

Conditions of Sale

1. Issuing a Quarry Weighbridge Docket

- 1.1. All conditions listed in the Conundrum Holdings Pty Ltd's *Conditions for Ordering Materials* [CH 21.vii.0285] document must be complied with before a *Quarry Weighbridge Docket* [CH 22.i.0050] can be issued.
- 1.2. The Weighbridge Officer and the driver carting the material must sign the Conundrum's Copy of the *Quarry Weighbridge Docket* [CH 21.i.0050] before the load is allowed to leave.
- 1.3. Docket numbers will be displayed on monthly *Tax Invoices* [CH 21.v.0047].

2. Material and Cartage Pricing

- 2.1. Conundrum Holdings Pty Ltd reserves the right to review its material price and cartage structure at any time by giving 30 days written notice.
- 2.2. Due to fuel price volatility, cartage service charges will not be fixed in relation to any quotation or supply agreement. Any information given about cartage service charge is current at that time and may be subject to change during a supply period.

3. Ordering and Testing

- 3.1. To ensure deliveries arrive on time, 24 hours notice is required when placing an order.
- 3.2. A minimum of 10 working days notice may be required before the dispatch of quarry material can commence where the required testing frequencies are outside of the *Schedule of Methods and Frequencies for Tests Performed on Conundrum Holdings Pty Ltd Products* [CH 19.ii.0200].
- 3.3. Conundrum Holdings Pty Ltd will not be liable in any way for any costs associated with delays, failure or inability to supply or deliver, no matter how the circumstances arise.
- 3.4. Conundrum Holdings Pty Ltd warrants that all materials supplied comply with stated specifications at the time of dispatch.

4. Compliance Obligations

- 4.1. All deliveries and ex bin loads must comply with the *Road Safety Act 1986*, the *Occupational Health & Safety Act 2004*, the *Environment Protection Act 1970* and all subordinate legislation, particularly chain of responsibility and fatigue management provisions, and the requirements of all other relevant Acts and Regulations.
- 4.2. All drivers must take appropriate rest breaks and complete a Work Diary/Log Book where necessary as per the *Victorian Road Safety Act 1986*.
- 4.3. Conundrum Holdings Pty Ltd reserves the right to refuse to load or dispatch any vehicle where the driver is or could be contravening any of the above mentioned legislation and may undertake a documented assessment of the driver at the discretion of the Weighbridge Officer if their behaviour/appearance is of concern.
- 4.4. All drivers picking up material must comply with all site signage including speed limits, wearing appropriate clothing and PPE, etc. along with any directions given by the loader operator or any other Conundrum Holdings Pty Ltd employee. No driver is permitted to exit their vehicle in the loading area.
- 4.5. Under no circumstances are drivers permitted to use a mobile phone whilst operating a vehicle.
- 4.6. Under no circumstances are drivers permitted on site if they are aware of any loss or restrictions to their licence.
- 4.7. Under no circumstances are passengers/children permitted on site without the permission of the Weighbridge Officer, such passengers are not permitted to exit the vehicle at any time, except to complete the *Register for Visitors* [CH 4.iii.1445].
- 4.8. Under no circumstances will vehicles be permitted to leave the premises in excess of their Gross Vehicle Mass. Any driver who attempts to manipulate the reading on the weighbridge will not be permitted to return to a Conundrum Holdings Pty Ltd site.
- 4.9. If overloaded you must proceed to the nominated tip off area to remove some of the material.
- 4.10. You are only permitted to return to the loading area for additional material if you are underloaded by more than one tonne at Northern Quarries and by more than 600kg at Stawell Quarry.
- 4.11. All drivers must ensure their load is safe, central and stable before accepting full responsibility by signing the *Quarry Weighbridge Docket* [CH 21.i.0050]. Conundrum Holdings Pty Ltd will not be liable in any way whatsoever once the vehicle has left the compound.
- 4.12. Under no circumstances will drivers be permitted to climb into the body of their vehicle to level out a load, shovel off material, etc.

