

## STANDARD TERMS AND CONDITIONS

**(GENERAL):** These standard terms and conditions apply to all works undertaken by National Galvanising Industries whether under quotation, standard rates or cash sales, unless specifically varied in writing and signed on behalf of National Galvanising Industries Pty Ltd by National Galvanising Industries' Sales Manager. Where items have been delivered to NGI it is deemed that all Terms and Conditions have been accepted.

**(VALIDITY):** Quotations may be withdrawn or altered at National Galvanising Industries Pty Ltd's sole discretion prior to acceptance and in any event are not valid after 30 days. All orders are subject to confirmation by National Galvanising Industries Pty Ltd. Pricing relates to quantity, type and mix of steelwork as described in the enquiry documents as quoted. NGI reserve the right to revised rate should the actual project differ from the enquiry.

**(PRICES):** Unless otherwise stated prices are ex-Richland's facility, based on cost of material, labour, variable with changes in foreign exchange of tax rates, zinc price as per London Metal Exchange rates existing at the date of quotation. Unless otherwise noted in this quotation, prices are subject to change between date of quotation and time of collection / delivery (including rise and fall, escalation etc) in which case documentary evidence of the price change will be provided by National Galvanising Industries Pty Ltd where appropriate. Should the steelwork vary in character, size, composition and surface condition from that quoted, NGI reserves the right to revise pricing accordingly. Note all Galvanising will be charged based on the final galvanized weight using NGI weigh scales.

**(GOODS AND SERVICES TAX (GST)):** National Galvanising Industries Pty Ltd's quotation excludes Goods and Services Tax (GST). The purchaser shall bear all and any liability for GST, which will be charged as an addition to the quoted price.

**(INSPECTION):** Fourteen (14) days notice is required if the purchaser desires to be present at steelwork testing or for in yard inspection. NGI will provide 24 hours notice of approximate time for completion of works. NGI cannot predict completion times with accuracy and inspectors should be prepared to inspect within a 6 hours window. Extra charges may apply for in yard inspection by customer or third party.

**(COMPLIANCE CERTIFICATE AND WARRANTY):** Should the Customer require a Compliance certificate and or Warrantee this requirement must be requested prior quotation request and or galvanizing of the steelwork. Compliance Certificates will be charged out at \$30 per certificate. Steelwork low in Silicon may not achieve compliance without sandblasting and Customers are to provide sample pieces for trial prior to delivery of goods to ensure that the steelwork is suitable for galvanizing compliance. National Galvanising Industries Pty Ltd warrants that the products are thoroughly examined before shipment and agrees to make good any part that is proved to be defective due to its faulty workmanship. Where National Galvanising Industries Pty Ltd has caused a defect or failure of coatings which, under proper use, appear therein and which arise solely as a result of faulty materials or workmanship, then to the extent such defect or fault is caused by National Galvanising Industries Pty Ltd it will be remedied by National Galvanising Industries Pty Ltd free of charge (provided always that the steelwork is returned within a period of twelve (12) months from date of delivery, (freight paid both ways by customer). In the case of warranty to steelwork 'on site' or at the purchaser's premises, all travelling and accommodation costs shall be to the purchaser's account. Damage to product caused by the purchaser's failure to properly operate or maintain the product, or its malicious conduct, or negligence, are specifically excluded from this warranty (the purchaser shall bear the onus of proving that it has not caused the defect or fault). In these circumstances, the warranty offered by National Galvanising Industries Pty Ltd shall immediately come to an end. Warranties are provided based on the environment and usage as described by the customer. The category of exposure is indicated on the Warrantee form. Should the category not correspond with the actual environment, or micro environment or change to a different category the Warranty shall be voided.

