

SGD Civil

Phone: 0488069644

Email: scott@sgdcivil.com.au

TO: 9 Avon Place, Windsor Downs**QUOTATION**

QUOTATION: JN1658

ISSUE DATE: 8/05/2025

EXPIRY: 7 Days

WORKS ARE TO BE CARRIED OUT AT: 9 Avon Place, Windsor Downs

Dear Sir,

Thank you for giving SGD Civil the opportunity to quote on your project.

We submit the following quote,

This quotation is based on the following documentation and information provided:

		Job No.	Drawing/Report No.	Revision, Date
Geotechnical Report:	Coleman Adam Environmental			
Structural:				
Comments:				

SCOPE OF WORKS;***Soil Removal:***

- Traffic control has not been allowed for.
- Allowance has been made to excavate and remove offsite of 4500Ton of GSW and 5 ton of asbestos soil.
- We have allowed to use a 30 ton machine.
- Truck and quads to be used to move material.
- Client to provide hygienist or any other safety measures that may be required.
- For any extra there will be a charge of \$115+GST per ton for GSW and Asbestos material is \$350+GST per ton.
- A clearance certificate will be supplied by SGD Civil.

Date:

Initials:

Page 1 of 6

Pricing

Description	Units	Total	
Excavation			
GSW	4500 Ton	\$495,000.00+GST	
Asbestos Soil	5 Tons	\$1,750.00+GST	
		Sub Total	\$496,750.00
		GST	\$49,675.00
		Total	\$546,425.00

Please Note:

- The client to supply water on site
- The client is responsible for any necessary council/police permits and traffic control required
- It is assumed that the work will be allowed between the hours of 7am to 5pm Monday to Friday and has been priced accordingly. Any alteration to these assumed working hours could affect our assumed production rate and our final price
- This price does not include any dust control or traffic control

Exclusions:

- It is the clients responsibly to provide all survey marks required.
- Damage to any public roads or guttering Installation of sediment controls.
- No allowance has been made for downtime due to delays out of our control on site.
- No allowance has been made for dewatering
- The client is responsible for all exact location and marking of buried services
- The client is to supply all craneage required on site.
- It is the client's responsibility to ensure all electrical, water, gas, sewerage, power line over heads and any other services are properly located and marked, if necessary, re-located and protected to avoid damage and injury to person and equipment's. SGD Civil shall bear no responsibility for any issue relating to services, including issues pertaining to damage and/or access.

The price above is based on all works to be completed in a continuous period and subject to our term of trade following

We look forward to the possibility of completing these works on your behalf.

Should you have any queries whatsoever please do not hesitate to contact Scott on 0488 069 644.

Kind regards,

Scott Davis

THANK YOU FOR THIS OPPORTUNITY FROM SGD CIVIL!

