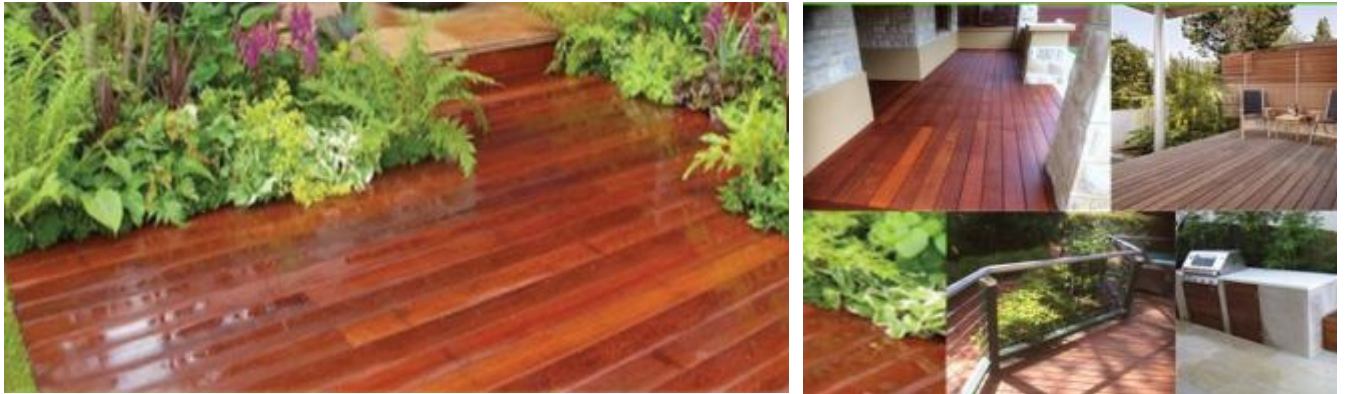


**CORNERSTONE RENOVATIONS AND PROJECTS PTY LTD (ABN 39 695 278 070)**

**STANDARD TERMS AND CONDITIONS OF QUOTATION OR TENDER FOR DECKING STRUCTURES AND TIMBER SALE AND INSTALLATION CONTRACT (Residential and Commercial Quotation and Tender Terms and Conditions).**



In this document/quotation **Cornerstone Renovations and Projects (Cornerstone)** may also be referred to as “The Company” and the person or legal entity to whom this quotation is addressed will be referred to as “The Client or The Client”.

In this quotation “Quotation” will have the same meaning, and be inter changeable with, the word “Tender”.

The Parties now covenant and agree:

**1 Interpretation and Definitions**

1.1 In this document, unless the context requires otherwise:

- (a) the singular includes the plural; the plural includes the singular and any gender includes each other gender;
- (b) the word “person” includes a firm, a body corporate, an unincorporated association or an authority;
- (c) the word “Goods” refers to the carpentry products, associated components and services stated on any quotes or other paperwork that CORNERSTONE provides to the Client;
- (d) the word “Site” refers to the place where CORNERSTONE’s work is carried out;
- (e) a reference to a person or a Party includes that person’s or Party’s executors, administrators, successors in title and assigns;
- (f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (h) a reference to a thing includes a reference to the whole or any part of that thing;
- (i) if a word or phrase is defined, cognate words and phrases have a corresponding meaning; and
- (j) headings are for convenience only and do not affect the interpretation of this document.

**2 Basis of these Terms and Conditions**

- 2.1 The basis of these Terms and Conditions is for CORNERSTONE to provide the Client with carpentry and/or Deck(ing) construction services and for the Client to pay CORNERSTONE for providing the same.
- 2.2 CORNERSTONE agrees that it will provide carpentry and/or deck(ing) construction services to the Client with due care and skill.
- 2.3 The Client agrees that prior to placing an order with CORNERSTONE, it has read and agrees to the Terms and Conditions in this document.
- 2.4 These Terms and Conditions may only be amended with CORNERSTONE’s consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Parties.

**3 Changes to these Terms**

- 3.1 From time to time, CORNERSTONE may need to change these Terms and Conditions to reflect its changing business. It may also need to change these Terms and Conditions if it is required to by law.
- 3.2 CORNERSTONE may change the Terms and Conditions at any time.

