

Conditions of Sale

Conditions for Issuing a Quarry Weighbridge Docket or Concrete Delivery Docket

1. All conditions listed in Conundrum Holdings Pty Ltd's *Conditions for Ordering Materials* [CH 21.vii.0285] must be complied with before a *Quarry Weighbridge Docket* [CH 22.i.0050] or *Concrete Delivery Docket* [CH 22.i.0054] can be issued.
2. A Docket can only be raised if it has a supporting *Log for Phone Contact for Material Sales* [CH 21.vi. 0260] completed by the site's Weighbridge Officer or a *Log for Phone Contact for Concrete Sales* [CH 21.vi.0261] completed by the site's Batch Plant Operator.
3. The Weighbridge Officer or Batch Plant Operator and the person carting the material must sign Conundrum Holding Pty Ltd's copy of the Quarry Weighbridge Docket or Concrete Delivery Docket before it is allowed to leave the compound.
4. Quarry Weighbridge Docket or Concrete Delivery Docket numbers will be displayed on monthly *Tax Invoices* [CH 21.v.0047].

Conditions for Material and Cartage Pricing

1. Conundrum Holdings Pty Ltd reserves the right to review its material price and cartage structure at any time by giving 30 days written notice.
2. Due to fuel price volatility and until further notice, cartage service charges will not be fixed in relation to any quotation or supply agreement. Any information given about cartage rates is current at that time period and may be subject to change during a supply arrange period.

Conditions for Pick Up or Delivery of any Conundrum Holdings Pty Ltd Product

1. To ensure deliveries are on time, 24 hours notice is required in advance.
2. At the point of delivery the customer accepts liability for the safe custody of materials, and to keep them in a condition to be used in the manner accepted by the standards of the industry. This extends particularly to concrete and cement treated materials and crushed rock that can be affected by the elapse of time or the addition of water or other additives.
3. All deliveries and pick-ups of material must comply with the Road Safety Act 1986, Road Safety Regulations 1999 and all provisions outlined in the Chain of Responsibility regulations which came in to effect in September 2005.
4. Conundrum Holdings Pty Ltd reserves the right to refuse to load or dispatch any vehicle where the driver is or could be contravening the 'National Transport Commission (Model legislation – Heavy vehicle driver fatigue) Regulations 2006'.
5. Conundrum Holdings Pty Ltd will not be liable in any way whatsoever due to delays, failure or inability to supply or deliver no matter how the circumstances arise.
6. Conundrum Holdings Pty Ltd warrants that all materials supplied comply with stated specifications at the time of dispatch.
7. The customer warrants that following the supply of materials Conundrum Holdings Pty Ltd is not liable to the customer as a result of any actions which may be taken by the customer, its servants or agents, or third parties, which results in altering the specifications of the materials.
8. The customer must collect and ensure that all *Quarry Weighbridge Docket* [CH 21.i.0050] or *Concrete Delivery Docket* [CH 21.i.0054] are promptly supplied to their accounts payable department.
9. It is the customer's responsibility to request and distribute the *Material Safety Data Sheet - Quarry and Sand Products* [CH 4.vi.0203] or *Material Safety Data Sheet - Pre-Mixed Concrete* [CH 4.vi.0204] available to the applicable people within the workplace.
10. The customer or their representative is to be held responsible for and must manage the placement of all materials and any events or costs that transpire as a result of their directions.

Additional Conditions for Pick Up or Delivery of Quarry Materials

1. A minimum 10 working days notice (from the date of the enquiry) may be required before the dispatch of quarry material can commence where the required testing frequencies are at 1200 tonne or less per test.
2. Where customers have indicated that material deliveries will be to unattended sites, customers must advise of any specific material placement requirements. In this case Conundrum Holdings Pty Ltd will forward the *Weighbridge Docket* [CH 21.i.0050] to customer's accounts payable department.
3. Any spillage of quarry product off site may be reported to VicRoads and/or other relevant road or council authority and all costs associated with the clean-up of such spillage will be born by the transport owner/driver. In such cases the vehicle will not be permitted on a Conundrum Holdings Pty Ltd site until any necessary vehicle maintenance or safety checks are carried out as required by VicRoads or Conundrum.

Date issued:	17 Jun 2008	Previous issue date:	27 Mar 2007	Date of first issue:	29 May 2002
Issue number:	5			Max review interval:	5 years
Authorised by:	Tony Tamburro			Manual index location:	21.vii
Date printed:	28 Jul 2009	Page 1 of 2		Form:	0207

Conditions of Sale

4. Quarry material will not be tipped off until the customer has confirmed it as being acceptable by signing Conundrum Holding Pty Ltd's copy of the *Quarry Weighbridge Docket* [CH 21.i.0050].
5. Under no circumstances is material to be tipped or spread in nominated "No Go Zones" as per AS/NZS 3000-2000.
6. Standby charges will be applied by the cartage contractors to those customers who cause or request that a delivery be held up for more than 15 minutes from the time of arrival.
7. The Authorised Cartage Contractor can refuse to tip off loads at their discretion if the ground area or environmental conditions are, in their opinion, unsafe to do so.

Additional Conditions for Delivery of Pre-Mixed Concrete

1. Pre-mixed concrete will not be discharged until the customer has confirmed it as matching their order by viewing the *Concrete Delivery Docket* [CH 21.i.0054].
2. If the customer requests additional water to be added to the concrete on-site, the amount added must be recorded on Conundrum Holdings Pty Ltd's copy of the *Concrete Delivery Docket* [CH 21.i.0054].
3. By signing Conundrum Holdings Pty Ltd's copy of the *Concrete Delivery Docket* [CH 21.i.0054], the customer acknowledges the amount of water added on site and times of arrival and completion of discharge, as recorded by the Concrete Agitator Driver, to be correct.
4. Standby charges will be applied at the discretion of the Concrete Plant Manager where concrete trucks are held on site for more than 45 minutes for maxi loads and 30 minutes for mini-mix loads.

Conditions for Conundrum Holdings Pty Ltd's Acceptance of Inward Recyclable Materials

1. Conundrum Holdings Pty Ltd reserves the right to refuse any inward rock, asphalt or concrete or other recyclable construction material for any reason. Under no circumstances will Conundrum Holdings Pty Ltd accept contaminated materials or materials containing asbestos or any other contaminants. The Environmental Protection Authority (EPA) or other relevant authority will be contacted if there is any doubt about the delivered material.
2. The person delivering the material will be responsible to supply Conundrum Holdings Pty Ltd with EPA or other relevant authorities' tests results for materials where they have been part of a previous commercial activity, (i.e. asbestos materials from buildings and hazardous material from fuel depot sites.)
3. Any costs or liabilities involving the management and resolution to prove, remove or treat any contaminated material from a Conundrum Holdings Pty Ltd site and dispose of it as seen fit by the relevant authorities will be born by the person/s or company that are named on the *Quarry Weighbridge Docket* [CH21.i.0050] and or the transport owner.
Conundrum Holdings Pty Ltd will require the address of the site from where the materials came, and the name and address of those responsible for that site.

Date issued:	17 Jun 2008	Previous issue date:	27 Mar 2007	Date of first issue:	29 May 2002
Issue number:	5			Max review interval:	5 years
Authorised by:	Tony Tamburro			Manual index location:	21.vii
Date printed:	28 Jul 2009		Page 2 of 2		Form: 0207