SGD CIVIL PTY LTD – Terms & Conditions of Trade

1. Definitions

- 1.1 **'Contract'** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.2 **'SGD CIVIL'** means SGD Civil Group Pty Ltd (ABN: 96 632 519 914) T/A SGD Civil Works, its successors and assigns or any person acting on behalf of and with the authority of SGD Civil Group Pty Ltd (ABN: 96 632 519 914) T/A SGD Civil Works.
- 1.3 **'Client'** means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting SGD CIVIL to provide the Works as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Client, is a reference to each Client jointly and severally; and
- (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
- (c) if the Client is a trustee, shall be bound in their capacity as a trustee; and
- (d) includes the Client's executors, administrators, successors and permitted assigns.
- 1.4 **'Works'** means all Works (including consultation, manufacturing and/or installation services) or Materials supplied by SGD CIVIL to the Client at the Client's request from time to time (where the context so permits the terms 'Works' or 'Materials' shall be interchangeable for the other).
- 1.5 **'Site'** means the address nominated by the Client to which the Materials are to be supplied by SGD CIVIL.
- 1.6 **'Intended Use'** means a product and the use thereof, for which the building product is intended to be, or is reasonably likely to be, associated with a building.
- 1.7 **'Non-Conforming Building Product'** means products that are regarded as Non-Conforming for an Intended Use if, when associated with a building:
- (a) the product is not, or will not be, safe; or
- (b) does not, or will not, comply with the relevant regulatory provisions; or
- (c) the product does not perform, or is not capable of performing, for the use to the standard it is represented to conform by or for a person in the chain of responsibility for the product.
- 1.8 **'Confidential Information'** means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, **'Personal Information'** such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.9 **'Cookies'** means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. **If the Client does not wish to allow Cookies to operate in the background when using SGD CIVIL's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.**
- 1.10 **'Price'** means the Price payable (plus any GST where applicable) for the Works as agreed between SGD CIVIL and the Client in accordance with clause 6 below.
- 1.11 **'GST'** means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of any Works.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 The Client acknowledges that the supply of Works on credit shall not take effect until the Client has completed a credit application with SGD CIVIL and it has been approved with a credit limit established for the account.
- 2.5 In the event that the supply of Works requested exceeds the Client's credit limit and/or the account exceeds the payment terms, SGD CIVIL reserves the right to refuse delivery.
- 2.6 Where SGD CIVIL gives any advice, recommendation, information, assistance or service provided by SGD CIVIL in relation to Materials or Works supplied is given in good faith to the Client, or the Client's agent and is based on SGD CIVIL's own knowledge and experience and shall be accepted without liability on the part of SGD CIVIL. Where such advice or recommendations are not acted upon then SGD CIVIL shall require the Client or their agent to authorise commencement of the Works in writing. SGD CIVIL shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Works.
- 2.7 In the event that SGD CIVIL is required to provide the Works outside its normal business hours of 7am to 5pm Monday to Friday (including but not limited to working through lunch breaks and on public holidays) then SGD CIVIL reserves the right to charge the Client an additional fee based on SGD CIVIL's standard hourly labour rate, plus travel, plus Materials, unless otherwise agreed with SGD CIVIL and the Client.
- 2.8 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Errors and Omissions

- 3.1 The Client acknowledges and accepts that SGD CIVIL shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
- (a) resulting from an inadvertent mistake made by SGD CIVIL in the formation and/or administration of this Contract; and/or
- (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by SGD CIVIL in respect of the Works.
- 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of SGD CIVIL, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

4. Authorised Representatives

- 4.1 The Client acknowledges that SGD CIVIL shall (for the duration of the Works) liaise directly with one (1) authorised representative, and that once introduced as such to SGD CIVIL, that person shall have the full authority of the Client to order any Works. Materials and/or to request any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to SGD CIVIL for all additional costs incurred by SGD CIVIL (including SGD CIVIL's profit margin) in providing any Works, Materials or variations requested thereto by the Client's duly authorised representative.

5. Change in Control

- 5.1 The Client shall give SGD CIVIL not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, change of trustees, or business practice). The Client shall be liable for any loss incurred by SGD CIVIL as a result of the Client's failure to comply with this clause.

6. Price and Payment

- 6.1 At SGD CIVIL's sole discretion the Price shall be either:
- (a) as indicated on invoices provided by SGD CIVIL to the Client in respect of Works performed or Materials supplied; or
- (b) SGD CIVIL's quoted Price (subject to clause 6.2) which shall be binding upon SGD CIVIL provided that the Client shall accept SGD CIVIL's quotation in writing within thirty (30) days.
- 6.2 SGD CIVIL reserves the right to change the Price:
- (a) if a variation to the Materials which are to be supplied is requested; or
- (b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or
- (c) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather, latent soil conditions, limitations to accessing the Site, availability of machinery, obscured building/site defects, incorrect measurements, plans and/or specifications provided by the Client, safety considerations (discovery of asbestos, etc.), prerequisite work by any third party not being completed, lack of required utilities, remedial work required due to existing workmanship being of a poor quality or non-compliant to the building code, hard rock barriers below the surface, iron reinforcing rods in concrete or hidden pipes and wiring in walls, etc.) which are only discovered on commencement of the Works; or
- (d) in the event of increases to SGD CIVIL in the cost of labour or Materials which are beyond SGD CIVIL's control.

Variations will be charged for on the basis of SGD CIVIL's quotation, and will be detailed in writing, and shown as variations on SGD CIVIL's invoice. The Client shall be required to respond to any variation submitted by SGD CIVIL within ten (10) working days. Failure to do so will entitle SGD CIVIL to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

At SGD CIVIL's sole discretion a non-refundable deposit may be required.

