

HAMTEC MAINTENANCE SOLUTIONS

QUOTATION TERMS & CONDITIONS

1. QUOTATION VALIDITY

1.1 Unless otherwise stated in writing, this quotation is valid for **30 days from the date of issue**.

1.2 After the 30-day validity period, Hamtec Maintenance Solutions ("Hamtec") reserves the right to review and amend pricing, availability, labour rates, material costs and delivery timeframes before accepting or recommencing the quotation.

1.3 A quotation does not constitute a binding commitment by Hamtec until accepted by the Customer and confirmed by Hamtec.

2. SCOPE OF WORK

2.1 This quotation has been prepared based on the scope of work, specifications, drawings, information and site conditions known to Hamtec at the time of quotation.

2.2 The quotation includes **only the Goods and Services specifically described in the quotation**.

2.3 Any item, service, material, labour, equipment, testing, certification, engineering, transport or other requirement **not specifically identified or included in the quotation is expressly excluded from the quoted price**.

2.4 The Customer is responsible for reviewing the quotation and ensuring that the stated scope meets its requirements before acceptance.

3. VARIATIONS AND WORK OUTSIDE THE QUOTED SCOPE

3.1 **Any work, Goods or Services not specifically mentioned or included in this quotation will be treated as a variation and charged in addition to the quoted price.**

3.2 This includes, but is not limited to:

- additional labour;
- additional materials;
- additional fabrication;
- additional machining;

- additional repairs;
- additional components or parts;
- additional site attendance;
- additional travel;
- additional freight or delivery;
- additional testing or inspection;
- engineering or certification;
- specialist contractors;
- craneage or lifting equipment;
- equipment hire;
- cleaning or decontamination;
- rectification of pre-existing defects;
- unforeseen repairs;
- changes to drawings or specifications;
- changes requested by the Customer; and
- work required as a result of conditions not reasonably identifiable at the time of quotation.

3.3 Where reasonably practicable, Hamtec will advise the Customer of significant variations and obtain approval before proceeding.

3.4 Where additional work is reasonably required to make equipment safe, prevent further damage, protect personnel, or complete the agreed work, Hamtec may proceed with the additional work where obtaining prior approval is impractical.

3.5 Variations will be charged at Hamtec's applicable labour, material, equipment, travel and other rates unless a separate fixed price is agreed.

4. MATERIALS DEPOSIT

4.1 Hamtec reserves the right to require a **50% deposit toward materials and/or equipment** before commencing work or ordering materials.

4.2 Where a deposit is required, work may not commence and materials may not be ordered until the required deposit has been received and cleared.

4.3 The deposit may be calculated based on the estimated cost of materials, components, equipment, freight and other direct project costs.

4.4 Special-order, custom-made, fabricated or non-returnable materials and components may be required to be paid for in full prior to ordering.

4.5 Where the scope of work changes after materials have been ordered, the Customer remains responsible for all reasonable costs incurred by Hamtec, including supplier cancellation, restocking, freight and material costs.

5. PRICING

5.1 Unless expressly stated otherwise, all prices are in Australian dollars.

5.2 Prices are exclusive of GST unless otherwise specified.

5.3 The quoted price is based on current supplier pricing and availability at the time the quotation is prepared.

5.4 Hamtec reserves the right to vary pricing where there is a material increase in the cost or availability of materials, components, freight or subcontracted services between quotation and acceptance, particularly where the quotation has expired.

5.5 Any government charges, statutory fees, permits or third-party charges not specifically included are additional.

6. SITE CONDITIONS AND ACCESS

6.1 The quotation assumes that the Site is reasonably accessible and suitable for the proposed work.

6.2 The Customer must provide safe and reasonable access to machinery, equipment and work areas.

6.3 The quotation does not allow for delays or additional work caused by:

- restricted access;
- unsafe conditions;
- production delays;
- machinery not being available;
- failure to isolate equipment;
- waiting for permits;
- waiting for other contractors;
- inadequate site preparation;
- contamination;
- hazardous materials;
- concealed services; or
- other unforeseen site conditions.

6.4 Any additional time or costs arising from these circumstances may be charged as a variation.

7. PRE-EXISTING AND HIDDEN DEFECTS

7.1 The quotation is based on the condition of the equipment and information reasonably available to Hamtec at the time of quotation.

