Goods, then: a. before delivering the Goods, Advanced Readymix shall complete the then relevant Delivery Details on the Delivery Docket and the Customer shall sign the Delivery Docket; and b. after Delivery, Advanced Readymix shall complete the Delivery Details and enter the quantity of any returned Goods on the Delivery Docket and give a copy of the completed signed Delivery Docket to the Customer.

13. If the Customer is not present at the Delivery location at the time of Delivery, or being so present, fails or refuses to sign as required by Clause 12, Advanced Readymix may, in its absolute discretion, elect to refuse to deliver the Goods but, in those circumstances, the Customer will none the less be liable to pay for those Goods as if they had been delivered.

14. Notwithstanding any other provisions of these Terms, if the Customer is not present at the Delivery location at the time of Delivery, or the Customer is present but does not sign the Delivery Docket in accordance with Clause 12(a) or, having so signed, recorded details of any disagreement or difference on the Delivery Docket in accordance with Clause 11 and the Goods are discharged then, to the extent permitted by Law: a. the Customer shall be deemed to have unreservedly accepted both the Delivery and the accuracy of the Delivery Details; b. Advanced Readymix shall have no Liability to the Customer for Loss in respect of any difference between the description and quantity of the Goods appearing on the Delivery Docket and the Customer's Order; c. the Customer irrevocably waives all of its rights to reject the Goods referred to in the Delivery Docket; and d. the Delivery Docket shall be prima facie evidence of all matters recorded thereon including the Delivery Details and the application of Delivery related surcharges. Sub-clause (c) shall not apply in relation to any defect, non-conformity or failure which would not have been apparent upon reasonably diligent inspection at the time of Delivery. Payment.
Delivery and Surcharges

15 All prices are for supply, delivery and/or installation, as applicable, during the Company's business hours, Monday to Friday, unless otherwise quoted in writing. Work by the Company outside of these hours may incur a surcharge. The Customer should contact their local Company sales office for surcharge schedules.

16. Unless the quoted price is inclusive of delivery to a nominated delivery site, the Customer will be charged for delivery.

17. A waiting time or hourly hire surcharge may apply when a delivery vehicle is unable to unload promptly and without delay upon arrival at the delivery site.

18. A minimum load surcharge may apply for delivery of loads smaller than the minimum load size for delivery of each particular type of goods. The Customer should contact its local Company sales office for details and rates of all surcharges.

19. Goods will be delivered to the roadside adjacent to the delivery site. If at the Customer's request, the delivery vehicle leaves the road and enters the delivery site to unload, the Customer is responsible for providing suitable and safe access for the Company delivery vehicle and Company agents and contractors. In addition, the Customer agrees to indemnify the Company and its agents and contractors for all damage and injury to any person and to any public or private property which may result including any costs associated with enabling the delivery vehicle to leave the site, and the cost of any returned product as a result of the Customer failing to provide suitable and safe access to the delivery site.