Time for payment for the Works being of the essence, the Price will be payable by the Client on the date/s determined by SGD CIVIL, which may be:

- (a) before delivery of the Works; or
- (b) on completion of the Works; or
- (c) by way of progress payments in accordance with SGD CIVIL's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the Site but not yet installed; or
- (d) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;
- (e) the date specified on any invoice or other form as being the date for payment; or
- (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by SGD CIVIL.

Payment may be made by cheque, electronic/on-line banking, or by any other method as agreed to between the Client and SGD CIVIL.

Unless specifically documented otherwise, no allowance has been made in the Price for the deduction of retentions or liquidated damages. In the event that either are deducted, SGD CIVIL reserves the right to treat these deductions as placing the Client's account into default.

SGD CIVIL may in its discretion allocate any payment received from the Client towards any invoice that SGD CIVIL determines and may do so at the time of receipt or at any time afterwards. On any default by the Client SGD CIVIL may re-allocate any payments previously received and allocated. In the absence of any payment allocation by SGD CIVIL, payment will be deemed to be allocated in such manner as preserves the maximum value of SGD CIVIL's Purchase Money Security Interest (as defined in the PPSA) in the Materials.

The Client:

- (a) acknowledges that no claim for adjustment will be recognised after seven (7) days from the date of any account supplied by SGD CIVIL to the Client;
- (b) shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by SGD CIVIL nor to withhold payment of any invoice because part of that invoice is in dispute.

Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to SGD CIVIL an amount equal to any GST SGD CIVIL must pay for any supply by SGD CIVIL under this or any other contract for the sale of the Materials. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

Provision of the Works

Subject to clause 7.2 it is SGD CIVIL's responsibility to ensure that the Works start as soon as it is reasonably possible.

The Works' commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that SGD CIVIL claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond SGD CIVIL's control, including but not limited to any failure by the Client to:

- (a) make a selection; or
- (b) have the Site ready for the Works; or
- (c) notify SGD CIVIL that the Site is ready.

At SGD CIVIL's sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.

Any time specified by SGD CIVIL for delivery of the Works is an estimate only and SGD CIVIL will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to ensure the Works to be supplied at the time and place as was arranged between both parties. In the event that SGD CIVIL is unable to supply the Works as agreed solely due to any action or inaction of the Client, then SGD CIVIL shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials.

Site Access and Condition

SGD CIVIL is not responsible for the removal of rubbish from or clean-up of the building/construction Sites. All rubbish generated by SGD CIVIL will be placed in a designated areas appointed by the Client but the responsibility of removal of same is the Client or the Client's agent, unless otherwise agreed.

It is the intention of SGD CIVIL and agreed by the Client that:

- (a) the Client shall ensure that SGD CIVIL has clear and free access to the Site at all times to enable them to undertake the Works. SGD CIVIL shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveway and/or concrete or paved or grassed areas) unless due to the negligence of SGD CIVIL; and
- (b) access is suitable to accept the weight of laden trucks, front end loaders or other earth moving equipment as may be deemed necessary by SGD CIVIL; and
- (c) it is the Client's responsibility to provide SGD CIVIL, while at the Site, with adequate access to available water, electricity, toilet and washing facilities; and
- (d) the Client shall contact adjoining neighbours and gain their permission to remove any walls or fences on boundaries and unless otherwise agreed, it shall be the Client's responsibility to organise either temporary fencing and/or security guards to secure the Site during the performance of the Works by SGD CIVIL and shall be liable for all costs associated in taking all reasonable precautions to protect against destruction or damage by way of vandalism or theft. Failure to comply with this clause above(d) in the event that the Site is destroyed or damaged due to vandalism then the cost of repair or replacement shall be borne by the Client.

The Client agrees to be present at the Site when and as reasonably requested by SGD CIVIL and its employees, contractors and/or agents.

Site Introductions

- (a) in the event the Client requires an employee or sub-contractor of SGD CIVIL to undertake a Site introduction during working hours, the Client will be liable to pay the hourly charges for that period. If any induction needs to be undertaken prior to the commencement date then the Client shall be liable to pay SGD CIVIL's standard (and/or overtime, if applicable) hourly labour rate; or
- (b) where SGD CIVIL is in control of the Site, the Client and/or the Client's third party contractors must initially carry out SGD CIVIL's Health & Safety induction course before access to the Site will be granted. Inspection of the Site during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client must at all times be accompanied by SGD CIVIL.