7.2 The quoted price does not include rectification of pre-existing, concealed or unforeseen defects unless specifically stated.

7.3 This includes, without limitation:

- corrosion;
- fatigue;
- cracking;
- worn components;
- damaged bearings;
- defective shafts;
- previous incorrect repairs;
- incorrect installation;
- internal damage;
- damaged electrical components;
- hydraulic or pneumatic faults;
- structural defects; and
- defects revealed during disassembly, testing or repair.

7.4 Where such conditions are discovered, the additional work will be treated as a variation.

8. CUSTOMER-SUPPLIED INFORMATION, DRAWINGS AND MATERIALS

8.1 Hamtec relies upon the accuracy of information, drawings, specifications, measurements and instructions supplied by the Customer.

8.2 Hamtec is not responsible for additional costs, defects or failures resulting from inaccurate or incomplete information supplied by the Customer.

8.3 Where the Customer supplies materials, components or parts, Hamtec does not warrant their suitability, compatibility or performance.

8.4 Hamtec may refuse to use any Customer-supplied component or material that it reasonably considers defective, unsafe or unsuitable.

9. FABRICATION AND MACHINING

9.1 Fabrication and machining will be undertaken in accordance with the agreed drawings, dimensions, specifications and tolerances stated in the quotation.

9.2 Unless expressly specified, reasonable industry-standard tolerances will apply.

9.3 Engineering design, structural certification, material certification, specialist testing, non-destructive testing, pressure testing and third-party inspection are excluded unless specifically included in the quotation.

9.4 Any changes to drawings, dimensions, specifications or design after acceptance may constitute a variation.

10. TESTING, CERTIFICATION AND ENGINEERING

10.1 Unless specifically stated in the quotation, the following are excluded:

- engineering design;
- engineering certification;
- structural certification;
- statutory certification;
- pressure testing;
- electrical certification;
- non-destructive testing;
- third-party inspection;
- material certification;
- compliance certification; and
- regulatory approval.

10.2 Where such services are required, they may be provided as a variation or arranged through an appropriately qualified third party at the Customer's cost.

11. ELECTRICAL WORK

11.1 Electrical work is excluded unless specifically identified in the quotation.

11.2 Electrical work will only be undertaken by appropriately licensed personnel and where Hamtec is legally authorised to perform the relevant work.

11.3 Where electrical work is required outside Hamtec's scope or licensing authority, the Customer may be required to engage an appropriately licensed electrical contractor.

12. PRESSURE, HYDRAULIC AND PNEUMATIC SYSTEMS

12.1 Unless specifically included, the quotation excludes:

- pressure testing;
- certification;
- statutory inspection;
- engineering assessment;
- specialist testing; and
- compliance certification.

12.2 Hamtec is not responsible for failures caused by existing components or systems outside the quoted scope.

13. CLEANING AND DECONTAMINATION

13.1 Unless specifically included, cleaning, sanitisation, degreasing and decontamination are excluded.

13.2 Machinery and equipment must be provided in a reasonably safe and accessible condition.

13.3 Where additional cleaning or decontamination is required, Hamtec may charge the additional time and associated costs as a variation.

14. HAZARDOUS MATERIALS

14.1 The Customer must disclose any known hazardous substances or conditions before work commences.

14.2 This includes asbestos, silica, chemicals, fuels, oils, biological contamination, animal products, corrosive substances and other hazardous materials.

14.3 If an undisclosed hazardous condition is discovered, Hamtec may suspend work until the condition has been appropriately managed.

14.4 Any additional costs associated with managing the condition will be charged as a variation where permitted by law.

15. DELIVERY AND LEAD TIMES

15.1 Delivery and completion dates are estimates unless expressly stated as guaranteed in writing.

15.2 Lead times may be affected by supplier availability, material shortages, transport delays, weather, breakdowns, production requirements and other circumstances outside Hamtec's reasonable control.

15.3 Hamtec is not responsible for delays caused by third-party suppliers or contractors.

16. CUSTOMER CHANGES

16.1 Changes requested by the Customer after acceptance of the quotation may result in additional charges.

16.2 This includes changes to:

- design;
- dimensions;
- materials;
- quantities;
- specifications;
- installation requirements;
- delivery requirements; or
- scope of work.