**(VENTING AND DRAINAGE)** The Customer shall be responsible for providing venting and drainage to all steelwork in accordance with the recommendations of the Galvanizing Association of Australia. Location of drainage and venting holes in closed sections often results in ungalvanized air traps which cannot be touched up. Failure due to these air traps is not covered under the NGI Warrantee. **NO PRODUCT WILL BE ACCEPTED FOR GALVANISING UNLESS ALL VENTING AND DRAINING IS VISIBLE TO NGI PERSONNEL.** To clarify no internal venting and draining will be accepted. The Customer warrants by virtue of delivery to NGI that this work is carried out according to GAA guidelines and the Customer acknowledges that they shall be liable for costs and or losses as result of or associated with a blow out resulting from inadequate drainage and venting or any cost relating to strip and redip of floating items. Holes done by NGI will be charged at \$4.00 per hole. Holes will be cut with Oxy and NGI take no responsibility for any diminishing of the aesthetics of the steel as a result of the holes.

**(DISTORTION)** The galvanizing process involves dipping steelwork into the zinc bath which is 450°C. Any residual locked in stresses from the mill, welding, rolling or cold working may release resulting in distortion of the product. Distortion can be minimized by limiting the use of none symmetrical sections, minimising and balancing welding, providing sufficient venting and draining to allow rapid immersion and removal which will minimize differential temperature. National Galvanising Industries will not accept any liability for material or consequential cost associated with distortion due to the galvanising process.

**(PICKELING)** Unless otherwise noted pricing is based upon steelwork being free of paint, markings stickers or other surface conditions which cannot be cleaned by standard pickling practices in standard times. Items that cannot be pickled in standard time must be sandblasted clean on all surfaces at customers' expense prior to galvanising. NGI will not accept responsibility for black spots exceeding the Australian Standard AS4680 maximum.

**(LIABILITY):** Except as otherwise provided herein, all conditions or warranties expressed or implied or statutory including indirect or consequential, losses of any sort, however occasioned (including negligence), are hereby expressly excluded. National Galvanising Industries Pty Ltd shall not be liable for delays or prevention in its performance due to causes arising from circumstances beyond its reasonable control, provided always that nothing in this paragraph or elsewhere in this document shall adversely affect the rights of the purchaser under relevant legislation. National Galvanising Industries Pty Ltd shall not be liable for any damages or delay (general or consequential) whether directly or indirectly caused by the said

defect or fault, and shall not be responsible for any work done, or alterations, or additions made to the products by any other party.

**(PROPERTY AND RISK):** Until full payment is made, the steelwork remains the property of National Galvanising Industries Pty Ltd held by purchaser at purchaser's risk and National Galvanising Industries Pty Ltd reserves the right to repossess the goods. If prior to full payment, the steelwork is mixed or incorporated with other goods, ownership of the resulting objects shall be transferred to National Galvanising Industries Pty Ltd as surety of what is owed and if the purchaser sells the steelwork as supplied by National Galvanising Industries Pty Ltd or in some way modifies or incorporates steelwork with other goods, then so long as he/she has not fully discharged his/her debt he/she shall hand over to National Galvanising Industries Pty Ltd the claim he/she has against his/her buyer emanating from the transaction.

**(DELIVERY/COMPLETION):** Quoted delivery or completion times are our best estimates given and National Galvanising Industries Pty Ltd shall not be held liable costs or damages resulting from any delay or failure to deliver by the time quoted.

**(INSURANCE):** The responsibility and liability for risks of loss or damage with respect to the goods passes to the purchaser on delivery to the purchaser or his agents or to any other carrier.

**(CLAIMS):** Claims for shortages or rejection on the ground of defective work must be made in writing within 7 days after the date of delivery. Merchandise shall be returned at purchaser's risk and at purchaser's cost only upon written authorization. National Galvanising Industries accepts no responsibility for merchandise returned without such authorization. National Galvanising Industries Pty Ltd shall not issue credit on any goods which have been altered or defaced in any way. Any claims for damages shall be limited to the invoice value of the goods, all claims for consequential damage (howsoever caused, including negligence) being excluded. Special items which are not saleable in the normal course of business will not be accepted as returns for credit unless authorized by the Branch Manager.