Dimensions, Plans and Specifications

SGD CIVIL shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, SGD CIVIL accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.

All customary industry tolerances shall apply to the dimensions and measurements of the Works unless SGD CIVIL and the Client agree otherwise in writing.

Where the Client is to supply SGD CIVIL with any design specifications (including, but not limited to CAD drawings) the Client shall be responsible for providing accurate data. SGD CIVIL shall not be liable whatsoever for any errors in the Works that are caused by incorrect or inaccurate data being supplied by the Client.

In the event the Client gives information relating to measurements and quantities of Materials required in completing the Works, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or SGD CIVIL places an order based on these measurements and quantities. SGD CIVIL accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.

Risk

Risk of damage to or loss of the Materials passes to the Client on Delivery and the Client must insure the Materials on or before Delivery.

If any of the Materials are damaged or destroyed following Delivery but prior to ownership passing to the Client, SGD CIVIL is entitled to receive all insurance proceeds payable for the Materials. The production of these terms and conditions by SGD CIVIL is sufficient evidence of SGD CIVIL's rights to receive the insurance proceeds without the need for any person dealing with SGD CIVIL to make further enquiries.

If the Client requests SGD CIVIL to leave Materials outside SGD CIVIL's premises for collection or to deliver the Materials to an unattended location, then such Materials shall be left at the Client's sole risk.

The Client warrants that any structures/land to which the Materials are to be affixed are able to withstand the installation thereof and are of suitable capacity to handle the Materials once installed. If for any reason (including the discovery of asbestos, defective or unsafe structures or risk) that SGD CIVIL reasonably form the opinion that the Client's premises is not safe for the Works to proceed then SGD CIVIL shall be entitled to delay the provision of the Works (in accordance with clause 7.2) until SGD CIVIL is satisfied that it is safe for the installation.

In the event:

- (a) asbestos or any other toxic substances are discovered at the worksite that it is the Client's responsibility to ensure the safe removal of the same. The Client further agrees to indemnify SGD CIVIL against any costs incurred by SGD CIVIL as a consequence of such discovery. Under no circumstances will SGD CIVIL handle removal of asbestos products;
- (b) that during the course of the Works SGD CIVIL discovers any fossils, artefacts or any other remains of geological or archaeological interest are discovered SGD CIVIL reserves the right to halt all Works, remove any of their equipment from the worksite and immediately notify the Client. Unless subject to clause 27.8, the Client accepts and agrees that all additional costs that may be incurred by SGD CIVIL as a result of any such delays (including but not limited to in the event SGD CIVIL is unable to remove their equipment from the Site, etc.) shall be borne by the Client and shall be treated as a variation in accordance with clause 6.2.

The Client shall:

- (a) advise SGD CIVIL immediately if the Client is unable to remove any debris such as concrete, rocks, scrap steel and/or fencing wire. Failure to do so shall mean the Client will be liable for any damages cause to the machinery in use; and
- (b) ensure that the correct traffic and pedestrian measures are in place. Failure to do so will result in the Client becoming liable for any costs incurred by SGD CIVIL.

The Client hereby takes full responsibility for:

- (a) providing all survey and set out; and
- (b) selecting the exact site of the drilling. In the event that the earth conditions will not reasonably permit drilling of a hole in the spot located by the Client and SGD CIVIL finds it necessary to make a move due to earth conditions, the Price shall be at the same rate as initially quoted for the first hole plus the full Price for the new location and the hole.

SGD CIVIL shall not be held responsible for any damage to the Works, or delays to provision thereof, caused by outside agents. Where the Client requests SGD CIVIL to repair such damage then SGD CIVIL reserves the right to charge the Client for any costs incurred in rectifying such damage.

Asphalt Risk

Detailed drawings of any services that will be embedded in the asphalt/concrete are to be provided to SGD CIVIL prior to commencement of any Works. Whilst all due care will be taken no liability will be accepted by SGD CIVIL for damage to the Works or any other element embedded in the concrete.

