

Conditions of Sale – Concrete Plant

1. Issuing a Concrete Dispatch Docket

- 1.1. The following information must be provided to Conundrum Holdings' representative when requesting a quote or placing an order; Conundrum Holdings Pty Ltd will not be held liable for any inaccurate selection or deficient specification of products or services. Information required includes:
 - Company, accounts and site contact name and phone number, email,
 - Who is responsible for payment, preferred payment method and purchase order (if applicable),
 - Required product including quantity in m3 (min 0.5m3), strength, aggregate size, grade, slump,
 - Required admixtures, and
 - Delivery details including address, vehicle size (mini-mix, single or twin steer), date/time and load spacing.
- 1.2. Dockets will be provided to the customer upon arrival on-site.
- 1.3. Docket numbers will be displayed on *Tax Invoices* [CH 21.v.0047].

2. Pricing

- 2.1. Conundrum Holdings Pty Ltd reserves the right to review its pricing at any time by giving 30 days written notice.
- 2.2. Quotations remain valid for 30 days from date of issue.
- 2.3. The customer may be charged services and charges without further notice as detailed in the *Concrete Services & Charges* [CH 21.ii.0348]. This includes out of hours delivery fees, standby fees, environmental charges, cancellations, short load fees and charges for various additives.
- 2.4. Standby charges will be applied where a delivery is held on site for more than 30 minutes (45 minutes for twin steers) from the time of arrival.

3. Ordering & Testing

- 3.1. To ensure deliveries are 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 concrete 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. Decorative concretes (i.e. coloured, stencilled, exposed or polished) are not subject to any Australian Standard and therefore are not covered by the above warranty.

4. Compliance Obligations – if Customer's Agitator

- 4.1. All loads must comply with the *Road Safety Act 1986*, *Occupational Health & Safety Act 2004*, the *Environment Protection Act 1970*, the *National Heavy Vehicle Law Act 2018* and subordinate legislation, particularly chain of responsibility and fatigue management provisions, and the requirements of all other relevant Acts and Regulations.
- 4.2. Heavy vehicle drivers are not allowed to drive or work more than the maximum work hours or rest less than the minimum rest hours in a certain period set out by law. A National Driver Work Diary can ensure compliance of this and may be called upon by the Batch Plant Operator.
- 4.3. All loads must comply with the *Conundrum Holdings Pty Ltd Terms & Conditions of Trade* [CH 21.vii.1020].
- 4.4. 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 relevant legislation and may undertake a documented assessment of the driver at the discretion of the Batch Plant Officer if their behaviour/appearance is of concern.

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5. Compliance Obligations - Customer

5.1. 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.

6. Deliveries

- 6.1. Pre-mixed concrete will not be discharged until the customer has confirmed it is matching their order by viewing the *Concrete Dispatch Docket* [CH 21.i.0054].
- 6.2. If the customer requests additional water be added to the concrete on-site, the amount added must be recorded on Conundrum's copy of the *Concrete Dispatch Docket* [CH 21.i.0054].
- 6.3. By signing Conundrum's copy of the *Concrete Dispatch Docket* [CH 21.i.0054], the customer acknowledges the amount of water or chemical additives added on site and times of arrival and completion of discharge, as recorded by the Concrete Agitator Driver, to be correct.
- 6.4. 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.
- 6.5. Concrete Agitator Drivers can refuse to tip off loads at their discretion if the ground area or environmental conditions are, in their opinion, unsafe to do so.
- 6.6. 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 concrete and cement treated materials as these can be affected by the elapse of time, the addition of water or other additives.

7. Product Information – Hazardous Substances

- 7.1. Exposure to cement dust or dust from certain quarry products can result in exposure to Respirable Crystalline Silica Dust (RCSD). Ongoing exposure to RCSD at levels about Safe Work Australia's exposure standard can lead to respiratory disease. Further information is available in the SDS and *Working Safely with Concrete and Quarry Products* referenced below.
- 7.2. It is the customer's responsibility to request and distribute the *Safety Data Sheet - Pre-Mixed Concrete* [CH 4.vi.0204] and/or *Warning Sheet - Working Safely with Concrete and Quarry Products* [CH 4.vi.0206] to applicable people within the workplace. These are available from www.conholdings.com.au.

8. Accounts

- 8.1. Unless specifically organised, payments in full must be made prior to batching commencing.
- 8.2. The customer must collect and ensure that all *Concrete Dispatch Dockets* [CH 21.i.0054] are promptly supplied to their accounts payable department.

9. Cancellations

- 9.1. Cancellations made after an order has been loaded into the truck will be invoiced regardless of whether the customer is able to accept the material.
- 9.2. 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 unless proven to be outside the ordered specifications.

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