



## Mackarc Welding – Terms & Conditions of Trade

Mackenzie Family Trust trading as Mackarc Welding | ABN 27 574 366 713  
39 Spencer Street, Harristown QLD 4350 | Queensland, Australia

### 1. Scope of Work

All work is carried out in accordance with the written quote, work order, or agreed scope. Any variation or additional work requested will be charged in addition. Verbal instructions are binding and constitute approval to proceed.

### 2. Quotations

Quotes are valid for fourteen (14) days unless otherwise stated. Quotes are based on information provided by the Customer. Hidden defects, access restrictions, contamination, or unforeseen conditions may result in additional charges. Where no quote is issued, work will be charged on a time and materials basis.

### 3. Pricing, Charges & Rate Adjustments

All mobile welding and on-site services are charged on a door-to-door basis, including travel time from departure to return.

Labour is charged portal-to-portal unless otherwise agreed in writing. Travel time, fuel, consumables, gases, abrasives, tooling wear, and materials are chargeable at cost plus markup.

Night shift work attracts a mandatory thirty percent (30%) loading on the applicable labour rate. Where fewer than five (5) consecutive night shifts are worked, an extra eight (8) hours will be invoiced at the standard day rate. A night shift is defined as work primarily between 6:00 pm and 6:00 am or any shift spanning over midnight.

Mackarc Welding reserves the right to increase labour rates, charges, and loadings at any time. Revised rates apply to all new work, variations, extensions, and ongoing work from the effective date. Continued engagement constitutes acceptance of revised rates. Mackarc Welding is not required to continue work if revised rates are not accepted.

### 4. Payment Terms

Payment terms are fourteen (14) days from invoice date unless otherwise agreed. Mackarc Welding reserves the right to suspend or cease work on overdue accounts. Interest may be charged on overdue amounts at two percent (2%) per month, calculated daily. The Customer is liable for all debt recovery and legal costs incurred.

### 5. Deposits

Deposits may be required prior to commencement or material procurement. Deposits are non-refundable once work has commenced or materials have been ordered.

## 6. Ownership of Goods

Ownership of all fabricated items, materials, and components remains with Mackarc Welding until full payment is received. Mackarc Welding reserves the right to recover unpaid goods or materials.

## 7. Customer Responsibilities

The Customer must provide safe, legal, and unrestricted site access. Equipment must be clean, isolated, and free from hazardous substances unless disclosed. Delays caused by site conditions, access issues, or safety concerns may be charged.

## 8. Workmanship & Standards

Work is completed using accepted trade practices and applicable Australian Standards where required. Engineering design, certification, or sign-off is not included unless expressly stated in writing. Cosmetic appearance is secondary to structural integrity unless specified.

## 9. Warranty

Workmanship is warranted for three (3) months from completion and is limited to repair of the affected work only. Warranty excludes wear and tear, misuse, overloading, lack of maintenance, third-party repairs, and customer-supplied materials.

## 10. Liability

Welding and fabrication involve inherent risks. Mackarc Welding is not liable for indirect or consequential loss, downtime, or loss of profit. Liability is limited to the value of the work performed.

## 11. Cancellations

Cancellations with less than twenty-four (24) hours' notice may incur a cancellation fee. All costs incurred up to the point of cancellation remain payable.

## 12. Photos & Marketing

Mackarc Welding may photograph completed work for records or marketing unless the Customer objects in writing prior to commencement.

## 13. Force Majeure

Mackarc Welding is not liable for delays caused by events beyond its control, including weather, supply issues, or equipment failure.

## 14. Priority, Supersession & PO Rejection

These Terms & Conditions supersede all previous terms, agreements, or understandings, whether written or verbal. Any purchase order, supplier agreement, or document issued by the Customer containing terms inconsistent with these Terms & Conditions is expressly rejected and shall have no effect unless expressly agreed in writing by Mackarc Welding.

## 15. Governing Law

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

## 16. Acceptance & Authority

Acceptance of a quote, invoice, work order, email instruction, or commencement of work constitutes acceptance of these Terms & Conditions in full. The person signing or issuing instructions warrants they have full authority to bind the Customer.