The Client acknowledges that:

- (a) the curing time for asphalt can be affected by elements such as temperature or the weather as such SGD CIVIL offers no guarantee as to the length of time the curing process will take; and
- (b) where SGD CIVIL is engaged to repair and/or replace a damaged asphalt surface that SGD CIVIL is only responsible for that portion of Works. SGD CIVIL and does not at any stage accept any liability in respect of previous works carried out by any other third party that subsequently fail and found to be the source of the failure, the Client agrees to indemnify SGD CIVIL against any loss or damage to the Works, or caused by the Works, or any part thereof howsoever arising;
- (c) SGD CIVIL offers no guarantee against cracking of asphalt.

SGD CIVIL shall not be held liable for any loss, damages, or costs, howsoever resulting from SGD CIVIL laying asphalt on a base that has been prepared and/or approved by the Client, or a third party.

Notwithstanding clause 11.3 SGD CIVIL reserves the right to inspect any base ground works prior to laying of asphalt where SGD CIVIL did not prepare the site and in such an event where the base is not deemed suitable that could result in shrinkage of asphalt, SGD CIVIL shall be entitled to seek an extension of time until such time as the Client gives approval to rectify, all such additional costs shall be borne by the Client.

Concreting Risk

The Client acknowledges that variations of colour and texture are inherent in concrete. SGD CIVIL shall not be liable for any loss, damages or costs howsoever arising resulting from any variation of the colour or texture between different batches of product.

SGD CIVIL gives no guarantee (expressed or implied) as to the length of time the curing process will take and/or against cracking of concrete that may occur naturally in the Works such as:

- (a) hairline cracking of paving and ground; or
- (b) damage caused by contact with chemicals, solvents, oils or any other substances; or
- (c) the effects by elements such as heat exposure or wet weather conditions that prolong the curing process.
- The Client acknowledges and agrees that it is their responsibility to organise and be liable for all costs associated with protecting the concrete and shall take all reasonable precautions to protect against destruction or damage by way of vandalism. In the event that the concrete is destroyed or damaged due to vandalism then the cost of repair or replacement shall be borne by the Client.
- SGD CIVIL shall not be liable for any defect in the Works if the Client does not follow SGD CIVIL's recommendation to:
- (a) water the concrete for a periodically to limit the risk of possible cracking due to weather conditions;
- (b) no foot traffic and/or any vehicles on the concrete for a minimum of forty-eight (48) hours but preferably seven (7) days;
- (c) the heavy furniture to be placed on the concrete area for a minimum of twenty-four (24) hours.

Underground Locations / Hidden Services

Prior to SGD CIVIL commencing any work the Client must advise SGD CIVIL of the precise location of all services on the Site and clearly mark the same. The mains and services 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, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the Site.

Whilst SGD CIVIL will take all care to avoid damage to any services the Client agrees to indemnify SGD CIVIL in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 13.1.

Compliance with Laws

The Client and SGD CIVIL shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works, including any work health and safety laws (WHs) relating or any other relevant safety standards or legislation pertaining to the Works.

Both parties acknowledge and agree:

- (a) to comply with the National Construction Code of Australia (NCC) and the Building Products (Safety) Act 2017, in respect of all workmanship and building products to be supplied during the course of the Works; and
- (b) that Works will be provided in accordance with any current relevant Australian/New Zealand Standards applicable.

Where the Client has supplied products for SGD CIVIL to complete the Works, the Client acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the Intended Use and any faults inherent in those products. However, if in SGD CIVIL's opinion, it is believed that the materials supplied are Non-Conforming products and will not conform with state and/or territory regulations, then SGD CIVIL shall be entitled, without prejudice, to halt the Works until the appropriate conforming products are sourced and all costs associated with such a change to the plans and design will be invoiced in accordance with clause 6.2 above.

The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Works.

SGD CIVIL shall comply with the terms and conditions of all such consents and approvals in so far as such consents and approvals relate to the carrying out of the Works.