16.3 Hamtec will advise the Customer of additional costs where reasonably practicable before proceeding.

17. PRODUCTION AND DOWNTIME

17.1 The Customer is responsible for planning production shutdowns and making equipment available for the agreed work.

17.2 Hamtec is not responsible for production losses, downtime, loss of product, loss of revenue or other consequential losses resulting from delays, breakdowns, unforeseen defects or circumstances outside Hamtec's reasonable control, to the maximum extent permitted by law.

18. CUSTOMER RESPONSIBILITY

The Customer is responsible for:

- providing accurate information;
- ensuring safe site access;
- providing necessary shutdowns and isolations;
- obtaining Customer-controlled permits;
- providing suitable working conditions;
- ensuring equipment is reasonably accessible;
- notifying Hamtec of known hazards;
- providing suitable specifications where required; and
- reviewing and approving the quotation before work commences.

Any additional costs arising from failure to meet these requirements may be charged as a variation.

19. PAYMENT TERMS

19.1 Payment terms are as stated on the quotation or invoice.

19.2 Unless otherwise agreed in writing, Hamtec's standard payment terms are **7 days from invoice date**.

19.3 Hamtec may require progress payments where the project duration, value or material requirements warrant them.

19.4 Hamtec reserves the right to suspend work where invoices or required deposits remain unpaid.

20. ACCEPTANCE OF QUOTATION

20.1 Acceptance of this quotation may be made by:

- signing and returning the quotation;
- issuing a purchase order;
- providing written acceptance;
- instructing Hamtec to commence work; or
- allowing Hamtec to commence work.

20.2 Acceptance constitutes agreement to the quoted scope, pricing, exclusions, assumptions and these Quotation Terms & Conditions.

20.3 The Customer acknowledges that the quotation includes only the items expressly stated and that anything not specifically included is excluded and may be charged as a variation.

21. GENERAL EXCLUSIONS

Unless specifically stated otherwise, the following are excluded from the quoted price:

- GST;
 - freight;
 - delivery;
 - travel outside the quoted area;
 - accommodation;
 - craneage;
 - specialised lifting equipment;
 - equipment hire;
 - permits;
 - engineering;
 - certification;
 - statutory inspections;
 - third-party testing;
 - specialist contractors;
 - hazardous material removal;
 - cleaning and decontamination;
 - disposal fees;
 - electrical work;
 - pressure testing;
 - non-destructive testing;
 - rectification of pre-existing defects;
 - hidden or unforeseen repairs;
 - additional materials;
 - additional labour;
 - changes requested by the Customer; and
 - any work or requirement not expressly identified within the quotation.
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22. WARRANTY AND LIABILITY

22.1 Hamtec warrants that Services will be performed with reasonable care and skill, subject to applicable law.

22.2 Any specific warranty applicable to the Goods or Services will be stated in the quotation.

22.3 Warranty does not cover failures resulting from:

- normal wear and tear;
- misuse;
- abuse;
- overloading;
- incorrect operation;
- lack of maintenance;
- unauthorised modification;
- third-party interference;
- pre-existing defects;
- Customer-supplied components;
- corrosion;
- contamination; or
- circumstances outside Hamtec's reasonable control.

22.4 Nothing in these Terms is intended to exclude, restrict or modify any right or remedy that cannot legally be excluded under the Australian Consumer Law or other applicable legislation.

23. AUSTRALIAN CONSUMER LAW

Nothing in these Quotation Terms & Conditions excludes, restricts or modifies any consumer guarantee, warranty, condition or right that cannot legally be excluded under the **Competition and Consumer Act 2010 (Cth)**, including the **Australian Consumer Law**, or any other applicable legislation.

Where such legislation applies, these Terms are to be read subject to those statutory rights.

24. GOVERNING LAW

These Quotation Terms & Conditions are governed by the laws of **Queensland, Australia**.

CUSTOMER ACCEPTANCE

By accepting this quotation, the Customer confirms that it has reviewed and accepts:

- the quoted scope of work;
- the quoted price;
- the stated assumptions;
- the stated exclusions;
- the payment terms;
- the requirement for variations; and
- Hamtec Maintenance Solutions' Terms & Conditions of Trade.