20. Where the Customer does not sign or is not available to sign the delivery docket, the signature of the driver on the delivery docket shall be prima facie evidence of delivery to the Customer of the products and quantities described on the delivery docket including any applicable surcharges.
21. If the Customer is not present at the delivery site, the goods may be unloaded at that location, in which case the Company will no longer be responsible for loss or damage to the goods.
22. The amount payable by the Customer to Advanced Readymix shall be calculated by reference to the quantities of Goods and Services shown on the relevant Delivery Docket, at the Applicable Rate.
23. Advanced Readymix is entitled to charge the Customer interest on amounts not paid at the time they are payable under Clause 17 at the interest rate payable from time to time on unsatisfied judgement debts under the Governing Law from invoice date until payment and the Customer shall be liable to Advanced Readymix for all Costs.
24. The Customer hereby irrevocably agrees that it is not entitled to withhold payment of the whole or any part of an amount payable to Hanson under these Terms by the way of retention or set-off for any reason whatsoever.
25. In the event of any dispute arising between Advanced Readymix and the Customer as to whether an amount is payable, the Customer shall, within the relevant period under Clause 17, pay to Advanced Readymix the amount claimed by Advanced Readymix to be payable (including any amount charged by Advanced Readymix under Clause 18), to be held by Advanced Readymix until settlement of the dispute. 21. A statement signed by Advanced Readymix certifying any amount payable by the Customer to Advanced Readymix, including any Costs, interests, or other claims whether under these Terms or otherwise, shall, in the absence of manifest error, be prima facie evidence of the amount payable.
26. Each amount payable by the Customer under these Terms in respect of a Taxable Supply is exclusive of GST and the Customer must, in addition to that amount and at the same time and manner, pay the GST payable in respect of that supply upon receipt of a tax invoice. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999.
27. Unless otherwise agreed in writing by Advanced Readymix and the Customer, pre-mixed concrete will comply generally with AS1379.
28. Unless otherwise stated in the Quotation, concrete is supplied as, and prices are based on, "Normal Class Concrete" as specified in AS1379, having a nominal slump not exceeding 80mm and using a nominal 20mm maximum size aggregate. If the Customer requires a slump other than 80mm or aggregate with a maximum size other than 20mm, a surcharge at the Applicable Rate will apply. If compliance with AS1379 requires the addition of a cooling agent, a surcharge to the quoted price at the Applicable Rate will apply.
29. Advanced Readymix may charge for any concrete and for the return cartage, handling and disposal costs relating to any concrete Ordered by the Customer and batched by Advanced Readymix which is returned or rejected by the Customer because: a. the Customer cancels or does not accept Delivery even though the concrete was batched in accordance with the Customer's Order; b. the Customer was unable to use the full quantity Ordered between batching and discharge exceeds the time permitted by AS1379 or the specification that covers the project being supplied, provided that the excess time was not due to Advanced Readymix acts or omissions.
30. Advanced Readymix shall not be liable in any circumstances for any Loss arising from any alleged defect, non-conformity or failure in any concrete delivered, caused by, contributed to, or arising from: a. preparing, handling, placing, working, curing, pumping, compacting, surface finishing, rolling, or levelling of the concrete not being in accordance with any applicable Australian Standard, specification or guidelines applying to the work.
b. the addition, without the written instructions of a representative of Advanced Readymix other than the driver, of any water, admixtures, additives, or other material to the concrete prior to Delivery commencing:
A. by the Customer or a third party; or B. by Advanced Readymix at the request or specification of the Customer or a third party; or ii. after Delivery has commenced (either before or after discharge from the Delivery vehicle): A. by the Customer or a third party; or B. by the Delivery vehicle driver on the instruction of the Customer or a third party; c. the effect of any weather conditions or temperature including heat, cold, rain, wind, or hail; or d. any act or omission (including construction or site practices) of the Customer or a third party.

31. Advanced Readymix takes no, and Disclaims all, responsibility for: a. any information provided by the Customer; b. any decision or recommendation by Advanced Readymix based on any information provided by the Customer including whether a particular product is suitable for a Customer's requirements or whether the quantity of products is suitable for a Customer's requirements; c. the adequacy, accuracy, completeness or veracity of any information or advice, whether technical in nature or not, provided by Advanced Readymix.

32. The Customer acknowledges and agrees that it understands and accepts that: a. Advanced Readymix supplies decorative concrete in a plastic form comprised of assorted materials including cement, Aggregates, colour pigments, additives and admixtures mixed in accordance with the Customer's selections or directions and the relevant Australian Standards. B Advanced Readymix can only supply a mix capable of being laid and finished in a way that achieves a finish depicted in any brochures or other materials published by Advanced Readymix if the Customer accurately specifies the selected finish. Achieving the selected finish is the responsibility of the Customer or the Customer's selected contractor. c. Aggregates vary in their reaction to exposure to the elements and that because of this Advanced Readymix has no Liability for any future colour changes or oxidation of Aggregates that have been so exposed unless the Customer or the Customer's selected contractor has, before placing an Order for decorative concrete, informed Advanced Readymix that the Customer or the Customer's selected contractor, proposes to achieve a finish that involves exposure of the Aggregates to the elements. d. A honed or polished finish can only be achieved using mixes that have been formulated so as to make the achievement of these finishes possible, and that because of this Advanced Readymix has no Liability flowing from a failure to achieve a honed or polished finish unless the Customer or the Customer's selected contractor has, before placing an Order for decorative concrete, informed Advanced Readymix that the Customer or the Customer's selected contractor proposes to achieve such a finish. e. The Aggregates and other materials used in decorative concrete are subject to natural variations which could cause colour variation to the finished product and that because of this the colours depicted in any brochures or other materials published by Advanced Readymix can be indicative only of the finished colours that can be achieved by the Customer or the Customer's selected contractor. f. This Clause does not affect or limit the operations of Clause 26. 29. To the extent permitted by Law, Advanced Readymix accepts no responsibility for poor placement or finishing practices or for the final appearance, texture, or colour of any finished decorative concrete product. Advanced Readymix Pty Ltd ABN 95 682 121 194 (Version 1.00) Effective from 1 June 2021 Review date: May 2021 Claims

33. To the extent permitted by Law, Advanced Readymix shall not be liable for any claim by the Customer alleging a Loss arising out of the Quotation, sale, supply or Delivery of Goods or Services under these Terms unless: a. Advanced Readymix is notified by the Customer in writing of any alleged defect, non-conformity or failure giving rise to the claim within 14 days of the Delivery or such later date as the Customer became, or ought reasonably to have become, aware of the events or circumstances on which the claim is based; b. the Customer allows Advanced Readymix reasonable facilities to investigate any such defect, non-conformity or failure promptly, to advise the Customer of any appropriate remedial action and follows any such reasonable advice; c. a fully particularised claim is lodged in writing with Hanson not later than 2 months after the Customer became or ought reasonably to have become aware of the events or circumstances on which the claim is based.