#### **4 CORNERSTONE's Fees**

- 4.1 Project work: if the Client requests that CORNERSTONE work on a specific project, TIME SAVER SERVICES will provide the Client with an initial quote ("Quote") prior to commencing any work for the Client. The Client will pay CORNERSTONE a deposit of 50 percent of any Quote prior to CORNERSTONE commencing any work ("Standard Deposit"). The Standard Deposit is non-refundable.
- 4.2 Service work: if the Client requests that CORNERSTONE complete work and CORNERSTONE does not request a deposit, the Client then agrees to pay a standard fee of \$150 to CORNERSTONE for CORNERSTONE's initial visit to the Site, irrespective of whether or not CORNERSTONE completes any work at the Site ("Visiting Fee"). CORNERSTONE can then charge \$35 for each 15 minutes that it stays at the site.

#### **5 Payment of Invoices**

- 5.1 The Client must pay the entirety of CORNERSTONE's invoice within 5 days of the day of issue.
- 5.2 CORNERSTONE accept payment by cash or electronic bank transfer.
- 5.3 If any invoice is not paid in full within 5 days of day of issue, then CORNERSTONE:
- may cease providing its services immediately;
  - will charge interest on the outstanding amount calculated from the due date of payment until payment is made in full. Interest will be charged at the rate of 10% per annum on the principal; and
  - if the Client does not pay the entire amount due on the invoice within 30 days, then CORNERSTONE may,
  - at its discretion, engage a 3rd party to assist with collecting the outstanding account. The Client will be responsible to pay for all costs that CORNERSTONE incurs regarding collection of the outstanding monies.

#### **6 Change of Details**

- 6.1 The Client shall give CORNERSTONE not less than fourteen (14) days prior written notice of any proposed change in ownership of the Client and/or any other change in the Client's details (including, but not limited to, changes to the Client's name, address, telephone number, fax number, or email address). The Client shall be liable for any loss incurred by CORNERSTONE as a result of the Client's failure to comply with this Clause.

#### **7 Cancellation**

- 7.1 CORNERSTONE may cancel its obligation to complete work to which these Terms and Conditions apply before it commences the works by giving either verbal or written notice to the Client. CORNERSTONE shall not be liable for any loss or damage whatsoever arising from the cancellation; however, CORNERSTONE will refund its Standard Deposit to the Client.

#### **8 GST**

- 8.1 Unless otherwise stated, the price for the services is GST exclusive.

#### **9 Prolongation**

- 9.1 Should CORNERSTONE's work be delayed for reasons beyond CORNERSTONE's control, then the Client shall indemnify CORNERSTONE from any increased costs, losses or expenses due to the prolongation.

#### **10 Site Access and Information**

- 10.1 The Client will ensure that CORNERSTONE has clear and uninterrupted access to the Site until TIME SAVER SERVICES has completed its work. The Client shall indemnify CORNERSTONE from additional costs or penalties if CORNERSTONE cannot complete its work due to interrupted Site access.
- 10.2 Prior to CORNERSTONE commencing work for the Client that will include excavation for footings or deck clearances, the Client must advise CORNERSTONE of the precise location of all underground mains and services on the Site and clearly mark the same. The underground mains and services that the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes and telephone cables.

#### **11 Copyright**

- 11.1 CORNERSTONE has copyright in The Design. The Design means, design concepts, drawings and documents made pursuant to these Terms and Conditions.
- 11.2 CORNERSTONE grants the Client an express but revocable license to use The Design for the project on the Site for which it was intended, subject to CORNERSTONE being able to revoke the license in writing at its discretion. CORNERSTONE will exercise its discretion reasonably.

#### **12 Personal Property Securities Act 2009 (Cth)**

- 12.1 The Client acknowledges until the Client pays in full for Goods supplied by CORNERSTONE, TIME SAVER

SERVICES has title to the Goods. When CORNERSTONE supplies the Goods to the Client, this gives rise to a Security Interest in the Goods in favour of CORNERSTONE, being a Purchase Money Security Interest.

CORNERSTONE may register any Security Interest derived from the Goods on the Personal Property Security Register ("PPSR") in any manner that it chooses. The Client must provide CORNERSTONE with any information that it requires in order to effect registration with the PPSR. Regarding section 157(3) of the Personal Property Security Act 2009 (Cth), the Client unconditionally waives its right to receive any notice from TIME SAVER SERVICES in connection with the registration of a Security Interest by CORNERSTONE. The Client agrees that until title to the Goods passes to it that the Goods are not a fixture to land.

