

These terms and conditions of quotation apply in the conduct of services undertaken by BUSS. When a purchase order for Services is made to BUSS or a written authority is provided to BUSS there is deemed acceptance of these Terms and Conditions.

## 1 DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“**Agreement**” and “**this Agreement**” means and comprises of the terms and conditions of this Agreement which includes the presentation of the quotation form, the Client’s acceptance of/approval to proceed with the Services or the Client’s purchase order in response to the quotation of acceptance/approval to proceed with the Services and excludes Client’s terms of business which may be specified in writing in the Client’s Purchase Order which constitutes the Client’s acceptance of the quotation and the terms and conditions of this Agreement;

“**Australian Consumer Law**” means the law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth);

“**Client**” means the recipient of the Services;

“**BUSS**” means Midyear Nominees Pty Ltd as Trustee for The Branksome Trust ABN 68 964 483 946, trading as BUSS Group, and includes its officers, employees, agents and contractors;

“**Force Majeure Event**” means an event beyond the reasonable control of an affected Party, and includes, without limitation, strikes, lockouts and other labour disputes, riots, civil unrest, war, sabotage, vandalism, terrorism, explosions, embargoes, epidemics, fire flood, storms, and other similar natural causes and acts of God;

“**GST**” means the goods and services tax as imposed by the GST Law together with any related interest, penalties, fines or other charge.

“**GST Law**” has the meaning given to that term in A New Tax System (Goods and Services) Act 1999;

“**Parties or Party**” means the Client and BUSS.

“**Services**” means the services and/or supply of services and products as specified in the quotation or as otherwise mutually agreed between BUSS and the Client;

“**Site**” means the Client’s site where BUSS will perform the Services specified by the Client.

“**Works**” means the performance of Services to be performed at the Site as per the accepted quotation.

## 2 QUOTATION

- 2.1 Quotations will remain open for acceptance for thirty (30) days from the date of Quotation, and shall thereafter lapse.
- 2.2 Acceptance of the Quotation must be way of purchase order or written authority of the Client.
- 2.3 BUSS will not be bound by any condition attaching to the Client’s order including any purchase order or acceptance of a quotation unless such condition is expressly accepted by BUSS in writing.
- 2.4 Changes or cancellations to orders requested by the Client will not be effective unless accepted in writing by BUSS. The Client is liable for any costs, expenses and liabilities

incurred by BUSS in connection with any change to an order.

## 3 PRICES AND VARIATIONS

- 3.1 All prices quoted are inclusive of GST, unless otherwise stated.
- 3.2 Prices quoted are applicable to that quotation only and will not apply in any other instance.
- 3.4 All prices quoted that are based on Services being performed by the lineal metre, is conditional on BUSS having clear access and a clear run.
- 3.4 Failure by the Client to provide Clear or Safe access as per 5.1 & 5.2 during the period of time BUSS is performing the Works will result in BUSS lodging a Variation with the Client on an hourly basis for each hour that a Clear or Safe run was not provided at the rate of \$80.00 per hour per employee on site plus costs of any hire equipment.

The Client hereby agrees that it will accept such a Variation if Clear or Safe access is not provided.

## 4 PAYMENT

- 4.1 Terms of payment are strictly fourteen (14) days from issue of tax invoice and must include GST and where applicable local duties and taxes.
- 4.3 If the Client fails to make payment of any sum due under this Agreement within thirty (30) days that sum became due and payable, then BUSS shall be entitled to charge interest at a rate equal to 3% above the National Australia Bank’s Overdraft Interest Rate from the date that the amount due became due and payable to the date that the amount due, including any interest on that amount, is paid.
- 4.4 If the Client defaults on payment of any sum due, BUSS reserves the right, without prejudice to any other remedy available to it, to suspend further performance under this Agreement until such payment is made. BUSS may also recover all costs and expenses reasonably incurred in the recovery of any sums owing by the Client to it including but not limited to all legal fees, process server’s charges and collection agent’s expenses.
- 4.5 This price is based on no retention being withheld.