Title

- SGD CIVIL and the Client agree that ownership of the Materials shall not pass until:
- (a) the Client has paid SGD CIVIL all amounts owing to SGD CIVIL; and
- (b) the Client has met all of its other obligations to SGD CIVIL.
- Receipt by SGD CIVIL of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- It is further agreed that until ownership of the Materials passes to the Client in accordance with clause 15.1:
- (a) the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to SGD CIVIL on request;

Date: Initials:

SGD CIVIL PTY LTD – Terms & Conditions of Trade

- (b) the Client holds the benefit of the Client's insurance of the Materials on trust for SGD CIVIL and must pay to SGD CIVIL the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed;
- (c) the production of these terms and conditions by SGD CIVIL shall be sufficient evidence of SGD CIVIL's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with SGD CIVIL to make further enquiries;
- (d) the Client must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Materials then the Client must hold the proceeds of any such act on trust for SGD CIVIL and must pay or deliver the proceeds to SGD CIVIL on demand;
- (e) the Client should not convert or process the Materials or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of SGD CIVIL and must sell, dispose of or return the resulting product to SGD CIVIL as it so directs;
- (f) unless the Materials have become fixtures the Client irrevocably authorises SGD CIVIL to enter any premises where SGD CIVIL believes the Materials are kept and recover possession of the Materials;
- (g) SGD CIVIL may recover possession of any Materials in transit whether or not delivery has occurred;
- (h) the Client shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of SGD CIVIL;
- (i) SGD CIVIL may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Client.
- 16. Personal Property Securities Act 2009 ("PPSA")**
- 16.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 16.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Materials and/or collateral (account) – being a monetary obligation of the Client to SGD CIVIL for Works – that have previously been supplied and that will be supplied in the future by SGD CIVIL to the Client.
- 16.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which SGD CIVIL may reasonably require to:
- (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
- (ii) register any other document required to be registered by the PPSA; or
- (iii) correct a defect in a statement referred to in clause 16.3(a)(i) or 16.3(a)(ii);
- (b) indemnify, and upon demand reimburse, SGD CIVIL for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Materials charged thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of SGD CIVIL;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials and/or collateral (account) in favour of a third party without the prior written consent of SGD CIVIL;
- (e) immediately advise SGD CIVIL of any material change in its business practices of selling the Materials which would result in a change in the nature of proceeds derived from such sales.
- 16.4 SGD CIVIL and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 16.5 The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 16.6 The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 16.7 Unless otherwise agreed to in writing by SGD CIVIL, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 16.8 The Client shall unconditionally ratify any actions taken by SGD CIVIL under clauses 16.3 to 16.5.
- 16.9 Subject to any express provisions to the contrary (including those contained in this clause 16), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 17. Security and Charge**
- 17.1 In consideration of SGD CIVIL agreeing to supply the Materials, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 17.2 The Client indemnifies SGD CIVIL from and against all SGD CIVIL's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising SGD CIVIL's rights under this clause.
- 17.3 The Client irrevocably appoints SGD CIVIL and each director of SGD CIVIL as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 17 including, but not limited to, signing any document on the Client's behalf.
- 18. Defects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA")**
- 18.1 The Client must inspect all Materials on delivery (or the Works on completion) and must within thirty (30) days of delivery notify SGD CIVIL in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Materials/Works as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow SGD CIVIL to inspect the Materials or to review the Works provided.
- 18.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 18.3 SGD CIVIL acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 18.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, SGD CIVIL makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Materials/Works. SGD CIVIL's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 18.5 If the Client is a consumer within the meaning of the CCA, SGD CIVIL's liability is limited to the extent permitted by section 64A of Schedule 2.
- 18.6 If SGD CIVIL is required to replace any Materials under this clause or the CCA, but is unable to do so, SGD CIVIL may refund any money the Client has paid for the Materials.
- 18.7 If SGD CIVIL is required to rectify, re-supply, or pay the cost of re-supplying the Works under this clause or the CCA, but is unable to do so, then SGD CIVIL may refund any money the Client has paid for the Works but only to the extent that such refund shall take into account the value of Works and Materials which have been provided to the Client which were not defective.
- 18.8 If the Client is not a consumer within the meaning of the CCA, SGD CIVIL's liability for any defect or damage in the Materials is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by SGD CIVIL, at SGD CIVIL's sole discretion;
- (b) limited to any warranty to which SGD CIVIL is entitled, if SGD CIVIL did not manufacture the Materials;
- (c) otherwise negated absolutely.
