

TERMS AND CONDITIONS

(These conditions take precedence over all other documentation including head contract & general or special conditions (if applicable) and shall be incorporated in any resulting contract)

Thank you for choosing Hitech Industrial Services Industrial Services Pty Ltd (ABN 88 052 482 032) (**Hitech Industrial Services**) as your provider of the Services. The terms and conditions that are set out in this document are those under which Hitech Industrial Services may provide the Services to You. This document therefore constitutes a legally binding contract between Hitech Industrial Services and You.

In these terms and conditions:

“**Quote**” means any quote rendered to You with respect to the provision of the Services.

“**Variation**” means a change or slight difference in conditions or level within limits of the Services.

“**Services**” means all products/goods and services being provided to You by Hitech Industrial Services in accordance with the Quote (including this document).

“**You, Your or the Customer**” means the customer named in the Quote and any person acting on behalf of that customer to whom the Services are provided.

NOTE:

This Quotation is subject to Hitech Industrial Services equipment and operatives being available for commencement at a mutually agreed commencement date, being undertaken, and completed over a mutually agreed period.

Hitech Industrial Services may make its best endeavors to attend on required dates; however, this may depend on committed workload. Hitech Industrial Services may require a minimum 7-day notification of commencement unless otherwise agreed or stated in the quotation.

Future works are programed based on project timetables so as much noticed as possible is encouraged.

Please note that late cancellation (less than 48-hour notice) may result in standby charges or cancellation costs.

Quotation is valid for a period of 90 days from date of submission, unless otherwise agreed or stated in the quotation.

DISCLAIMER

This document and any oral presentation accompanying it has been prepared in good faith. However, no express or implied warranty is given as to the accuracy or completeness of the information in this document. No responsibility is assumed for any reliance on this document should the scope of works change from that provided.

CONFIDENTIALITY

Quotation documents are only for the purpose of enabling clients to make an informed decision regarding Hitech Industrial Services Industrial Services in response thereto. The information contained or referred to in the Quotation documents, is confidential and must not be disclosed or released for any other use or purpose.

ACCEPTANCE

Hitech Industrial Services may only accept a written confirmation of this quote by Company Order or email/mail which may authorize commencement of the project and having accepted the Terms and Conditions of this quote.

1. Reassessment of quote and pricing

Hitech Industrial Services reserves the right to re-assess any Quote provided to You if:

- a) concrete hardness exceeds the strength that is notified by You to Hitech Industrial Services.
- b) once the Services have commenced, reinforcement has less than 100mm center to center spacing; or
- c) cutting of concrete commences and river rock is found to be used as aggregate,

or as otherwise determined by Hitech Industrial Services from time to time. Hitech Industrial Services may inform You as soon as possible if there is a variation to the pricing of the Services being provided.

Please note that Hitech Industrial Services may not be responsible for the cleanup of any area after it concludes providing the Services.

2. Extra costs may apply.

- a) In addition to any price provided in a Quote, additional amounts may be payable by You if:
 - i) the location of cutting exceeds 80 metres from the pumping unit and compressor in which case an extra charge per metre of water blasting hoses and breathing hose may apply.
 - ii) the pump cannot be placed within 40 metres of a water supply outlet in which case there may be an extra charge per additional metre however You can supply additional hosing provided that it meets the requirements of Hitech Industrial Services; and
 - iii) Hitech Industrial Services supplies water through a standpipe in which case there may be a charge for standpipe and per kiloliter of water used.
- b) If Hitech Industrial Services is stood down and cannot perform the Services due to reasons outside of its reasonable control, then you may incur another Mobilisation/Demobilisation charge.
- c) If the pre agreed removal rate of concrete is suspended or hindered in any way due to no fault of Hitech Industrial Services, then an additional pre-determined rate for remedial work may apply and which is a genuine estimate of the damages and losses Hitech Industrial Services may suffer.
- d) If Hitech Industrial Services cannot perform the Services due to:
 - i) harsh weather / rain days/rained off job or access to site.
 - ii) insufficient water supply/ poor water pressure.
 - iii) stopped for engineering inspections or held up by client inspection.
 - iv) other subcontractors/persons being present within the relevant safe work area.
 - v) setting up of encapsulation or moving encapsulation.
 - vi) refueling of compressor /lighting towers or not supplying a pump to control water build up in area etc.
 - vii) scaffolding being erected or platforms being erected or moved by You stopping us from working.
 - viii) ship docking at wharf so prevents us working or small craft not there to move us around under wharf.or any hold up that stops us removing concrete with the water jet caused by you then You must pay an additional stand by charge.

3. Payment terms

- a) Hitech Industrial Services may request that you pay a deposit before it commences providing the Services. If it does, then you must pay that deposit prior to the provision of any Services.
- b) Hitech Industrial Services may issue a tax invoice with respect to the provision of the Services provided. After you/your company has been awarded * **Approved Credit Status** by Hitech Industrial Services Industrial Services., Unless otherwise agreed in writing, you must pay each invoice issued by Hitech Industrial Services within **thirty (30) days** of the date of each invoice/claim. All payment schedules are under the Building and Construction Industry Security of Payment Acts in NSW, QLD, VIC, ACT, SA, WA &NT.
- c) If You fail to pay any amount referred to in the document by the time(s) requested by Hitech Industrial Services, then Hitech Industrial Services may cease providing the Services and no claim can be made against Hitech Industrial Services in the event it exercises its rights under this clause.
- d) Hitech Industrial Services may charge You interest at the rate of 10% per annum on the outstanding amount (calculated on a daily basis) if You fail to pay any amount under this document by the due date.
- e) Unless otherwise stated, the amounts payable by you are inclusive of all taxes and levies (including GST). You must also pay GST in addition to any amount payable by you under this document.
- f) Any Cost incurred by Hitech Industrial Services in recovering moneys owed outside normal trading terms may be charged to you/your company.