### **13A EXCLUSION/LIMITATION OF LIABILITY**

Cornerstone, its staff and subcontractors shall not under any circumstances be liable for any damages of any kind arising out of, in connection with or relating to the services or works offered, being completed or completed at the Clients premises, including without limitation any liability: -

- as a seller or reseller of any products or services,
- for any defective products,
- for any incorrect or inaccurate information,
- for statements or conduct of any third party on the client's premises,
- or for any other matter relating to the Clients premises.

This is a comprehensive limitation of liability that applies to all damages of any kind, including without limitation any direct, indirect, special, incidental or consequential damages (including without limitation damages for loss of business, loss of profits, loss of good will, loss of use, loss of data, cost of procuring substitute goods, services or information, litigation or the like), whether based on breach of contract, breach of warranty, tort (including without limitation negligence), product liability or otherwise, even if the client advises of the possibility of such damages. Notwithstanding the foregoing, the sole and entire maximum liability of Cornerstone, its staff and subcontractors for any reason, and the client sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the amount paid by you for any product or service purchased by you from Cornerstone, its staff and subcontractors.

### **13B INDEMNITY**

You agree to indemnify, defend and hold harmless Cornerstone, its staff and subcontractors against all claims, demands, causes of action, losses, expenses, damages and costs, including without limitation any reasonable solicitor's fees, resulting or arising from or relating to any services or works conducted by Cornerstone, its staff and subcontractors.

13B1 The Client shall:

- (i) Ensure the Client or its representative remains on the Site during the performance of CORNERSTONE's work;
- (ii) Sign off that the work was completed by CORNERSTONE according to a quote or work authorisation form; and
- (iii) Indemnify CORNERSTONE from any claims or charges relating to damage and/or loss of property at the Site, this includes if there is damage and/or loss of property at the Site as a result of the Client not informing TIME SAVER SERVICES about a pipe or cable.

### **14 Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**

14.1 The Customer must inspect all materials on delivery (or the works on completion) and must within two (2) days of delivery notify CORNERSTONE in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must provide CORNERSTONE with a reasonable opportunity to modify any defect/damage.

### **15 Termination**

15.1 CORNERSTONE may terminate this Agreement immediately after giving the Client notice in writing. Upon terminating the Agreement, the Client must pay all of the outstanding balances of all invoices provided to the Client before the notice; and

15.2 If the Client does not pay CORNERSTONE the outstanding balance, then CORNERSTONE has the right to make a claim against the Client for breach of contract or in equity or both. Clause 5 of these Terms and Conditions would apply.

### **16 Promotional Material and Privacy**

16.1 CORNERSTONE may send you its newsletter and promotional material. If you do not want to receive its newsletter and/or its promotional material, email [timesaver.office@gmail.com](mailto:timesaver.office@gmail.com) to request that CORNERSTONE ceases to send you this information.

### **17 Severability**

17.1 Any provision of these terms which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make these terms enforceable, unless this would materially change the intended effect of these terms.

## **18 Governing Law**

18.1 This Agreement shall be governed by the law of the State of South Australia and CORNERSTONE and the Client consent to the non-exclusive jurisdiction of the Courts of the State of South Australia.

## **19 Variation**

19.1 No variation of or any waiver of any of these Terms and Conditions will be of any force or effect unless they are in writing and signed by CORNERSTONE.