## 5 ACCESS TO SITE AND COOPERATION

- 5.1 The Client hereby agrees to provide BUSS with appropriate safe access to the Site specified in the quotation to facilitate the Works.
- 5.2 The Client hereby agrees to provide BUSS with Clear and Safe access to the Site at all times in order that BUSS can complete the Works.
- 5.3 If BUSS is not provided with Clear and Safe access the Client will be notified immediately together with a follow up email at days end to state the issues re no Clear and Safe access.
- 5.4 The Parties agree to cooperate and communicate to enable each Party to perform its obligations under this Agreement.
- 5.5 The Client hereby agrees that BUSS can display signage in an appropriate position on the work site.

## 6 PERFORMANCE OF SERVICES

- 6.1 Where BUSS is to provide Services, the Client must:
- (i) be responsible for providing clean, safe and proper access to and at the site;
  - (ii) ensure the Site is properly prepared for the provision of services; and
  - (iii) provide safe and secure conditions and comply with any occupational, health and safety laws for BUSS, its sub-contractors, employees or agents whilst providing the services.

The Client indemnifies BUSS against any loss or damage suffered by BUSS, its sub-contractors or employees as a result of provision of the Services at the Site, except where the Client is a consumer as defined in Australian Consumer Law and BUSS has not used due care and skill.

- 6.2 BUSS undertakes that its Services are:
- (i) provided with due care and skill;
  - (ii) will be fit for their purpose as indicated by the Client; and
  - (iii) completed with a reasonable time (when no time is set)

## 7 ACTS OR OMISSIONS

- 7.1 BUSS is not liable to the Client for any failure to provide the Services in accordance with this Agreement if that failure results directly or indirectly from:
- (a) any act or omission by the Client or any third party; or
  - (b) a Force Majeure Event

## 8 TERMINATION

- 8.1 This Agreement may be terminated by either Party if:
- (a) Either Party is in material breach;
  - (b) Either Party becomes insolvent;
  - (c) There is a Force Majeure Event that continues for 60 days or more; or

## 9 WARRANTY

If these terms and conditions relate to an acquisition by a Consumer as defined in the Australian Consumer Law, then notwithstanding anything else in this document:

- 9.1 BUSS' liability for materials supplied is limited to the manufacturer's warranties. BUSS will make good any defects by repairing or replacing same within a period not exceeding twelve calendar months following completion of Works, provided that:
- (a) defects have arisen solely from faulty materials or workmanship in applying the materials;
  - (b) the materials have not received interference;
  - (c) accidents or improper use of the materials including reagents which have not been approved by BUSS or the manufacturer.

For the sake of clarity, BUSS accepts no liability for materials that have been damaged by the Client or third parties.

- 9.2 Notification of any materials defects must be made in writing by the Client to BUSS within fourteen (14) calendar days of the Client becoming aware of the defect.

## 10. A CAP ON LIABILITY – NO CONSEQUENTIAL LOSS – SERVICES

- 10.1 If this Agreement relates to the acquisition of services other than services ordinarily acquired for personal domestic or household use or consumption and the Client acknowledges and agrees that liability under the Australian Consumer Law with respect to any breach of the guarantees by BUSS is limited to liability to one or more the following:

- (i) the supplying of the Services again, or
- (ii) the payment of the cost of having the Services supplied again.

## 11 INDEMNITY

- 11.1 The Client will indemnify and release BUSS and keep BUSS fully indemnified against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission or wilful misconduct of the Client, its employees, agents or subcontractor or by any breach of its contractual obligation arising out of these Terms and Conditions.

## 12 GOVERNING LAW

- 12.1 This Agreement will be governed by and construed according to the law of the State of Western Australia.

## 13 ASSIGNMENT

- 13.1 This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

### Client Acceptance:

I, \_\_\_\_\_ (print name)  
being an authorised representative of the Client, hereby agree to the Terms and Conditions of this Standard Quotation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date