

## SCHEDULE OF SURCHARGES

Effective 1st November 2015

(Exclusive of GST)

The following surcharges apply to all purchases of concrete –

ITEM	DETAILS / CHARGES		
Normal Opening Hours	Monday to Friday	6.00 am to 4:00 pm	
After Normal Operating Hours Charges  * These operating hours are only possible by prior negotiation.	Monday to Friday	4:00 pm to 6:00 pm	\$10/m <sup>3</sup> (minimum 3m <sup>3</sup> charge)
		6:00 pm to 4:00 am *	\$50/m <sup>3</sup> (minimum 3m <sup>3</sup> charge)
		4:00 am to 6:00 am	\$10/m <sup>3</sup> (minimum 3m <sup>3</sup> charge)
	Saturday	4:00 am to 6:00 am	\$50/m <sup>3</sup> (minimum 3m <sup>3</sup> charge)
		6:00 am to 12:00 pm	\$7/m <sup>3</sup> (minimum 3m <sup>3</sup> charge)
		12:00pm to 4:00 pm	\$30/m <sup>3</sup> (minimum 3m <sup>3</sup> charge)
		After 4:00 pm	\$50/m <sup>3</sup> (minimum 3m <sup>3</sup> charge)
	Sundays & Public Holidays	All other hours	POA
Plant Opening Fee	A minimum charge of \$1500.00 per four hours or part thereof will apply if the plant is required to remain open outside normal opening hours (after normal hour's charges also apply).		
Truck Standby	Where trucks are retained at the request of the customer after normal opening hours for a period of greater than 30 minutes before loading, a charge of \$120 per hour or part thereof will apply.		
Cancellation Fee	A charge of \$700 will apply when a pour greater than 50m <sup>3</sup> is cancelled without sufficient notice. (Notice must be given prior to 3pm the previous day)		
Administration Fee	Re printing, copying or faxing missing delivery dockets or invoices.\$5 per copy or fax		
Waiting Time	Charges apply where a truck is detained by the customer on site beyond a period of 30 minutes from arrival on site	During normal opening hours & Saturday 6:00am to 11:00am	\$2.00 per minute
		Outside normal opening hours	\$4.00 per minute
Minimum Load 3m <sup>3</sup>	Delivery of loads less than 3m <sup>3</sup> will incur a balance surcharge of \$43m <sup>3</sup> or part thereof.		
Deliveries in excess of 15km from plant	Unless specifically detailed to the contrary in our written quotation, deliveries beyond 15km from our plant will incur a surcharge of \$2.0/m <sup>3</sup> /km beyond Zone 15		
10mm Mixes	Extra charge of \$5.00/m <sup>3</sup>		
Reduced Line Pump mix surcharge	Reduced Line Mix Design extra charge of \$10.00/m <sup>3</sup>		
Manual Handling Fee (additives)	Manually added products not supplied by Nucon (such as bagged colour oxide, fibres etc) will incur a fee of \$100 per load.		

Truck Wash Out Fee	If a truck's barrel is required to be thoroughly washed out of colour oxide or any other additive to ensure non-contamination of subsequent loads, a fee of \$60 per load shall apply
Environmental Disposal Fee (returned concrete)	a) loads returned of 0.6m <sup>3</sup> or more will - be invoiced for the returned concrete - incur an environment fee of \$120 per m <sup>3</sup> or part thereof b) Pump discharge into concrete mixer (Blowback) – Nucon do not permit this application due to OH&S requirements.
Accelerator Addition	\$6/m <sup>3</sup> Standard dose (1½ Lt/m <sup>3</sup> ) \$9/m <sup>3</sup> medium dose (2¼ Lt/m <sup>3</sup> ) \$12/m <sup>3</sup> high dose (3 Lt/m <sup>3</sup> )
Pump Aid Addition	\$6/m <sup>3</sup> Standard dose
Retarder Addition	\$6/m <sup>3</sup> Standard dose
Superplasticiser Addition	POA
Concrete Fibres	Novamesh HPP \$38 per bag Other varieties POA
Ex Plant Purchases (Plant Mixing Fee)	Ex plant purchases will incur a plant mixing surcharge of \$50 per load
Waterproofing of Concrete	Where the addition of propriety waterproofing or permeability reducing admixtures are specified, and requested to be included in the concrete mix, Nucon does not accept any responsibility for the effectiveness, or give any guarantee of the waterproofing or impermeability of the concrete, or the structure in which the concrete is placed. <b>Surcharges apply if this application is required.</b>
Exposed Concrete	A variety of mixes and their prices are available. POA The aggregates and other raw materials used to produce exposed aggregate mixes are naturally occurring products and therefore may vary in size, shape and colour. The pump ability of exposed concrete is not guaranteed and we recommend that alternate methods of placement be used (eg Crane and Kibble) unless discussed with your Pumping Contractor.
Coloured Concrete:	A variety of colours and their prices are available. POA There are likely to be variations in the consistency of colours and textures, appearance and quality in the finished product of the cured concrete, as the raw materials used to manufacture the colours in the preparation of the coloured concrete, reproductive processes will alter the actual colours in the concrete products to varying degrees. The colours in brochures provided are therefore indicative only of the finished concrete product, and no guarantee of the colours or textures of the product is given or implied.
Testing	<ul style="list-style-type: none"> <li>• Concrete Testing = 3 Cylinders &amp; 1 Slump</li> <li>• Out of hours testing (Saturday)</li> <li>• Out of hours testing (Sunday &amp; Public Hol.)</li> <li>• Shrinkage Testing</li> <li>• Flexural Testing Test = 3 beams</li> <li>• Extra Slump Testing</li> <li>• Extra Cylinder Testing</li> <li>• Early age pickup &amp; crushing of cylinders</li> </ul> <ul style="list-style-type: none"> <li>• \$165.00 per test</li> <li>• \$200</li> <li>• Price on Application</li> <li>• Price on Application</li> <li>• Price on Application</li> <li>• \$25.00 per slump</li> <li>• \$55.00 per cylinder</li> <li>• \$125.00 per cylinder</li> </ul>
GST	Surcharges detailed above are exclusive of GST