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Date printed: 18 Dec 2012	Page 1 of 2	Form: 0207

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- 4.13. Any spillage of product off site must be reported to VicRoads and/or other relevant authorities and all costs associated with the clean-up will be born by the transport owner/driver. In such cases the vehicle will not be permitted on a Conundrum Holdings Pty Ltd site until any necessary vehicle maintenance or safety checks have been carried out as required by VicRoads or Conundrum Holdings Pty Ltd.
- 4.14. The customer warrants that following the supply of materials, Conundrum Holdings Pty Ltd is not liable to any party as a result of any actions which may be taken by the customer, its servants or agents, or third parties, which results in altering the specifications of the materials.

5. Deliveries

- 5.1. Deliveries will not be tipped off until the customer has confirmed it as being acceptable by signing the Conundrum's Copy of the *Quarry Weighbridge Docket* [CH 21.i.0050].
- 5.2. The customer is to be held responsible for and must manage the placement of all materials and any events or costs that transpire as a result of their directions.
- 5.3. The customer is to be held responsible for any events or costs that transpire if a driver is instructed to drive their vehicle over a footpath, crossover or any other structure.
- 5.4. Authorised Cartage Contractors can refuse to tip off loads at their discretion if the ground area or environmental conditions are, in their opinion, unsafe to do so.
- 5.5. Under no circumstances is material to be tipped in nominated "No Go Zones" as per AS/NZS 3000-2007.
- 5.6. Under no circumstances are Authorised Cartage Contractors obligated to spread their loads for the customer.
- 5.7. Where customers have indicated that material deliveries will be to unattended sites, customers must advise of any specific material placement requirements and ensure the site is safe, clean and prepared to accept unsupervised material deliveries. In this case Conundrum Holdings Pty Ltd will forward the *Quarry Weighbridge Docket* [CH 21.i.0050] to the customer's accounts payable department.
- 5.8. Standby charges will be applied to those customers who cause or request that a delivery be held up for more than 15 minutes from the time of arrival.
- 5.9. At the point of delivery the customer accepts liability for the safe custody of materials, and to keep them in a condition to be used in the manner accepted by industry standards. This extends particularly to cement treated materials and crushed rock that can be affected by the passage of time or the addition of water or other additives.

6. Accounts

- 6.1. The customer must collect and ensure that all *Quarry Weighbridge Dockets* [CH 21.i.0050] are promptly supplied to their accounts payable department.
- 6.2. It is the customer's responsibility to request and distribute the *Material Safety Data Sheet - Quarry and Sand Products* [CH 4.vi.0203] and/or *Warning Sheet - Working Safely with Concrete and Quarry Products* [CH 4.vi.0206] to applicable people within the workplace. These documents are available to download from www.conholdings.com.au.

7. Cancellations

- 7.1. Cancellation of a cement treated order once production has begun will result in a Plant Wash Out fee being applied to the customer if the minimum order of 150 tonnes is yet to be produced. Furthermore, any cement treated material already produced at the time of the cancellation will be invoiced regardless of whether or not the customer is able to accept the material.
- 7.2. The full charge of the cartage plus an additional returned load fee will be applied to those customers who cause or request that a delivery be returned.

8. Acceptance of Inward Recyclable Materials

- 8.1. Conundrum Holdings Pty Ltd reserves the right to refuse any inward material for any reason. Under no circumstances will Conundrum Holdings Pty Ltd accept materials containing asbestos or any other contaminants. The Environmental Protection Authority (EPA) or other relevant authorities will be contacted if there is any doubt about the delivered material.
- 8.2. The person delivering the material will be responsible to supply Conundrum Holdings Pty Ltd with EPA or other relevant authorities' tests results for materials where they have been part of a previous commercial activity, (i.e. asbestos materials from buildings and hazardous material from fuel depot sites).
- 8.3. Any costs or liabilities involving the management and resolution to prove, remove or treat any contaminated material from a Conundrum Holdings Pty Ltd site and dispose of it as seen fit by the relevant authorities will be born by the customer and/or the transport owner. Conundrum Holdings Pty Ltd will require the address of the site from where the materials came from, and the name and address of those responsible for that site.

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