

# Conditions of Sale

## 1. Issuing a Quarry Weighbridge 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 tonnes, size, class or other specification,
  - Required wet or cement treatment, and
  - Delivery details including address, vehicle (truck only or truck & trailer), date/time and load spacing.
- 1.2. Dockets will be made available to the Truck Driver prior to leaving the site, and at the customer's request will be also sent via email.
- 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 material price and cartage structure at any time by giving 30 days written notice.
- 2.2. Quotations remain valid for 30 days from date of issue. 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 charges is current at that time and may be subject to change during a supply period.
- 2.3. Additional fees may arise without further notice due to adjustments in services and charges as outlined in the *Quarry Services & Charges* [CH 21.ii.0359]. This includes short load ex-bin or delivery, standby fees, environmental charges, and cancellations.
- 2.4. Standby charges will be applied where a delivery is held up for more than 15 minutes from the time of arrival.

## 3. Ordering & 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 specifications at time of dispatch.

## 4. Compliance Obligations

- 4.1. All loads must comply with the *Road Safety Act 1986*, *Occupational Health & Safety Act 2004*, the *Environment Protection Act 2017*, the *Heavy Vehicle National Law (Victoria)*, particularly chain of responsibility and fatigue management provisions, and the requirements of all other relevant Acts and Regulations.
- 4.2. 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.
- 4.3. All loads must comply with the *Conundrum Holdings Pty Ltd Terms & Conditions of Trade* [CH 21.vii.1020].

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Conundrum Holdings enforces strict sanctions on drivers arriving with loads exceeding the GVM/GCM as per *Heavy Vehicle National Law (Victoria)*.

## 5. Transport

- 5.1. 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 Conundrum Holdings Pty Ltd may call upon it.
- 5.2. 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.
- 5.3. All drivers must carry copies of their Licences, registration and NHVR documentation and vehicles require public liability; with documents made available on request by Conundrum Holdings Pty Ltd.
- 5.4. All vehicles must be well maintained and in a roadworthy condition.
- 5.5. All vehicles are strongly encouraged to have the following equipment – UHF or CB radio, a dash camera, and first aid kit and fire extinguisher.
- 5.6. All drivers picking up material must comply with all site signage (i.e. speed limits, wearing appropriate clothing and PPE), and all directions given by the loader operator or any other Conundrum Holdings Pty Ltd employee. No driver is permitted to exit their vehicle in loading area.
- 5.7. All drivers picking up material must ensure their tailgates are secure and tarps are rolled back prior to entering the loading area.
- 5.8. Under no circumstances are drivers permitted to use a mobile phone whilst operating a vehicle.
- 5.9. Under no circumstances are drivers permitted on site if they are aware of any loss or restrictions to their licence.
- 5.10. Under no circumstances are the consumption, sale, possession or distribution of alcohol or illicit drugs permitted on any Conundrum Holdings Pty Ltd work site.
- 5.11. 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].
- 5.12. 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.
- 5.13. If overloaded, you must proceed to the nominated tip off area to remove some of the material.
- 5.14. You are only permitted to return to the loading area for additional material if you are under loaded by more than one tonne at Northern Quarries and by more than 600kg at Stawell Quarry. At Stawell Quarry, top ups for drivers underloaded by 600kg-1000kg is at the discretion of the WBO and can only be approved if there are no other trucks in the loading area.
- 5.15. All drivers must ensure their load is safe, central, stable and complying with axle weight limits 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.
- 5.16. Under no circumstances will drivers be permitted to climb into the body of their vehicle, stand on draw bar or tyres to inspect loads to level out a load, shovel off material, etc.
- 5.17. All vehicles carting large materials (56mm or larger) must have their tailgate lever locking mechanism secured with a chain, ring or other approved locking mechanism such as the use of spreading chains on the tightest link.

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- 5.18. 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 borne by the transport owner/driver. In such cases the vehicle will not be permitted on a Conundrum Holdings Pty Ltd site until any vehicle maintenance or safety checks have been carried out as required by VicRoads or Conundrum Holdings Pty Ltd.

## 6. Deliveries

- 6.1. Customer job sites must have a safe site delivery management plan in place to mitigate risks involved in accepting the delivery of quarry products and ensuring safe entry and exit to the job site.
- 6.2. Drivers reserve the right to refuse to tip off when it is deemed unsafe (i.e. within exclusion zones) or illegal (i.e. on nature strips) subject to confirmation with the Weighbridge Officer. Photos will be used as a reference tool.
- 6.3. Deliveries will not be tipped off until the customer has confirmed it as being acceptable by signing Conundrum's copy of the *Quarry Weighbridge Docket* [CH 21.i.0050].
- 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. 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.
- 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 cement treated materials and crushed rock that can be affected by the passage of time or 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 *Safety Data Sheet* 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 - 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 are available from [www.conholdings.com.au](http://www.conholdings.com.au).

## 8. Accounts

- 8.1. The customer must collect and ensure that all *Quarry Weighbridge Dockets* [CH 21.i.0050] are promptly supplied to their accounts payable department.

## 9. Cancellations

- 9.1. 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 the customer is able to accept the material or not.
- 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.

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