

Sunmix Concrete Pty Ltd
ABN 97010972871
Terms and Conditions

“Delivery Address” means the delivery address in the order

“Delivery Date” means the delivery date in the order

“Delivery Distance” means the distance between the Company’s plant and the delivery address

“Discharge Time” means the time between the arrival of the Company’s delivery vehicle at the delivery address and the completion of the discharge of the goods

“Goods” mean concrete products

Supply of Concrete

The Company will not be liable for, and the Customer will indemnify the Company in relation to any direct or indirect loss, liability or damage suffered by the Customer as a result of:

- (a) the Company adding additives, oxides or other materials to Concrete at the Customers request
- (b) the Customer or any other person handling, placing, curing or otherwise dealing with the Concrete
- (c) the Customer or any other person adding water or other substance to Concrete whether before, during or after the delivery of Concrete
- (d) the actual Discharge Time for Concrete exceeding the Company standard discharge time
- (e) the effect of weather conditions on Concrete including but not limited to heat, rain, wind or hail

Delivery of Goods

If the Company agrees to deliver Goods to the Customer, the Company will deliver the Goods to the kerbside at the delivery address on the delivery date

The Company will not be liable for any delay in the delivery of Goods to the delivery address

The Customer will ensure a member of the Customer’s personnel will be at the delivery address on the delivery date to accept delivery of the Goods and sign the Company’s delivery docket on the Customer’s behalf

The Company may deliver the Goods to any person at the delivery address who has the apparent authority to receive delivery of the Goods

The signature of a member of the Customer’s personnel on the Company’s delivery docket will represent acknowledgement by the Customer that the Company’s supply of the Goods complies with the Order and these Terms and Conditions

Charges

The Customer must make full payment of the Company’s Goods and Services before the Company supplies Goods and Services to the Customer unless the Company has granted credit terms to the Customer, in which case the Customer must make full payment strictly in accordance with the Company’s credit terms

The Customer must not withhold, make deductions from or set-off payment of any money owed to the Company for any reason

The Customer acknowledges the Company may charge the following special charges:

- (a) In Plant Mixing Fee – if the Company mixes Concrete at the Company’s plant for collection and transport by the Customer
- (b) Customer Product Fee – if the Company adds additives or other materials to the Concrete at the Customer’s request
- (c) Wash Out Fee – if the Company cleans the Company’s delivery vehicle to wash out additives or other materials added to the Concrete at the Customer’s request
- (d) Blowback Fee – if the Customer discharges Concrete from a pump into the Company’s delivery vehicle
- (e) Environmental Disposal Fee – if the Customer does not accept delivery of an entire load of Concrete
- (f) Strength Testing Fee – if the Company arranges strength testing of Concrete for the Customer
- (g) Small Loads Fee – if the Customer orders a load of Concrete which is less than the Company’s standard load
- (h) Extra Cartage Fee – if the actual delivery distance exceeds the Company’s standard delivery distance
- (i) Returned Concrete Charge – for all Concrete returned to the Company’s plant

Indemnity

The Customer must indemnify the Company and the Company’s personnel in relation to any direct or indirect loss, liability or damage suffered by the Company, the Company’s personnel or any other person as a result of:

- (a) the Customer’s breach of these Terms and Conditions
- (b) the Customer’s or the Customer’s personnel’s negligence or willful misconduct
- (c) the Company or the Company’s personnel entering the delivery address or delivering Goods other than to the kerbside
- (d) damage to the Customer’s or any third party’s property during delivery of Goods
- (e) any leakage, spillage, breakage or contamination of Goods during delivery of the Goods
- (f) Goods not being fit for any particular purpose
- (g) any tests conducted by any third party in relation to the Goods
- (h) the Customer or the Customer’s personnel directly or indirectly causing any delays in the supply of any Goods and/or Services
- (i) the Customer’s refusal to accept a delivery of Goods
- (j) the Customer’s cancellation of any Order