### **Furthermore: -**

1. Every quotation is an estimate and is subject to withdrawal, correction or alteration at any time prior to CORNERSTONE acceptance of the Client's order.
2. Orders are accepted on the basis that CORNERSTONE reserves the right to vary the prices payable by the Client to accord with those ruling at the date of dispatch, except where prior negotiation allows an order on an alternative basis. In the event that any order or other document forwarded by the Client to CORNERSTONE contains anything inconsistent with these conditions such order or other document, if accepted, is accepted only on the express understanding that these conditions are to prevail in all cases.
3. Unless stated, the Price is based on the Client providing a cleared site.
4. Unless stated in quotation no allowance has been made for any obstructions such as rock, concrete, tree roots, broken posts or any other matter which may be encountered during the performance of the Contract. An additional charge based on ruling for labour plus the costs of hire of any necessary equipment will be made to cover the costs of drilling or removing such obstructions. An additional charge calculated on the basis set out in this clause will also be payable:
  - (a) for any excavation extra to those quoted which are required by the Local Council or other authority or required because of site or soil conditions;and
  - (b) for any delays caused by the Client's error or delay in providing details and/or instructions or caused by any change in the proposal quoted for or caused by the Client's unavailability or lack of access to the site to enable works to proceed.
5. All quotations are based on erection and manufacture of Time Saver Service's products during ordinary working hours. If Cornerstone incurs additional costs by reason of overtime work at the request of the Client or by reason of the Client's failure to supply necessary or to make the site available for execution of the Contract such overtime charge shall be to the Client's account.
6. Where the Client is a Contractor to a head Contractor and this quotation constitutes a sub-contract agreement between Cornerstone and the Client, Cornerstone shall be entitled to receive a copy of the Head Contract or that part of the Head Contract relating to the supply and erection of decking and timber works. All drawings and specifications forming any part of the Head Contract relating to the supply and erection of decking and timber works are to be supplied to Cornerstone.
7. Where the quotation specifically excludes the cost of erection or where the Client accepts a quotation for the supply of materials only it will be the responsibility of the Client to check all materials received against Consignment Notes immediately upon unloading at destination. No claim for shortages or for improper or defective or damaged materials will be recognized by Cornerstone unless notified in writing within forty-eight hours of delivery. In any event if additional material or insufficient material is for any reason whatsoever ordered then Cornerstone shall not be obliged to give a credit and the Client cannot make any claim whatsoever against Cornerstone.
8. Commencement of work by Cornerstone at the Client's request shall constitute acceptance of a contract incorporating the terms and conditions of this quotation unless otherwise agreed to in writing by Cornerstone.
9. Unless otherwise agreed by Cornerstone, this quotation is for delivery by truck/trailer in a properly constructed street alongside site or as close to the site as conditions allow. In the event that the Client or his agent are not in attendance at site when the material is delivered Cornerstone reserves the right to unload the material and will not be responsible for any subsequent claim of any nature. Where a delivery cannot be effected a delivery, and return fee based on Master Carrier Rates will be charged to the Client.
10. In the event of Cornerstone or its agent's vehicle entering upon any property in furtherance of the Contract Cornerstone will not be responsible for any damage to the Client's property or that of another party and the Client shall indemnify Cornerstone and hold Cornerstone harmless against any charge or costs of whatsoever nature and kind incurred as a result of or arising out of Cornerstone or its agent's vehicle entering the property.
11. Where erection is involved, the Client shall supervise the location of the deck or timber works and shall advise the erector of the location of all electrical cables, gas or water mains, sewerage, telephone lines, pool accessory functions or services and any other service facility or utility is or may be affected by the erection of the proposed decking structure or timber works. Cornerstone shall not be liable for the incorrect location of the decking structure or timber works or damage to any of the

above functions, services or utilities and the Client will indemnify Cornerstone against any claims of demand made by any person or authority in respect of such incorrect location or damage.

12. This quote is dependent on the area for the demolition of old, and/or installation of new decking structure or timber works, being cleared of all branches, trees, bushes, structures (both natural and unnatural) to at least 1.4m from the perimeter of the existing decking structure or timber works (if being replaced) or at least 1.4m from the perimeter of the location of the new decking structure or timber works. Clearance is essential. It shall be the Client's responsibility to protect all trees, shrubs and structures and Cornerstone accepts no responsibility for damage to same. Additional charges will be incurred if such clearance is not provided and Cornerstone is required to remove and/or dispose of such existing structures (both natural and unnatural) and the dumping thereof.

13. Illustrations, drawings, categories, advertisements, pamphlets and the like accompanying the quotations or in the Client's hand before or after the Client places an order are supplied in good faith for general information only and shall not be used in connection with or in support of or as the basis of any claim against Cornerstone nor to justify rejection of the goods. Any inaccuracies or incorrect information contained in such documents shall not void or vitiate the contract nor shall they entitle the Client to compensation or other allowances. All drawings are and shall remain the exclusive property of Cornerstone and may be recalled by it and must be considered and treated as confidential, not to be loaned, copied, or otherwise used without Time Saver Service's written consent, any clerical or technical error or error of any nature is subject to correction by Cornerstone at any time by written notice to the Client.