**These surcharges are subject to change without notice**

## NUCON - CONDITIONS OF SALE

1. All concrete is offered for sale under Australian Standard Specification AS 1379, unless otherwise stated on the face of the delivery docket.
2. The concrete supplied is as detailed on the delivery docket. The seller is unable to accept responsibility in respect of strength or any defect which may develop in any concrete supplied if:
  - a. water is added to concrete either before or after discharge from the delivery unit. (Note also that our Drivers have instructions not to add water until docket has been signed as authorisation by the job supervisor).
  - b. an admixture is used in the concrete at the purchaser's request or specification.
  - c. such lack of strength or defect is due to faulty handling, placing or curing by the purchaser.
  - d. such lack of strength or defect is due to faulty or defective job practice by the purchaser. All workmanship shall be in accordance with the requirements of the current Standards Australia codes and all By-Laws and ordinances of the relevant Government authority. This includes:
    - (i) the handling, placing and curing of concrete
    - (ii) correct handling of reinforcement – including sufficient quantity, suitable reinforcement, placement, temperature control and cover;
    - (iii) sufficient jointing.
  - e. such lack of strength or defect is due to the addition or application of colours, oxides or any other surface coating application by the purchaser.
3. The mix ordered will be detailed on the face of the delivery docket and must be checked by the purchaser at the time of delivery for compliance with the job specifications. The seller will not accept responsibility if this check is not made before discharge is commenced.
4. The seller will not recognise test results from concrete supplied by it unless the concrete is sampled at the point of delivery and tested in accordance with Australian Standards Specification AS 1012. Testing will not automatically be carried out, however, if so requested, the seller will institute a test programme which may be at the purchaser's expense. Unless otherwise agreed in writing, charges for this service will be in accordance with the seller's ruling rate for testing at the time of the delivery unless the quotation states otherwise.
5. The seller undertakes to deliver the concrete to the kerb of the job address stated in the Delivery Docket at which point the seller's responsibility will cease. If at the purchaser's request and at its risk it is necessary for a vehicle to cross the footpath or to enter upon private property in the course of effecting delivery, the purchaser will provide safe and adequate access and notwithstanding will pay for all damage to any public or private property and every injury or wrong which may result there from.
6. If the amended order is not received by the seller prior to the actual batching of the concrete, the seller reserves the right to charge for any concrete ordered but which the purchaser is unable to accept delivery. Concrete which is returned from the site due to the purchaser's inability to use the fully quantity ordered will be subject to an additional charge at the seller's ruling rate to cover cartage, handling and disposal costs.
7. The seller will not be liable for the delay in delivery, or non-delivery, resulting from any cause beyond its control, including plant and delivery equipment breakdowns, industrial stoppages, and shortages of raw materials.
8. A period of 30 minutes is allowed for unloading, and detention of the vehicle in excess of this period will be charged at the seller's ruling rate at that time.
9. Prices are based on minimum individual deliveries of three cubic metres. Additional cartage will be charged for loads less than three cubic metres, at the seller's ruling rate at that time.
10. The seller's prices are based on current material, labour and transport costs and will be subject to rise and fall as a result of any change in any of the above conditions.
11. Unless otherwise stated in the quotation, prices are based upon slumps not exceeding 80mm, using 20mm maximum size aggregate. Unless otherwise agreed in writing, a surcharge at the seller's ruling rate will apply for concrete which is ordered to have a slump in excess of 80mm or to contain aggregate less than 20mm in size.
12. Prices quoted are for delivery during normal working hours, ie. 6.00am to 4.00pm Monday to Friday. Deliveries made outside of these hours will be subject to a surcharge at the seller's ruling rate at that time. A minimum surcharge is charged for Saturday deliveries. This rate may change without notice. A higher surcharge is charged for jobs starting on Saturday afternoons or on Sundays, holidays or night work by arrangement according to circumstances.
13. Invoice charges will be based upon the quantity of concrete supplied as per delivery docket. Any claim for alleged short delivery of concrete must be made in writing within seven days of delivery, otherwise it will not be recognised by the seller. In the absence of any claim the purchaser shall be liable to pay for the full quantity of concrete stated in the seller's delivery dockets.
14. Placement of an order either verbally or written based on a quotation implies acceptance of the seller's offer and of these conditions.