- 18.9 Subject to this clause 18, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 18.1; and
- (b) SGD CIVIL has agreed that the Materials are defective; and
- (c) the Materials are returned within a reasonable time at the Client's cost (if that cost is not significant); and
- (d) the Materials are returned in as close a condition to that in which they were delivered as is possible.
- 18.10 Notwithstanding clauses 18.1 to 18.9 but subject to the CCA, SGD CIVIL shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Client failing to properly maintain or store any Materials;
- (b) the Client using the Materials for any purpose other than that for which they were designed;
- (c) the Client continuing to use any Materials after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
- (d) interference with the Works by the Client or any third party without SGD CIVIL's prior approval;
- (e) the Client failing to follow any instructions or guidelines provided by SGD CIVIL;
- (f) fair wear and tear, any accident, or act of God.
- Notwithstanding anything contained in this clause if SGD CIVIL is required by a law to accept a return then SGD CIVIL will only accept a return on the conditions imposed by that law.
- Intellectual Property**
- Where SGD CIVIL has designed, drawn, written plans or a schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in SGD CIVIL, and shall only be used by the Client at SGD CIVIL's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of SGD CIVIL.
- 19.2 The Client warrants that all designs, specifications or instructions given to SGD CIVIL will not cause SGD CIVIL to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify SGD CIVIL against any action taken by a third party against SGD CIVIL in respect of any such infringement.
- 19.3 The Client agrees that SGD CIVIL may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which SGD CIVIL has created for the Client.
- Default and Consequences of Default**
20. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at SGD CIVIL's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 20.2 If the Client owes SGD CIVIL any money the Client shall indemnify SGD CIVIL from and against all costs and disbursements incurred by SGD CIVIL in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, SGD CIVIL's contract default fee, and bank dishonour fees).
- 20.3 Further to any other rights or remedies SGD CIVIL may have under this Contract, if a Client has made payment to SGD CIVIL, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by SGD CIVIL under this clause 20 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
- 20.4 Without prejudice to SGD CIVIL's other remedies at law SGD CIVIL shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to SGD CIVIL shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to SGD CIVIL becomes overdue, or in SGD CIVIL's opinion the Client will be unable to make a payment when it falls due;
- (b) the Client has exceeded any applicable credit limit provided by SGD CIVIL;
- (c) the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 21. Cancellation**
- 21.1 Without prejudice to any other remedies SGD CIVIL may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions SGD CIVIL may suspend or terminate the supply of Works to the Client. SGD CIVIL will not be liable to the Client for any loss or damage the Client suffers because SGD CIVIL has exercised its rights under this clause.
- 21.2 SGD CIVIL may cancel any contract to which these terms and conditions apply or cancel delivery of Works at any time before the Works are commenced by giving written notice to the Client. On giving such notice SGD CIVIL shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to SGD CIVIL for Works already performed. SGD CIVIL shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 21.3 In the event that the Client cancels the delivery of Works the Client shall be liable for any and all loss incurred (whether direct or indirect) by SGD CIVIL as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 22. Privacy Policy**
- 22.1 All emails, documents, images or other recorded information held or used by SGD CIVIL is Personal Information, as defined and referred to in clause 22.3, and therefore considered Confidential Information. SGD CIVIL acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 (the Act) including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA") under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). SGD CIVIL acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by SGD CIVIL that may result in serious harm to the Client, SGD CIVIL will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
- 22.2 Notwithstanding clause 22.1, privacy limitations will extend to SGD CIVIL in respect of Cookies where the Client utilises SGD CIVIL's website to make enquiries. SGD CIVIL agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:
- (a) IP address, browser, email client type and other similar details;
- (b) tracking website usage and traffic; and
- (c) reports are available to SGD CIVIL when SGD CIVIL sends an email to the Client, so SGD CIVIL may collect and review that information ("collectively Personal Information").
- If the Client consents to SGD CIVIL's use of Cookies on SGD CIVIL's website and later wishes to withdraw that consent, the Client may manage and control SGD CIVIL's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
- 26.4 The Client agrees for SGD CIVIL to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by SGD CIVIL.
- 26.5 The Client agrees that SGD CIVIL may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Client; and/or
- (b) to notify other credit providers of a default by the Client; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
- 22.5 The Client consents to SGD CIVIL being given a consumer credit report to collect overdue payment on commercial credit.
- 22.6 The Client agrees that personal credit information provided may be used and retained by SGD CIVIL for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Works; and/or
- (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works; and/or
- (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- (d) enabling the collection of amounts outstanding in relation to the Works.
- SGD CIVIL may give information about the Client to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
- (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 22.8 The information given to the CRB may include:
- (a) Personal Information as outlined in 22.3 above;
- (b) name of the credit provider and that SGD CIVIL is a current credit provider to the Client;
- (c) whether the credit provider is a licensee;
- (d) type of consumer credit;
- (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
- (f) advice of consumer credit defaults (provided SGD CIVIL is a member of an approved QJAC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and SGD CIVIL has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
- (g) information that, in the opinion of SGD CIVIL, the Client has committed a serious credit infringement;
- (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 22.9 The Client shall have the right to request (by e-mail) from SGD CIVIL:
- (a) a copy of the Personal Information about the Client retained by SGD CIVIL and the right to request that SGD CIVIL correct any incorrect Personal Information; and
- (b) that SGD CIVIL does not disclose any Personal Information about the Client for the purpose of direct marketing.
- 22.10 SGD CIVIL will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 22.11 The Client can make a privacy complaint by contacting SGD CIVIL via e-mail. SGD CIVIL will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.
- 23. Service of Notices**
- 23.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
- (b) by leaving it at the address of the other party as stated in this Contract;
- (c) by sending it by registered post to the address of the other party as stated in this Contract;
- (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
- (e) if sent by email to the other party's last known email address.
- Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
- 24. Trusts**
- 24.1 If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not SGD CIVIL may have notice of the Trust, the Client covenants with SGD CIVIL as follows:
- (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
- (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
- (c) the Client will not without consent in writing of SGD CIVIL (SGD CIVIL will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
- (i) the removal, replacement or retirement of the Client as trustee of the Trust;
- (ii) any alteration to or variation of the terms of the Trust;
- (iii) the advancement or distribution of capital of the Trust; or
- (iv) any resettlement of the trust property.
- 25. Building and Construction Industry Security of Payments Act 1999**
- 25.1 At SGD CIVIL's sole discretion, if there are any disputes or claims for unpaid Materials and/or Works then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.
- 25.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.
- 26. Confidentiality**
- 26.1 Subject to clause 26.2, each party agrees to treat as confidential the other party's Confidential Information, and agree not to divulge it to any third party, without the other party's written consent.
- 26.2 Both parties agree to:
- (a) use the Confidential Information of the other party only to the extent required for the purpose it was provided;
- (b) not copy or reproduce any of the Confidential Information of the other party in any way;
- (c) only disclose the other party's Confidential Information to:
- (i) employees and third-party providers who need access to the information and who have agreed to keep it confidential;
- (ii) its legal advisers and insurance providers if those persons undertake to keep such information confidential; and
- (iii) not disclose the other party's Confidential Information to any person not referred to in this clause except with the other party's prior written consent or if required by law, any stock exchange or any regulatory body.
- 26.3 Either party must promptly return or destroy all Confidential Information of the other party in its possession or control at the other party's request unless required by law to retain it.
- 26.4 Confidential Information excludes information:
- (a) generally available in the public domain (without unauthorised disclosure under this Agreement);
- (b) received from a third party entitled to disclose it;
- (c) that is independently developed.
- 27. General**
- 27.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 27.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales in which SGD CIVIL has its principal place of business, and are subject to the jurisdiction of the Penrith Courts, New South Wales. Subject to clause 18, SGD CIVIL shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by SGD CIVIL of these terms and conditions (alternatively SGD CIVIL's liability shall be limited to damages which under no circumstances shall exceed the Price of the Works).
- 27.4 SGD CIVIL may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.
- 27.5 The Client cannot licence or assign without the written approval of SGD CIVIL.
- 27.6 SGD CIVIL may elect to subcontract out any part of the Works but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of SGD CIVIL's sub-contractors without the authority of SGD CIVIL.
- 27.7 The Client agrees that SGD CIVIL may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for SGD CIVIL to provide Works to the Client.
- 27.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party.
- 27.9 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

I certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of SGD Civil Works which form part of, and are intended to be read in conjunction with this quote JN1466 and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

SIGNED (**CLIENT**):

SIGNED (**SGD CIVIL**):

Name: _____ Name: _____

Position: _____ Position: _____

Date: _____ Date: _____

ID: _____ Date of Birth: _____

(Driver's Licence, Passport, etc.)