14. The Client, in placing the order, acknowledges that it has determined for itself the fitness of the ordered decking structure or timber works for the required purpose and further that it has relied upon its own inspections and investigations, making such determination. Delivery and/or performance of the contract is subject to the ability of Cornerstone to obtain raw materials from its normal source. Cornerstone reserves the right to cancel or postpone delivery due to war, civil commotion, strikes, lockouts, non-availability of transport or any other cause of whatsoever nature beyond the control of the Cornerstone. No responsibility is accepted by Cornerstone for loss, damage or delay from any of the above causes.

15. Any variation, alteration, addition or modification of the work to be done or of the materials to be supplied must be made in writing by the Client and will only be effective to vary this Contract when accepted in writing by Cornerstone.

16. Cornerstone shall be entitled to render the Client progress claims based on a pro rata value of work completed, such claims to be paid for the Client within five (5) days from Time Saver Service's invoice.

17. Cornerstone reserves the right to stop supply of material and cease work on the contract until any outstanding until any outstanding progress claims are paid in full.

18. Upon accepting the Client's order, Cornerstone is authorized to proceed with all work including, if applicable, demolition of existing decking structure or timber works, fences and any other obstructions. The Client undertakes that prior to the placing of the order it has obtained the approval and consent of all relevant government authorities and all property owners and occupants affected in any way by the contract and hereby indemnifies Cornerstone against all claims costs and expenses which it may incur as a result of the Client's failure to obtain such approval or consent. Cornerstone reserves the right to re-quote the job to completion if such a delay occurs.

19. Terms of payment are 50% deposit with order, the balance of material value being payable on or prior to delivery, together with any delivery charges payable to Cornerstone. Installation value is payable on progress claims (see clause 16) and on completion of job except where Condition 18 takes effect or unless otherwise agreed.

20. Full and final payment is required within 5 days from the date of the tax invoice. Transfer of ownership of goods will not occur until the invoice is paid in full. Interest on overdue invoices will be charged at "Bankers Retail Index Rates currently at 10% p.a."

20.1 The risk of payment by cheque through the post or by electronic funds transfer rests with the CLIENT.

21. Should debt collector costs be incurred these will be the responsibility of the Client.

22. Except as required by the Trades Practices Act all implied conditions and warranties are hereby excluded, subject to the extent that the conditions and warranties cannot be excluded under the Trades Practices Act, the Client's sole and exclusive remedy for any damages whether direct, indirect, special or consequential shall be limited to any one of the following:

- (i) In the case of goods:
  - (a) the replacement of goods or supply of equivalent goods;
  - (b) the repair of goods;
  - (c) after agreement with Cornerstone the payment of the cost of replacing or repairing the fencing or having it replaced or repaired.
- (ii) In the case of service:
  - (a) the supply of the services again; or
  - (b) after agreement with Cornerstone payment of the cost of having the service supplied again.

23. Any taxes or government charges (including but not limited to sales tax) imposed upon Cornerstone relating to the supply of goods or services pursuant to an accepted order shall be an additional charge to the Client.

24. Any unfixed or unused goods or materials which may be remaining when the job is completed will remain the property of Cornerstone and shall be removed from the site by Cornerstone and there will be no credit given for any such unfixed or unused goods.

25. The Client acknowledges that monies may be payable to the Local Council and/or the Building Services Corporation in respect of the work and undertakes to pay any such monies, failing which Cornerstone may pay such monies and recover same on demand from the Client.

26. These terms and conditions must be read in conjunction with Cornerstone STANDARD TERMS AND CONDITIONS OF QUOTATION AND TENDER FOR LANDSCAPING MATERIAL, SERVICES AND INSTALLATION CONTRACT (Residential and Commercial Quotation and Tender Terms and Conditions); a copy of which is to be requested from Cornerstone.

27. Should any term(s) or condition(s) in any way be contradictory to any other term(s) or condition(s) in these Terms and Conditions; then the term(s) and condition(s) that favour(s) CORNERSTONE will be agreed to by the Client and enforceable by Cornerstone.

Thank you very much for your business.