

## Terms & Conditions

The following terms & conditions relate to this project.

The offer is based on the information provided at the date of quotation.

We reserve the right to renegotiate the order in the event actual requirements on site differ significantly from our original offer.

### **Design**

The design of the system, where applicable, conforms as a minimum with all relevant S.A.A. codes governing such installations

### **Cad**

No allowance in this tender has been made to purchase CAD drawings. All design drawings are to be supplied to Planet in DWG format so we can prepare our shop drawings.

### **Commencement**

Planet Enterprises Aust. Pty Ltd can commence works on site once a letter of intent has been received in our head office.

### **Wages & Working Hours**

Our employees are covered by the CEPU / Planet plumbing group Ltd Enterprise Bargaining Agreement. We have no allowances in our tender for any CEPU EBA wage increases during construction. No allowance has been made for works outside a 6-day week unless we fall behind the construction programme.

### **Site Allowances**

We have made no allowances in our price for any site allowances or any separate rates or conditions applicable to this site unless noted otherwise

### **Construction Programme**

Any reference to programme shall be deemed to mean an "agreed" programme

### **Progress payments**

Payment within 14 / 30 days of invoice unless negotiated otherwise

### **Retention**

If applicable, then these will be in the form of Bank guarantees (2 x 2.5%).

### **Liquidated Damages**

If applicable, shall not exceed 5% of the contract value accumulated at 0.5% per week.

### **Asbestos / Hazardous Substances**

The tender price is based on the assumption the works can be carried out in a hazardous free environment. Removal shall not be to our account unless this has been agreed at time of tender.

### **Rock Clause**

If excluded, this quotation does not cover the removal of rock found during the course of excavation.

"Rock" shall mean shale, concrete, masonry or any other material, which would normally have to be loosened by mechanical means i.e. by hand, blasting etc.

Repair and or replacement of unidentified underground services damaged during excavation will not be to our account.

### **Variation works**

No variation works shall proceed without written instruction (including the value).

### **Validity of price**

Subject to rise and fall and is valid for 30 calendar days, after which it is subject to confirmation before acceptance. This tender is subject to obtaining the required cover from our credit insurance company covering the Company addressed by this letter.

### **Warranty**

Our installation is guaranteed against faulty workmanship and materials for the period of 12 months from the date of practical completion or as otherwise agreed in writing subject to: -

- a) The system is used for the purpose it is intended for.
- b) System is tested and maintained in accordance with the Planet FM Pty Ltd operations & maintenance manual.

Warranties are null and void unless all monies owed are paid in full.

### **Certification**

No As Built Drawings, certificate of compliance, essential service certificates or any other documents will be released from Planet FM Pty Ltd. until the final progress payment including retention, is paid in full. Planet FM Pty Ltd may accept a written guarantee that all monies including retention will be released.

### **Administration Costs**

Any variations to this quotation or changes to the PC Items (if applicable) upon signage of contract will incur a surcharge cost of 5% administration fee over and above our profit margin payable to Planet FM Pty Ltd

### **Materials Generally**

All drainage, trade waste and storm water services will be installed in PVC regardless of the specifications unless noted otherwise

### **Default**

Planet FM Pty Ltd reserves the right to withdraw this tender at management's discretion prior to signage of contract documents; Planet FM Pty Ltd reserves the right to walk off site at any time during the construction period if its progress payments are not met in full by the client as per contract conditions

### **Extension of Time Claim**

Planet FM Pty Ltd reserves the right to claim an extension of time with costs if, due to circumstances beyond our control the project is slowed down by bad organization, civil commotion, lockouts, strikes loss or damage resulting from any cause beyond the control of Planet FM Pty Ltd

### **Ownership**

Equipment listed in Planet FM Pty Ltd progress claims or final claim remain the property of Planet FM Pty Ltd until payment is made in full

**These terms & conditions must form part of any contractual agreement**