

## **BAY CITY CONCRETE AND HAULAGE conditions of sale and delivery of concrete:**

1. All concrete supplied by Bay City Concrete and Haulage shall comply with the specifications requested by the Purchaser. Bay City Concrete and Haulage shall not be liable for the suitability of these specifications for any particular purpose.
2. The strength and other details of the concrete supplied are those shown on the face of the invoice. The Purchaser should ensure, that these details are as ordered and that the strength shown meets the required specification, prior to the discharge of the concrete from the delivery vehicle.
3. The Purchaser may request the testing of any concrete supplied by Bay City Concrete and Haulage. This will be arranged by Bay City Concrete and Haulage at the Purchaser's expense and will be conducted by a registered testing authority.
4. All concrete supplied by Bay City Concrete and Haulage is as detailed on the invoice, and Bay City Concrete and Haulage will not accept responsibility in respect of any strength, or other defect which may develop in the concrete supplied, which is due to:
  - (a) Faulty handling, placing, curing, or other defective job practices by the Purchaser or any other person.
  - (b) The addition of any water or other materials to the concrete either before or after discharge from the delivery vehicle.
  - (c) Discharge from the delivery vehicle more than ninety minutes after the time batched.
5. Delivery of concrete by Bay City Concrete and Haulage will only be made to the kerbside. If at the request of the Purchaser, the delivery vehicle enters the job area, the Purchaser shall be liable for any expenses incurred by Bay City Concrete and Haulage in so doing, and furthermore Bay City Concrete and Haulage shall not be liable for, and is hereby indemnified by the Purchaser, in respect of any claims made by, or through the Purchaser, or any third party, which arise out of the entry of, or the presence of, the delivery vehicle in the job area.
6. Bay City Concrete and Haulage shall not be liable for any loss, damage or injury, arising from the delay of delivery or non-delivery of concrete which is attributable to transport delays, plant or delivery equipment breakdowns, industrial stoppages, unavailability or shortages of raw materials, or any other cause whatsoever which is beyond the direct control of Bay City Concrete and Haulage.
7. Any prices quoted by Bay City Concrete and Haulage shall be in accordance with the Bay City Concrete and Haulage price list effective at that time  
Extra charges may apply if:
  - (a) Delivery is beyond a ten-kilometer radius of the Bay City Concrete and Haulage depot.
  - (b) Delivery is required outside the hours of 6:00am. to 4:00pm. Monday to Friday.
  - (c) Delivery is required on Saturday, Sunday, or Public Holidays. (For deliveries on Sundays and Public Holidays prior arrangement must be made.)
  - (d) The slump of the concrete is requested to be in excess of 80 mm slump
  - (e) Discharge of the concrete is not completed within thirty minutes of the delivery vehicle arriving on site.
  - (f) Delivery is required to more than one site.
8. (a) The Purchaser shall pay to Bay City Concrete and Haulage the total price shown on the invoice either, prior to delivery, on delivery, or within any credit period (not exceeding thirty days), as may be agreed between the Purchaser and Bay City Concrete and Haulage. All amounts not paid as agreed, shall bear interest at the overdraft rate charged by Bay City Concrete and Haulage bankers, at that time, on overdrafts of less than \$50,000.00. All monies received by Bay City Concrete and Haulage will be credited first against interest.  
(b) Until payment in full of any amount owing by the Purchaser to Bay City Concrete and Haulage pursuant to this contract Bay City Concrete and Haulage retains legal and equitable title to (and the Purchaser remains bailee of) the material supplied and to the extent of Bay City Concrete Haulage interest in other objects into which the materials supplied may be incorporated and to any proceeds from the sale of the materials supplied or the other such objects.
9. Any claims or disputes arising over concrete delivered by Bay City Concrete and Haulage must be made in writing within 7 days of the claim or dispute arising,
10. Any reference to the Purchaser in these conditions includes the employees agents, subcontractors, successors, assignees of and any entity claiming through or under the Purchaser. The actions or signature of any person appearing to Bay City Concrete and Haulage to have the authority of the Purchaser so to do shall bind the Purchaser.
11. In the event of any material supplied by Bay City Concrete and Haulage pursuant to this contract being defective (whether due to the negligence of Bay City Concrete and Haulage or due to any other cause whatsoever) the liability (if any) of Bay City Concrete and Haulage and its servants and agents shall be limited to the replacement of such defective material. All other guarantees, warranties, undertakings or representations express or implied and whether arising by statute or otherwise are hereby expressly excluded (except to the extent only that such exclusion is prohibited by statute).
12. Bay City Concrete and Haulage shall not in any circumstances in any dispute be liable for any indirect or consequential loss or damage of any nature whatsoever incurred by the purchaser (whether such loss or damage is due to the negligence of Bay City Concrete and Haulage or due to any other cause whatsoever).
13. These conditions shall not be varied without the written authority of Bay City Concrete and Haulage