34. In pursuing a claim against Advanced Readymix a Customer may only rely upon test results if they have been arrived at by a NATA certified laboratory using tests carried out in accordance with all applicable Australian Standards. General

35. If the Customer fails whatsoever or howsoever to comply with any of these Terms, Advanced Readymix shall have the right at its option to suspend further performance of its obligations to the Customer and/or to terminate any contract with the Customer without affecting any other right or remedy Advanced Readymix Pty Ltd ABN 95 682 121 194 (Version 1.00) Effective from 1 June 2021 Review date: May 2021.

36. To the maximum extent permitted by Law, the Customer indemnifies Advanced Readymix. Claims against any Loss to the extent the same was caused or contributed to by any negligent or wilful act or omission of, or any breach of or failure to comply with these Terms by, the Customer.

37. Property in the Goods shall not pass until the Customer has paid all moneys payable to Advanced Readymix under these Terms in full. Risk in the Goods passes to the Customer at the time of Delivery. Until payment of all moneys payable by the Customer to Advanced Readymix, the Goods are subject to the following terms: a. The Customer holds the Goods as fiduciary, bailee and agent for Advanced Readymix and must keep the Goods physically separate from all other goods of the Customer, and clearly identified as owned by Advanced Readymix. b. If an Event of Default occurs, then without prejudice to Advanced Readymix other rights, Advanced Readymix may without notice to the Customer enter any premises occupied by the Customer or any other place where the Goods may be and recover possession of them. If the Customer sells any of the Goods while money is owed to Advanced Readymix, the Customer must keep the

proceeds of the sale in a separate account and not mix them with any other funds. c. If the Customer uses the Goods in some manufacturing or construction process of its own or of some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as relates to such Goods in trust for Advanced Readymix. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to Advanced Readymix and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such Goods will be discharged. d. If the Goods are resold, or products using the Goods are manufactured and resold by the Customer, the Customer holds the entire book debts owed in respect of such sales and proceeds of such sales in trust for Advanced Readymix. Such part of the book debts and proceeds shall be deemed to equal in dollar terms the amount owed by the Customer to Advanced Readymix at the time of the receipt of such book debts.

38. If the whole or any part of a provision of these Terms is unenforceable, the provision (or part thereof, as the case may be) is to be read down to be enforceable, and if it cannot be so read down, severed to the extent necessary to make these Terms enforceable.

39. A party may exercise a right, power, or remedy at its discretion, and separately or concurrently with another right, power, or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise or that of any other right, power, or remedy. A party is not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising the right, power, or remedy.

40. A right may only be waived in writing, signed by the party giving the waiver, and no other conduct of a party operates as a waiver of the right or otherwise prevents the exercise of the right.

41. A single or partial exercise or waiver of a right or a delay in the exercise of a right conferred on a party by these Terms or by Law does not prevent any other exercise of that or any other right.

42. These Terms are governed by and are to be construed in accordance with the Laws of: a. the State or Territory of Australia in which the Goods are delivered, or the Services supplied; or b. If they are delivered or supplied to a place outside of Australia, the State or Territory of Australia from which the Goods or Services were supplied - and the Customer irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that State or Territory and any courts that may hear appeals from those courts and waives any right to object to proceedings being brought in those courts in respect of any proceedings arising from or connected with a Delivery.

43. These Terms are not to be interpreted against the interests of a party because that party proposed these Terms or some provision of it or because that party relies on a provision of these Terms to protect itself.

44. The Customer consents to Advanced Readymix recording and disclosing telephone conversations between the Customer and Advanced Readymix.

45. Advanced Readymix Applicable Rates, Surcharge Schedules, Technical Services Charges and Privacy Policy are available on request or at www.advancedreadymix.net.au. Interpretation

46. In these Terms unless the contrary intention appears: where no Quotation has been given, or if given accepted, either: i. the relevant rate, charges and surcharges shown in a Rate Schedule; or ii. if no such rate is shown, a rate determined by Advanced Readymix or as otherwise advised by Advanced Readymix.

"AS1379" means the Australian Standard "AS1379 - Specification and supply of concrete" as in force at the date of Delivery.

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ADVANCED READYMIX

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