

# CONDITIONS OF QUOTATION

## Master Agreement of Terms

1.1. For full terms and conditions attaching to this Quotation please see Application for Credit (if applicable) and Master Agreement of Terms available at <http://polylec.net/terms-of-trade/>

1.2. Below is an extract of some of the key points contained in the Master Agreement of Terms.

### 2. Formation of Agreement and Cooling Off Period (clause 3 of Master Agreement of Terms)

2.1. The Customer may accept a Quotation including by signing and returning a copy of a Quotation to the Contractor or otherwise acknowledging and agreeing to the terms of a Quotation (an "Order").

2.2. The parties will be deemed to have formed a Contract on the terms of this Agreement together with a Quotation, upon communication to the Contractor of acceptance by the Customer of a Quotation and the Customer will be bound by this Agreement. Acceptance of a Quotation may be by any one of the following ways:-

- (a) The Customer signing and returning a copy of the Quotation and/or this Agreement to the Contractor; or
- (b) The Customer signing and sending to the Contractor a copy of the signed Quotation and/or Agreement by facsimile or electronic transmission; or
- (c) The Customer verbally advising the Contractor that the Customer accepts the Quotation and/or Agreement; or
- (d) The Customer, by conduct, such as giving us instructions after receiving the Agreement from the Contractor or by failing to advise the Contractor within a reasonable time of the offer that it does not agree to the terms of the Quotation and/or this Agreement; or
- (e) Providing the Contractor with the Customer's order form (or equivalent); or

2.3. Whether or not the Customer has executed this Agreement, if the Customer provides the Contractor with its purchase order in any of the ways mentioned in clause 3, the Customer is deemed to have agreed to and be bound by the terms contained in this Agreement.

### 3. Progress Payments (clause 5 of Master Agreement of Terms)

3.1. The Customer must pay the progress claim within seven (7) days of submission of the progress claim.

3.2. Should the Customer neglect or refuse to pay the amount of any progress claim by the due date, then the Contractor may, at its option, with or without notice to the Customer, suspend performance of the Works until such payment has been received in full.

3.3. The Contractor shall be entitled to charge interest on any moneys not paid when due, calculated in accordance with Section 67P(3)(a) of the *Queensland Building Services Authority Act 1991* (Qld) or at the election of the Contractor, at the rate of twenty-four percent (24%) per annum, calculated at two percent (2%) per month on outstanding balances (including on any unpaid interest), whichever the Contractor elects to use.

3.4. All fees incurred by the Contractor in recovering unpaid amounts payable by the Customer will be payable by the Customer including legal fees on an indemnity basis.

### 4. Access and Information (clause 17 of Master Agreement of Terms)

4.1. Any Completion Date stated in a Quotation is an estimate only. The Contractor will not be liable for any delays in completion or late delivery and will not be liable for any loss, damage or delay occasioned by the Customer or any other persons arising from the late completion or delivery.

### 5. Damages and Liability (clause 20 of Master Agreement of Terms)

5.1. The Contractor, notwithstanding any right the Customer may have at law or in equity or otherwise under this Agreement, shall not be liable for any loss or damages suffered by the Customer for any economic loss or consequential loss or damage including but not limited to, loss of profits, loss of opportunity or loss of use of the Site (where applicable) or of the benefit of the Works or any part thereof. Where the Customer is a consumer for the purposes of the Australian Consumer Law, consequential loss will be limited to the maximum amount permitted by law.

### 6. Acknowledgements

6.1. This Quotation remains open for the Offer Period specified in the Quotation and attachments to this Quotation form part of it.

6.2. This Quotation and any Security Interest relating to it constitutes an Agreement which incorporates and is governed by all of the provisions of the Master Agreement of Terms between the Contractor and the Customer dated     /     /20     .

6.3. The Customer acknowledges that it has had an opportunity to read the Master Agreement of Terms and agrees to be bound by the Master Agreement of Terms.

6.4. Builder's Note: A Master Agreement of Terms is only required to be signed by you once and it will not be necessary for you to sign another Master Agreement of Terms for subsequent purchase orders unless there have been amendments made to the Master Agreement of Terms.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Print Full Name plus Date of Birth if individual

\_\_\_\_\_  
Signature of authorised representative of Contractor

\_\_\_\_\_  
Signature of Customer (where sole director corporation – signature of sole director and secretary; where multiple director corporation, signature of two directors or one director and secretary)