

### Zambo Pty Ltd - General Terms & Conditions of Trade

Unless otherwise stated and/or agreed, the following **provisions** are applicable to all quotations (or estimates) and invoices issued by ZAMBOO PTY LTD :

1. Quotations include GST.
2. Quotations valid for 28 days.
3. Invoices issued upon Practical Completion of the Works and payable within 14 days (unless invoices are issued **as per provision 4**).
4. The Contractor reserves the right to issue invoices for a Deposit and Progress Claims in relation to the Works; with such Progress Claims relating to the goods and/or services that have been provided in relation to the Works; and with such invoices payable within 7 business days.
5. The Customer shall notify the Contractor in writing if any aspect of the Works involves the use of specific goods and/or designs. The Contractor must receive such notification prior to commencement of the Works. If the use of such materials results in a variation to a quotation issued by the Contractor, the Customer shall be notified prior to commencement of the Works.
6. The Customer shall provide the following:
  - 6.1. the Site access necessary to complete the Works.
  - 6.2. the electricity and/or water supply necessary to complete the Works.
7. Quotations do not include the following:
  - 7.1. any Architectural and/or Engineering designs, approvals or fees that may be required in relation to the Works.
  - 7.2. any Council applications and/or fees that may be required in relation to the Works.
  - 7.3. any Home Warranty Insurance that may be required in relation to the Works (the cost of such insurance is subject to the total value of the Works accepted and QBCC rates/policy at the time the Works are accepted and/or commenced).
8. The Contractor shall not be liable for any loss and/or damage resulting from any insufficient and/or defective foundations/structures not erected by the Contractor.
9. On becoming aware of the existence of a Latent Condition, the Contractor shall promptly give the Customer a written notice containing details of the Latent Condition, including the Contractor's estimate for the work and costs associated with overcoming the Latent Condition.
10. On giving the Customer a notice under **provision 9**:
  - 10.1. the Customer shall promptly notify the Contractor that they agree to pay the Contractor's estimated costs for completing the work associated with overcoming the Latent Condition; or
  - 10.2. the Customer shall promptly notify the Contractor that they do not agree to pay the Contractor's estimated costs for completing the work associated with overcoming the Latent Condition, and the Customer shall be liable to pay the costs associated with the Works completed and/or services provided by the Contractor prior to the Contractor becoming aware of the existence of the Latent Condition; with such costs also including the purchase, delivery and storage of any materials in relation to the Works.
11. Prior to the Contractor commencing the Works the Customer must advise the Contractor of the precise location of all underground services on the site and clearly mark the same. The underground 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 site.
12. Whilst the Contractor shall take all care to avoid damage to any underground services the Customer agrees to indemnify the Contractor 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 provision 11**.

13. The Defect Liability Period in relation to the Works is 6 months from the date of Practical Completion.
14. If, after the Works have reached Practical Completion and before the expiration of the Defects Liability Period, the Customer considers the Works to be defective and/or incomplete, the Customer shall give the Contractor a written notice setting out full the details of the Works they consider to be defective and/or incomplete.
15. On the Contractor receiving a notice **as per provision 14:**
  - 15.1. the Contractor shall inspect and/or investigate the Works that are the subject of the notice; and
  - 15.2. should the Contractor discover that the Works do have the defects and/or are incomplete, the Contractor shall (at its own cost) rectify the defects and/or complete the Works that are the subject of the notice; or
  - 15.3. should the Contractor discover that the Works have no defects and/or are not incomplete, the Contractor shall provide the Customer with a written report in relation to the Contractor's inspection and/or investigation and the Customer shall be liable to pay the costs associated with the Contractor's inspection and/or investigation of the Works that are the subject of the notice.
16. Should the Customer require any warranties in relation to the Works that are in addition to the applicable statutory warranties, such additional warranties are to be agreed in writing prior to commencement of the Works.
17. Ownership of the Works shall not pass to the Customer until the Works have been paid for in full.
18. Any certification in relation to the Works shall not be issued until the Works have been paid for in full.
19. The Contractor reserves the right to charge the Customer for all costs incurred by the Contractor in collecting monies due and payable.
20. The Contractor reserves the right to charge reasonable interest on any overdue amount.
21. Following completion of the Works, the Contractor is under no obligation to supply and/or store any surplus materials.
22. Quotations subject to the Contractor carrying out an onsite inspection following the Customer's acceptance of a quotation, but prior to commencement of the Works. Should such an onsite inspection find a variation and/or revision to a quotation is necessary, the Customer shall be notified as a matter of priority. Such a variation and/or revision to a quotation shall exclude any Latent Conditions (unless stated otherwise).
23. Should the Customer cancel any instructions issued to the Contractor, the Customer shall be liable to pay the costs associated with the Works completed and/or services provided by the Contractor prior to such instructions being cancelled; with such costs also including the purchase, delivery and storage of any materials in relation to the Works.
24. If any additional contract documents and/or agreements are entered into between the Contractor and the Customer these General Terms & Conditions of Trade shall take effect as express terms and/or special conditions of such contract documents and/or agreements.
25. These General Terms & Conditions of Trade do not exclude, restrict or modify any conditions, warranty, guarantee, right or remedy implied by law which by the terms of the law cannot be excluded, restricted or modified.
26. Any provision of these General Terms & Conditions of Trade which is invalid in any jurisdiction is invalid in that jurisdiction to that extent only, without invalidating or affecting the remaining provisions of these General Terms & Conditions of Trade or the validity of that provision in any other jurisdiction.
27. Quotations issued by the Contractor state that these General Terms & Conditions of Trade are available on the Contractor's website ([www.zambo.com.au](http://www.zambo.com.au)); the acceptance of any quotation issued by the Contractor represents acceptance of these General Terms & Conditions of Trade.
28. The Contractor reserves the right to revise these General Terms & Conditions of Trade from time to time.

**Definitions :**

In this Contract, unless the context otherwise requires:

- A. "Contractor" means ZAMBOO PTY LTD ABN 39 116 440 227 (see below for contact details)
- B. "Customer" means the person and/or entity who instructs the Contractor to proceed with the Works. Should the Customer authorize a person and/or entity to act on their behalf, the Customer shall be liable for instructions issued by such an authorized person and/or entity.
- C. "Works" means the goods and/or services:
  - C.1. as described in a quotation issued by the Contractor; or
  - C.2. provided by the Contractor in accordance with an instruction issued by the Customer.
- D. "Site" means the address where the Works shall take place.
- E. "Practical Completion" means the stage when the Works are complete except for minor defects and/or omissions that do not prevent the Works from being capable of being used for their intended purpose; with such minor defects and/or omissions resolved **as per provisions 15.2 or 15.3**.
- F. "Latent Condition" means any physical condition on and/or below the Site, or the area surrounding the site, which differs materially from the physical conditions which could reasonably have been expected by the Contractor at the time of submitting any quotation and/or commencing the Works.
- G. "Contract Sum" means the total amount payable by the Customer for:
  - G.1. the Works completed as per a quotation accepted by the Customer.
  - G.2. the Works completed as per any instruction from the Customer.
  - G.3. the Works completed as per any variation required and/or requested by the Customer.

**Contact details of the Contractor :**

Zambo Pty Ltd  
PO Box 69, Bulimba QLD 4171  
Tel: (07) 3891 1513  
Email: office@zamboo.com.au