

Zamboo Pty Ltd

General Terms & Conditions of Trade

Unless otherwise agreed in writing, the following "General Terms & Conditions of Trade" are applicable to all quotations and/or invoices issued by ZAMBOO PTY LTD.

1. Quoted prices include GST (unless otherwise stated).
2. Quotations valid for **30 days** (unless otherwise stated).
3. Quotations include the labour and materials necessary for the Contractor to complete the Works (unless otherwise stated).
4. The Customer shall provide the following (unless otherwise stated):
 - 4.1. the Site access necessary to complete the Works.
 - 4.2. the power and/or water supply that may be necessary to complete the Works.
5. Quotations do not include the following (unless otherwise stated):
 - 5.1. any Architectural and/or Engineering designs, approvals or fees that may be required in relation to the Works.
 - 5.2. any Council applications and/or fees that may be required in relation to the Works.
 - 5.3. 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).
6. The Customer shall notify the Contractor in writing if any aspect of the Works must involve the use of any specific materials, brands, models, designs or colour schemes; otherwise the Contractor shall make any such sections based on what may be considered reasonable.
7. Invoices are issued by the Contractor upon Practical Completion of the Works and payable by the Customer within **14 days** (unless otherwise agreed)
8. Should the Customer withdraw or amend any instructions issued to the Contractor, the Customer shall be liable to pay the costs associated with the Works completed (including the purchase, delivery and storage of any materials for such Works) prior to such instructions being withdrawn or amended.
9. The Contractor shall not be liable for any Latent Condition that may be encountered when completing the Works.
10. On becoming aware of the existence of any Latent Condition that prevents the contractor completing the Works, the Contractor shall promptly give the Customer a written notice containing details of the Latent Condition and the works necessary to overcome the Latent Condition.
11. On the Customer receiving a notice under Clause 10:
 - 11.1. the Customer shall promptly notify the Contractor they agree to pay the costs associated with the Contractor completing the works necessary to overcome the Latent Condition (with the costs associated with such works provided upon request); **or**
 - 11.2. the Customer shall promptly notify the Contractor they do not agree to pay the costs associated with the Contractor completing the works necessary to overcome the Latent Condition, and the Customer shall be liable to pay the costs associated with the Works completed (including the purchase, delivery and storage of any materials for such Works) prior to the notice being issued.
12. The Contractor shall not be liable for any loss and/or damage resulting from any insufficient and/or defective foundations and/or structure not erected by the Contractor.
13. The Defect Liability Period in relation to the Works is as follows (unless otherwise agreed):
 - 13.1. Structural Works: 6½ years from the date of practical completion.
 - 13.2. Non-structural Works: 12 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 under Clause 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. Following completion of the Works, the Contractor is under no obligation to supply or store any surplus materials.
17. Ownership in the Works shall not pass to the Customer until the Works have been paid for in full.
18. The Contractor reserves the right to charge the Customer for all costs incurred by the Contractor in collecting monies due and payable.
19. The Contractor reserves the right to charge reasonable interest on any overdue amount.
20. The Contractor will notify the Customer (before the Works commence) if any additional terms and conditions are applicable in relation to the Works.
21. In any instance where any other contract is entered into between the Contractor and the Customer these General Terms & Conditions of Trade shall take effect as express terms of that contract.
22. The Contractor reserves the right to withdraw any quotations.
23. The Contractor reserves the right to revise these General Terms & Conditions of Trade from time to time.
24. 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. Any provision of these 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.

DEFINITIONS:

- A. "The Contractor" means ZAMBOO PTY LTD.
- B. "The Customer" means the person and/or entity who instructs the Contractor to proceed with the Works or whom has authorized a person and/or entity to issue such an instruction on their behalf.
- C. "The Works" means the goods and/or services:
 - C.1. as described in quotations issued by the Contractor
 - C.2. as per written instructions the Contractor receives from the Customer
- D. "Practical Completion" means the stage when the Works are complete except for minor defects or omissions that do not prevent the Works from being capable of being used for their intended purpose; with such minor defects or omissions resolved as per Clause 14 and 15.
- E. "Latent Condition" means any physical condition above, on or below the Site, or the areas surrounding the Site, or not ascertainable from a visual non-intrusive inspection of the Site which differs substantially from the physical conditions which could reasonably have been expected by the Contractor at the time of submitting any quotation or commencing the Works.
- F. "The Site" means the address where the Works shall take place.
- G. "The Contract Sum" means the total amount payable by the Customer for:
 - G.1. the Works completed as per quotations accepted by the Customer.
 - G.2. the Works completed as per an instruction from the Customer.
 - G.3. the Works completed as per Clause 11 and/or Clause 15.3.