**(CANCELLATION OF ORDERS):** Orders may only be cancelled prior to delivery with the written consent of National Galvanising Industries Pty Ltd's Branch Manager (which may be withheld or delayed at its sole discretion). Such consent, if given will be subject to reimbursement for all actual and prospective loss, damages and expenses incurred by National Galvanising Industries Pty Ltd in the preparation and procurement of products and/or services in fulfillment of the order.

**(PAYMENT AND CREDIT):** Cash customers must pay the account in full prior to collection of goods. Account customers are strictly net cash 30 days after end of calendar month during which goods are delivered unless otherwise stated. National Galvanising Industries Pty Ltd reserves the right to suspend deliveries and/or withdraw credit facilities if terms of payment are not adhered to by the purchaser, or if in National Galvanising Industries Pty Ltd's opinion the financial condition of the purchaser warrants such action. Customers shall be liable for a 1.5% interest charge per month on overdue amounts. Part months will be charged on a prorated basis.

**(PURCHASER'S GOODS HELD AT NATIONAL GALVANISING INDUSTRIES PTY LTD'S PREMISES):** Where purchaser's goods are held at National Galvanising Industries Pty Ltd's premises for testing, repair, inspection, manufacture or for any other reason, all such goods are held at the risk of the purchaser. While National Galvanising Industries Pty Ltd will take all reasonable care, it does not assume or accept responsibility for any loss arising there from (whether in negligence or bailment).

**(TESTING OF PURCHASER'S GOODS):** Where National Galvanising Industries Pty Ltd tests purchaser's goods it will take all reasonable care but does not assume or accept liability for damage or injury (including in negligence) incurred either to the goods, or, plant, stock, equipment or property. Inspection Test Plans (ITP) will be drawn up at an additional charge.

**(INSPECTION OF PURCHASER'S GOODS):** Where National Galvanising Industries Pty Ltd visually inspect and report on the condition of coated items it does so to the best of its knowledge and belief with the resources available to it at the time. However, unless full NDT, chemical tests and traceability are available to it, National Galvanising Industries Pty Ltd does not accept liability (including in negligence) for its statements which are made in good faith, but are a matter of opinion only and the purchaser shall not rely on such statements.

**(STORAGE OF COMPLETED STEELWORK)** National Galvanising Industries reserves the right to charge customers for storage of steelwork not collected within 7 days of notification of the galvanizing being completed. The storage charge shall be \$100/t per week or part thereof that items are stored. NGI will not be held responsible for any oxidation that occurs subsequent to the initial 7 day period.

**(RECEIPT OF GOODS)** By collection or receipt of goods the Customer accepts that steelwork is undamaged, free from oxidation and quantities match the NGI delivery docket.

**(VISUAL APPEARANCE)** It is noted that Galvanizing is not an architectural coating and stains, runs, pimples and other surface imperfections are common. NGI shall comply with the requirements of AS4680:2006. Repairs up to the maximum size dictated by AS4680 shall be carried out according to AS4680 requirements and shall visually differ from the galvanized finish. Please note the surface finish is dependent on numerous factors including, but not limited to, the composition of the steel, time since galvanizing, strength of quench, dimensions of pieces etc.

**(PREMIUM SERVICES)** Premium services Galfast (72hrs) and Quicksilver (24hrs) are available at a premium cost of 30% and 50% respectively additional charge to all galvanising charges. The start of the time period being the first midday after receipt of goods and Purchase Order stating premium service. Completion will be by midday following the premium time period. Work may not be completed within this period and NGI accept no responsibility for any delays to completion. Steelwork that is changed to premium service after delivery will be completed with an additional 24hrs over and above the stated turnaround and will still incur the full premium charge for that service.

**(QUOTE NOT ON PURCHASE ORDER)** Should the NGI quote number not be shown clearly on the Purchase order or Delivery docket, the items will be charged at standard rates. Any credit notes relating to revising invoices due to the quote number not being supplied on the Purchase Order will include an administration charge of \$40.00 per invoice.

**(APPLICABLE LAW):** The law applicable to this agreement shall be the law of the State of Queensland.