

KIBYTES PTY LTD

1300 162 379

3 Old Schoolhouse
Street
AMERICAN RIVER
SA 5221

CONSTRUCTION CONTRACT AGREEMENT

PARTIES

- This Construction Contract Agreement (hereinafter referred to as the “**Agreement**”) is entered into on by the date advised within the contract of works. Builders and workers on site (hereinafter referred to as the “**Constructor**”), and customer (hereinafter referred to as the “**Client**”) (collectively referred to as the “**Parties**”).

CONSTRUCTION PROPERTY

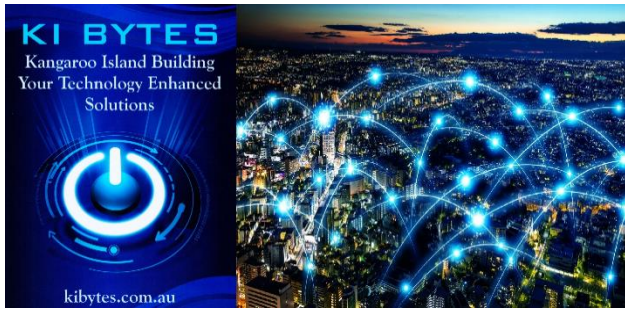
All construction of work on the property of question is referred to within the Quotation and Invoice of the customer agreement Contract Of Works documentation.

SCOPE OF WORK

1. All scope of works to be carried out will be as per the invoice.
 2. Additional work referred to as an amendment, either verbal or written will be carried out by the company unless unforeseen circumstances arise.
- In addition to the aforementioned, the Constructor agrees to abide by and perform all the work that is shown on the construction plan available on the property’s site.

TERM

- This Agreement shall be effective on the date of the signing this Agreement (hereinafter referred to as the “**Effective Date**”) and will end when the construction services are completed.
- The term of this Agreement may be extended upon the provision of verbal or written consent from both Parties.
- The Parties agree that the Construction will begin within a certain date and will end on or before the date advised to the customer. The end date may change for unforeseen circumstances if building repairs are required or amendments are to be carried out prior to completion.



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PAYMENT AND FEES

- The Parties agree that the total cost of the services will be as advised either verbally or in writing followed by documentation sent to the client or parties.

Deposit will be paid at the signing of this Agreement and progress payments will be paid as advised from the company/ Constructor including final payment on completion.

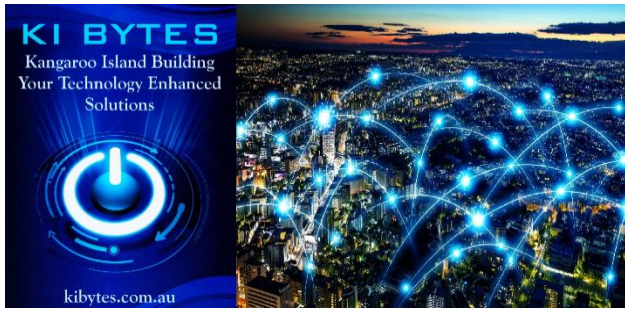
- The Parties agree that the Constructor will provide an invoice to the Client for the Services he/she completes.

PERMITS AND LICENSES

- The Parties agree that it is the duty of the Constructor to obtain all permits and licenses needed to commence in the construction of the site and provide his/her services.
- The Parties further agree that any unforeseen circumstance where repairs need to be made will be responsible to pay the fees, if need be.

USAGE OF MATERIALS AND LABOR

- The Parties agree that it is the Constructor's responsibility to provide as well as pay for any labor and/or equipment needed to complete the construction as per the Agreement.
- The Parties further agree that the materials used for the construction are to be brand new unless stated otherwise within the quotation.



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ADDITIONAL RESPONSIBILITIES OF THE CONSTRUCTOR

The Constructor agrees to the following:

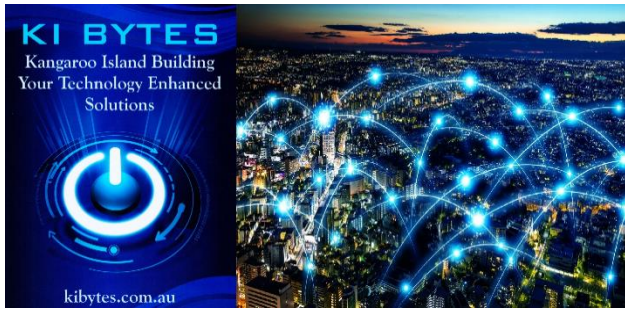
1. To supervise, manage and complete all the construction services as per this Agreement.
2. To keep record of the documents in a safe place accessible only to the Constructor and the Client.
3. To take necessary precautions for all safety in general.
4. To bear responsibility for any acts of negligence and emergencies and accidents.
5. To provide a guarantee to the Client that the work commenced will be in accordance with the documents of this Agreement.
6. To maintain the property, keep it clean, and to safely dispose of hazardous materials and waste.
7. To train personnel on handling hazardous materials and to be responsible for any illness, damage, or loss of personnel.

INSURANCE

- The Parties agree that it is the Constructor's responsibility to purchase an insurance policy for the construction.
- The Parties further agree that it is the Client's responsibility to maintain an insurance that covers replacement costs in the event of fire, theft, act of nature and/or casualty(s).

TERMINATION

- This Agreement may be terminated in case the following occurs:
 1. Immediately in case one of the Parties breaches this Agreement or one of the conditions set forth in this Agreement and does not amend them within a period of two weeks.
 2. This Agreement will automatically be terminated when both Parties complete their obligations.



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INDEMNIFICATION

- The Constructor agrees to hold harmless as well as indemnify its personnel, employees and others against all liabilities, expenses, claims or other.
- The Constructor further agrees to be held responsible for providing a defense against the aforementioned liability, claims and/or demands, if any.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of Consumer Business Services, South Australia.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must verbally or in writing both Parties to this Agreement.

As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented to by both Parties in writing.

ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to debt collector in accordance with, and subject to the laws of South Australia.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.
- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated verbally or in writing for the invoice carried out by the company.