

## 1. Definitions

“T & P Steel” means NIL GROUP PTY LTD T/A T & P Steel Fabrications, its successors and assigns or any person acting on behalf of and with the authority of NIL GROUP PTY LTD T/A T & P Steel Fabrications.

“Client” means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.

“Goods” means all Goods or Services supplied by T & P Steel to the Client at the Client’s request from time to time (where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other).

“Price” means the Price payable for the Goods as agreed between T & P Steel and the Client in accordance with clause 4

## 2. Acceptance

The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for Goods, or accepts Delivery.

These terms and conditions may only be amended with T & P Steel’s consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and T & P Steel, including any conflicting terms which shall be set aside and negotiated between the Client and T & P Steel separately to this agreement.

Dimensions and specifications contained or referred to in any agreement or in any publications maintained or issued by T & P Steel are estimates only. Unless otherwise expressly agreed in writing by T & P Steel, it is not a condition of any agreement that the Goods will correspond precisely with such dimensions and specifications, and customary or reasonable tolerances will be allowed.

Neither T & P Steel, nor any of its employees or agents, warrant or guarantee the accuracy or completeness of any information provided to the Client. The Client undertakes that all matters relevant to the supply of the Goods hereunder are to the Client’s satisfaction, and in doing so, the Client acknowledges that in deciding to purchase the Goods hereunder that:

they have relied on their own skill, inspection and judgement;

they have not relied on any statement made by T & P Steel or its employees or agents;

they assume the risk of mistake in relation to the information provided.

Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

### **3. Change in Control**

The Client shall give T & P Steel not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by T & P Steel as a result of the Client's failure to comply with this clause.

### **4. Price and Payment**

At T & P Steel's sole discretion the Price shall be either: as indicated on any invoice provided by T & P Steel to the Client; or

T & P Steel's quoted price (subject to clause 2) which is based upon rates and costs at the date of the quotation, and will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

T & P Steel reserves the right to change the Price:

if a variation to the Goods which are to be supplied (including any applicable plans or specifications) is requested; or where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, safety considerations, prerequisite work by any third party not being completed, inaccurate structural measurements provided by the Client, change of design, etc.) which are only discovered on commencement of the Services; or in the event of increases to T & P Steel in the costs of supply and/or production of the Goods (Including fluctuations in currency exchange rates and steel prices, etc.), and/or Delivery, due to circumstances beyond the reasonable control of T & P Steel.

At T & P Steel's sole discretion, a non-refundable deposit may be required.

Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by T & P Steel, which may be:

on, or before, Delivery;

by way of instalments/progress payments in accordance with T & P Steel's payment schedule;

thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;

the date specified on any invoice or other form as being the date for payment; or

failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client to T & P Steel.

Payment may be made by cash, electronic/on-line banking, credit card (plus a surcharge of up to two percent (2%) of the Price), or by any other method as agreed to between the Client and T & P Steel.

Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to T & P Steel an amount equal to any GST T & P Steel must pay for any supply by T & P Steel under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

Receipt by T & P Steel of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then T & P Steel's rights and ownership in respect of the Goods, and this agreement, shall continue.

## **5. Delivery**

Delivery of the Goods ("Delivery") is taken to occur at the time that:

the Client or the Client's nominated carrier takes possession of the Goods at T & P Steel's address; or

T & P Steel (or T & P Steel's nominated carrier) delivers the Goods to the Client's nominated site, even if the Client is not present thereat.

At T & P Steel's sole discretion, the cost of Delivery is in addition to the Price.

The Client must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. In the event that the Client is unable, fails or refuses (or makes any indication of their intention to fail or refuse) to take or accept Delivery within seven (7) days of T & P Steel advising the Client that the Goods are ready for Delivery, then the Goods shall be deemed to have been delivered when T & P Steel was willing to deliver them, and T & P Steel shall be entitled to charge a reasonable fee for redelivery and/or storage fees. Should T & P Steel need to store the Goods offsite, the Goods are stored at the Client's sole risk and T & P Steel shall not be responsible for any corrosion, water damage or other environmental effects to the Goods.

T & P Steel may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

Any time or date given by T & P Steel to the Client is an estimate only. The Client must still accept Delivery even if late and T & P Steel will not be liable for any loss or damage incurred by the Client as a result of the Delivery being late.

## **6. Risk**

Risk of damage to, or loss, or deterioration of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery..