

## Ostojic Group Pty Ltd – Additional Terms & Conditions for the Supply of Concrete and Bulk Goods

*To be read in conjunction with Ostojic's General Terms and Conditions (where applicable)*

### 1. General Risk

- 1.1 Where the Client has supplied materials for Ostojic to complete the Services, the Client acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. Ostojic shall not be responsible for any defects in the Services, any loss or damage to the materials (or any part thereof), howsoever arising from the use of materials supplied by the Client.
- 1.2 The Client acknowledges that Goods supplied may:
  - (a) fade or change colour over time; and
  - (b) expand, contract or distort as a result of exposure to heat, cold, weather; and
  - (c) mark or stain if exposed to certain substances; and
  - (d) be damaged or disfigured by impact or scratching.
- 1.3 The Client acknowledges that Services will be provided in accordance with the relevant SAA Codes (including but not limited to AS 1379:2007, specification and supply of concrete (or amendments there to)).
- 1.4 Goods will be delivered to the roadside adjacent to the delivery site. If at the Client's request, the delivery vehicle leaves the road and enters the delivery site to unload, the Client is responsible for providing suitable and safe access for Ostojic delivery vehicle and Ostojic agents and contractors. In addition the Client agrees to indemnify Ostojic and its agents and contractors for all damage and injury to any person and to any public or private property which may result including any costs associated with enabling the delivery vehicle to leave the site, and the cost of any returned product as a result of the Client failing to provide suitable and safe access to the delivery site.

### 2. Quarry Product Risk

- 2.1 The Client acknowledges that variations of colour, shade and grain are inherent in all natural stone. While every effort will be taken by Ostojic to match size, grade, colour, shade or grain of product, Ostojic shall not be liable for any loss, damages or costs howsoever arising resulting from any variation in size, grade, colour, shading or grain between batches of product or sale samples and the final product supplied.
- 2.2 If quarry products are returned at the Client's request, Ostojic reserves the right to charge for return cartage, handling and disposal costs.

### 3. Concrete Risk

- 3.1 The Client acknowledges that variations of colour and texture are inherent in concrete. Ostojic shall not be liable for any loss, damages or costs howsoever arising resulting from any variation of the colour or texture between different batches of product.
- 3.2 Detailed drawings of any services that will be embedded in the concrete are to be provided to Ostojic prior to commencement of any works. Whilst all due care will be taken no liability will be accepted by Ostojic for damage to the services or any other element embedded in the concrete.
- 3.3 Ostojic gives no guarantee (expressed or implied) as to the length of time the curing process will take and/or against cracking of concrete that may occur naturally in the works such as:
  - (a) hairline cracking of paving and grout; or
  - (b) damage caused by contact with chemicals, solvents, oils or any other substances; or
  - (c) the effects by elements such as heat exposure or wet weather conditions that prolong the curing process.
- 3.4 The Client acknowledges and agrees that it is their responsibility to organise and be liable for all costs associated with protecting the concrete and shall take all reasonable precautions to protect against destruction or damage. In the event that the concrete is destroyed or damaged then the cost of repair or replacement shall be borne by the Client.
- 3.5 Ostojic shall not be liable for any defect in the Works if the Client does not follow Ostojic's recommendation to:
  - (a) water the concrete periodically to limit the risk of possible cracking due to weather conditions;
  - (b) avoid foot traffic and/or any vehicles on the concrete for a minimum of forty-eight (48) hours but preferably seven (7) days;
  - (c) avoid heavy furniture being placed on the concrete area for a minimum of twenty-four (24) hours.
- 3.6 All concrete leaves Ostojic's plant in accordance with the Australian Standards. The Client accepts and acknowledges that Ostojic will not be liable for any additional water or other additives added to the concrete on site.
- 3.7 Where Ostojic gives advice or recommendations to the Client, or the Client's agent, regarding the suitability of the worksite for the laying of concrete slabs, foundations or similar works and such advice or recommendations are not acted upon then Ostojic shall require the Client or their agent to authorise commencement of the works in writing. Ostojic shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the works.
- 3.8 The Client shall supply an area suitable for washing out Ostojic's equipment and for depositing all unused concrete and slurry.
- 3.9 Ostojic reserves the right to charge for return cartage, handling and disposal costs for:
  - (a) any pre-mixed concrete ordered of which the Client does not accept delivery,
  - (b) pre-mixed concrete which is returned from the job site due to the Client being unable to use the full quantity ordered,
  - (c) pre-mixed concrete rejected because the time between batching and discharge is greater than the time permitted by AS 1379-2007, or the specification that covers the project being supplied, provided that the delay was not caused by Ostojic.
- 3.10 Pre-mixed concrete is sold in the plastic state and the subsequent in-situ performance when set is greatly affected by the Client's work practices in handling, placing and curing of the concrete. Ostojic accepts no responsibility for the performance of pre-mixed concrete other than with respect to the criteria specific in AS 1379-2007, and in particular Ostojic accepts no responsibility:
  - (a) if water or any other material is added to the plastic concrete before or after discharge from the delivery vehicle, unless there is prior approval by an authorised representative of Ostojic; or
  - (b) if the Client has a specific pre-mixed concrete mix design other than a mix design devised by Ostojic; or
  - (c) for the surface, texture and colour of hardened pre-mixed concrete, including where the aggregate in the concrete has been exposed by the Client; and for any future colour change or oxidation of aggregates that have been exposed to the atmosphere.

### 4. Measurement of Concreting Work

- 4.1 At the completion of the Services the Client or the representative of the Client shall be in attendance and the work shall then be duly measured. In the absence of either the Client or their representative Ostojic shall carry out the necessary measurements and forward to the Client their calculations. If the Client does not object to the calculations within seven (7) days of receipt of the same then it shall be deemed acceptance of the same and the Services completed.

### 5. Client's Responsibilities

- 5.1 It is the Client's responsibility to:
  - (a) have all areas clean and clear to enable scheduled work to be completed in accordance with the schedule of installation; and
  - (b) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by Ostojic in this regard; and
  - (c) provide adequate dust sheets to protect the Client's furniture and décor. Ostojic will not accept any responsibility for cleaning or repair costs attributed to dust or damage caused by any sanding process. Flaking or crumbling walls should be temporarily covered by the Client, until the coatings are dry; and
  - (d) supply power to within eight (8) metres of the project; and
  - (e) make the premises available on the agreed date and time. If installation is interrupted by the failure of the Client to adhere to the installation schedule agreed to between Ostojic and the Client, any additional costs will be invoiced to the Client as an extra; and
  - (f) clear any vehicles from the proximity of the worksite so as to avoid impact damage from the concrete.
- 5.2 Ostojic is not insured to remove furniture or fittings and will not do so, nor is Ostojic licensed to move gas or electrical appliances.