4. Liability is limited.

- a) All terms, conditions or warranties that may be implied into this document statutory or otherwise, relating to the supply of the Services are excluded to the fullest extent permitted by law. To the extent permitted by law and notwithstanding any other term of this document, Hitech Industrial Services' liability under this document is limited, at its discretion, to resupply of the Services or a partial refund of the monies paid by you with respect to the Services.
- b) Hitech Industrial Services may not be liable for any indirect, consequential, or punitive damages (including but not limited to loss of profit or disruption to business) arising in the course of supplying the Services. Furthermore, Hitech Industrial Services may not be liable for, and You release Hitech Industrial Services against all claims (of nature whatsoever) with respect to the provision of the Services.
- c) You indemnify Hitech Industrial Services against any claim:
 - i) Relating to the proper performance of the Services by Hitech Industrial Services; or
 - ii) Resulting from Your mayful or negligent act or omission or any breach of this document by You.

5. PPSA

- a) To secure payment of all monies payable by You and for performance of Your obligations under this document, you grant a security interest in all of your present and after-acquired property to Hitech Industrial Services.
- b) You acknowledge and agree that:
 - i) this document constitutes a “security agreement” for the purposes of the *Personal Properties and Securities Act 2009* (Cth) (**PPSA**).
 - ii) You may sign any further documents and/or provide any further information (which information You warrant to be complete, accurate and up-to-date in all respects) which Hitech Industrial Services may reasonably require to enable perfection of its security interest or registration of a financing statement or financing change statement on the Personal Properties and Securities Register (**PPSR**);
 - iii) You must pay all costs incurred by Hitech Industrial Services in the event it elects to register its security interest (including registering a financing change statement) on the PPSR.
 - iv) You waive any rights that You may have had under section 115 of the PPSA upon enforcement; and
 - v) You waive your rights to receive notices under sections 95, 118, 121(4), 130, 132(3) (d) and 132 of the PPSA including the right to receive a verification statement in accordance with section 157 of that Act.

6. Security and charge

- a) Where You and/or the Guarantor (if any) is the owner of land or any other asset capable of being charged, both You and/or the Guarantor charge all of your rights, title and interest in those lands to Hitech Industrial Services to secure the performance of the obligations imposed on You and the Guarantor under this document.
- b) You and/or the Guarantor acknowledge and agree that Hitech Industrial Services may be entitled to lodge a caveat to secure Hitech Industrial Services’s interest under this document and which may be withdrawn once all payments and other obligations imposed on you and/or the Guarantor (including the cost of registering the caveat) have been respectively paid and met.

7. Guarantee and indemnity.

- a) This clause 7 only applies where the Customer is a company or other incorporated body.
- b) If there are two (2) or more Guarantors who sign this document, then a liability of those parties under this document is a joint liability of all of them and a several liability of each of them.
- c) The Guarantor irrevocably and unconditionally:
 - a) guarantees to Hitech Industrial Services, the Customer’s due and punctual payment of all monies owing to Hitech Industrial Services with respect to the Services and the performance of all obligations imposed on the Customer under this document; and
 - b) indemnifies Hitech Industrial Services against all loss, costs, damages, expenses, taxes, and other charges suffered or incurred by Hitech Industrial Services as a consequence of the Customer’s failure to pay any amount under this document to Hitech Industrial Services or otherwise the Customer’s failure to comply with the terms of this document.
- c) Hitech Industrial Services is not obliged to take any action against any person or under any security prior to claiming from the Guarantor.

8. Termination

- a) The following events constitute an Event of Default:
 - i) You or the Company fails to pay any amount to Hitech Industrial Services by the due date for payment.
 - ii) You or the company become bankrupt or are put into liquidation or any other insolvency event affects You or
 - iii) Provision may be severed and the remainder of the provisions of this document may continue and have full force and the Guarantor.
 - iv) You or the Company breach any other term of this document and fail to rectify that breach by the time stated by Hitech Industrial Services.
- b) If an Event of Default occurs, then Hitech Industrial Services (at its discretion) may:
 - i) Suspend providing the Services to You.
 - ii) Require payment in cleared funds on an upfront basis before proceeding to provide the Services; and/or
 - iii) Sue You for breach of contract and exercise any other right Hitech Industrial Services may possess at law.

9. General provisions

- a) All terms, conditions or warranties that may be implied into this document statutory or otherwise, relating to the supply of the Services are excluded to the fullest extent permitted by law. No warranties are given by Hitech Industrial Services in relation to the Services other than those implied by law.

- b) This document may only be amended or supplemented in writing signed by the parties.
- c) This document is the entire agreement of the parties on the subject matter. All representations, communications, and prior agreements in relation to the subject matter are merged in and superseded by this document.
- d) Hitech Industrial Services may assign its rights and obligations under this document by notice in writing to You. You cannot assign your rights and obligations under this document without the prior written consent of Hitech Industrial Services.
- e) The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right.
- f) The law in force in the State of New South Wales, Australia governs this document. The parties submit to the exclusive jurisdiction of the courts of New South Wales.
- g) Hitech Industrial Services may, at any time, by prior notice in writing, change the terms and conditions set out in this document.
- h) If any term or provision of this document is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction such effect.

*Refer to the Hitech Industrial Services Industrial Services Credit Application for **Approved Credit Status** procedure