15. Where an order is made orally based on a quotation and concrete is delivered then each load delivered shall form a separate and distinct contract which shall be subject to the terms and conditions of the quotation. Where an order is made in writing based on a quotation and involves a series of deliveries, then a contract shall not come into existence until there is an acceptance in writing by the seller provided however that if in the interim, a seller makes delivery of concrete or a series of deliveries prior to acceptance in writing by it of the written order, then each delivery shall constitute a separate and distinct contract which shall be subject to the terms and conditions of the quotation. Each and every contract between seller and purchaser shall be subject only to terms and conditions of the quotation and any variation of these conditions shall not be binding on the seller unless the varied conditions are accepted in writing by the seller.
16. Where a dispute arises between a purchaser and seller as to the performance by either purchaser or seller of any term, warranty or condition of any contract, the seller shall have the right to stop supply pending settlement of the dispute.
17. Unless otherwise agreed in writing the payment for concrete will be cash before delivery unless the purchaser is an "approved account" with the seller. In such cases an approved account will unless otherwise agreed in writing mean that payment is to be made strictly net at thirty days from the end of the month during which the purchases were made. The seller reserves the right at all times to determine that an account which is an "approved account" is no longer so approved. Quotations remain open for acceptance for a maximum period of thirty days and are based on the indicated total quantity of concrete required for the product. Provided always that unless otherwise agreed between the parties in writing deliveries shall commence within a reasonable time after acceptance of the quotation and conditions, and shall entail continuing supply of concrete.  
The seller has the right unless otherwise agreed in writing, to charge interest on overdue accounts at the overdraft rate charged by the sellers banker on amounts of \$100,000. The seller reserves the right to charge a fee for payments by credit cards where the seller incurs an additional cost for credit card payments.
18. Concrete supplied for pumping may be subject to a surcharge and the purchaser must inform the seller when this type of concrete is required.
19. Special concrete for CRITICAL ELEMENTS will be subject to a surcharge and the purchaser must inform the seller when this type of concrete is required.
20. These conditions may be altered only by agreement with the seller. Such alteration must be in writing and be signed by a duly authorised Company Manager. No other employee of the seller, nor any lorry owner driver under contract to the seller, or any other person has any authority to alter any or all of these conditions.
21. Exposed aggregate concrete:
  - a. Crushed aggregate and natural gravels are products of nature and due to their inherent character, variations occur in consistency, appearance, quality and texture.
  - b. Any sample of crushed aggregate or natural gravels shown to you is only indicative and illustrative of the type of finished product and no guarantee is given that the finished product will conform with the sample.
  - c. The concrete supplier takes no responsibility for the placing and specified finish of the product.
  - d. No responsibility will be taken whatsoever should sugar be used at any time in or on the surface of the concrete.
22. Coloured Concrete

Due to regional differences in cement and aggregates, as well as slump and finishing techniques, (such as exposed aggregate and honed finishes), variations to the display colour or colour card can occur. Where an exact colour is essential, representative job samples using the intended raw materials and finishing techniques should be completed and then inspected once the sample has cured for 14-30 days. Please refer to the "Guidelines for Use" Data Sheet (available at [www.concretecoloursystems.com.au](http://www.concretecoloursystems.com.au) or by phoning 1800 077 744) for suggested placement methods.

The driver of this truck in presenting this DELIVERY DOCKET/TAX INVOICE to you is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this DELIVERY DOCKET/TAX INVOICE relieving him and the supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, footpaths, driveways, curbs, etc., by the delivery of his material, and that you also agree to help him remove mud from the wheels of this vehicle so that he will not litter the public street. Further, as additional consideration, by accepting this product you agree to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.
23. All payments under these terms and conditions have been calculated without regard to GST, unless otherwise stated. If the whole or any part of any payment is the consideration for a taxable supply for which the payee is liable to GST, the payer must pay to the payee an additional amount equal to the GST amount, on receipt of a tax invoice. Terms used in this clause have the meaning given to them in the GST Law, as defined in A New Tax System (Goods and Services Tax) Act 1999.
24. The seller shall not in any circumstances be liable for any loss of revenue, income, rents, profits, use, opportunity, productivity, delay costs, liquidated damages or consequential loss incurred by the purchase arising from the supply of the concrete by the seller.