



## TNC Cranes Pty Ltd – Terms and Conditions

- Our quotation is based on the assumption that the area where the above erection work is to be carried out would be free of obstruction and accessible in normal working hours. No allowance has been made for weekend work or work at night unless otherwise stated.
- Quotations are subject to confirmation on receipt of your order
- An order once accepted by us may not be cancelled or altered except upon terms and conditions satisfactory to us (which, in the case of cancellations, may include payment of a cancellation fee, which includes all expenses incurred by way of labour, materials, services, overhead expenses, fees, duties, taxes and loss of profit
- Should the crane be delayed from despatch from our works after completion due to site delays, an additional charge will be made for expenses incurred.
- These costs include, and are not limited to, preservation and storage of the equipment including any extra labour, transport, crantage and insurance costs
- All the above prices are based on 415 Volt, 3 Phase 50 Hertz A.C and 240Volt AC power being available on site for our use (for small tools and welder only) free of charge, and within 30 metres of the actual work location.
- When installing a crane, to lift the crane onto the runway rails, we require sufficient clearance above the top flange of the crane if the building roof is in place.
- Installation does not include mobile crane and scissor lift hire unless otherwise stated.
- The Occupational Health and Safety Act requires our company to ensure absolute safety at all times as per AS1470-1986 Section 2.

### **Terms of Payment**

- For Contracts/orders over \$20,000.00, progress payments will be required as the work progresses to the extent of 95% of the value of the total contract.
- The first payment will be in the form of a deposit of 30% of the total contract value payable on placement of order.
- The second progress claim will be for an additional 65% of total contract value payable prior to despatch from our works. The balance to full contract value is to be paid on the day of commissioning
- Should the crane be delayed from despatch due to site delays then full payment is to be made within 30 days of completion at our works
- Remainder of payment to be made on completion of project

### Requirements to order a new crane

1. Receipt of an Official Purchase Order, and...
2. Receipt of a signed copy of the Demag General Arrangement Approval drawing, clarifying all of the technical details, and...
3. Receipt of the initial deposit...
  - Time of Completion will begin from whichever is the later above



## Delivery

- Delivery times are quoted in good faith and as accurately as we are able to estimate but are not guaranteed.
- The period quoted for delivery and completion commences after the receipt by us of all particulars, specifications, drawings, technical data, approvals or information affecting the execution of the order
- Delivery times quoted are subject to adjustment due to prior sale of equipment before receipt of order.
- With regard to items quoted which are not of our manufacture, the times quoted are based on the manufacturers promised delivery to us, or upon our estimate of delivery time
- We will not accept liability for penalties, or damages (either direct or indirect) for failure to delivery within the time, or by the dates quoted, unless expressly agreed. Notwithstanding the fact that we do so agree, in no event will we be liable for any delay or failure in delivery if such delay or failure is caused by any act, matter or thing beyond our control
- If the purchaser requests us to postpone delivery of any item and such request is accepted by us, or if the purchaser delays in accepting or fails to accept any item, then:-
  - the purchaser shall pay to and indemnify us from and against all costs, charges and expenses of dismantling, sorting, preserving, transporting and insuring that item and of any cramage, and the risk of any loss of or damage to that item shall be borne by the purchaser; and
  - if we have given any condition or warranty that delivery of that item will be made by a specified time, then that condition or warranty shall become void
- The Purchaser shall inspect the goods immediately upon delivery and/or installation by us and shall within seven days of delivery and/or installation by us give notice in writing of any matter or thing by reason whereof he may allege that the goods are not in accordance with the contract. In case of failure to give such notice, the goods delivered and/or installed by us shall be deemed to be in all respects in accordance with the contract

## PRICE

- The price quoted is subject to withdrawal by us at any time prior to our acceptance of order.
- Prices quoted are subject to our rise and fall provisions. The base date being the date of this quotation.
- All variations in duty and exchange rates or additional taxes or levies to those applicable shall be paid by the purchaser.
- Unless we agree otherwise the price specified does not include the cost of transport, unloading, installation and commissioning.
- GST, if applicable, is additional to the price.
- Prices for installation and commissioning are quoted on the assumptions that:-
  - a) 415V, 3 phase, 50 Hz A.C. power is available at the site where the item is to be used, free and within thirty metres of the work location or site of the item;
  - b) the area where the erection and installation work is to be carried out will be free of obstruction and accessible in normal working hours (which does not include weekends, public holidays or night time) during the period of such erection and installation; and
  - c) should site conditions or circumstances as detailed cause us to incur additional expenses, then these will be to the purchaser's account



## Terms of Payment

- Our terms of payment are thirty (30) days from invoice unless otherwise specifically agreed and acknowledged in writing;
- interest shall accrue and be payable by the purchaser on the total amount due for payment of the total amount outstanding, together with interest thereon to the date of payment, has been made and credited to our bank account without reservation. Such interest being at a rate equivalent to the Commonwealth Bank of Australia Reference Rate calculated on a daily basis; and
- In the event that payment is not satisfactorily made by the purchaser in accordance with the terms hereof, including the payment of interest (if any), and as a result of that default by the purchaser we incur any costs and expenses (including charges by a collection agency and/or legal costs on a solicitor/client basis) then the purchaser shall be liable to pay such costs and expenses as a liquidated sum. A certificate issued by us in relation to such costs and expenses shall, except in the case of manifest error, be conclusive evidence of the cause, reasonableness and amount of the expenditure

## WARRANTIES AND LIABILITY

19 We warrant that in the event of any defect in any item occurring or being discovered within 12 months from the date of delivery to the original purchaser as a result of faulty design, material or workmanship attributable to us, then we shall repair or supply a replacement part at our option, free of charge, provided however that this warranty only applies if:-

- a) neither the item nor the equipment of which that item forms part has been used on other than single shift operation, has been misused or overloaded or used for other than its intended purpose or used by an unauthorised or unqualified person or repaired by an unauthorised or unqualified person.
- b) the purchaser has not been and is not in breach of these General Conditions.
- c) the item has been properly maintained.
- d) unless otherwise agreed by us, defective parts capable of delivery are returned to our works carriage paid.
- e) should we agree to any rectification work on site, this will be performed free of charge but only during normal working hours. The costs associated with any travelling time, travel costs, accommodation and expenses for site work outside capital cities shall be paid by the purchaser;
- f) the defect is not in design or specification specially stipulated or required by the purchaser; and
- g) the purchaser gives us notice of the defect as soon as he becomes aware of it.

Items not manufactured by our or any related company shall only have the benefit of such warranty as Demag or any related company of Demag has from the manufacturer of that item and, then only to the extent that warranty is honoured by that manufacturer.

20 Photographs, illustrations, weights, dimensions and any other particulars given represent generally the relevant goods but are not binding and are subject to alteration without notice by the maker.

21 We will not accept liability for consequential losses, damage or any expenses whatsoever arising out of or in consequence of any fault, defects or breach.

22 The suitability of the purchaser's runways, gantries, buildings, foundations, roof trusses and any other structures is the responsibility of the purchaser.