

GENERAL CONDITIONS OF CONTRACT

1. The terms hereof and any terms set out by the Company in the schedule shall be included as terms in any contract resulting between the parties. Where conflict arises between the terms and conditions hereof and the terms and conditions of purchaser's order or sub-contract agreement – which the purchaser requires signed – then the terms and conditions detailed hereunder shall prevail.
2. Unless otherwise stipulated by the company, and subject to clause 3, this quotation remains open for acceptance for a maximum period of thirty (30) days from the date of quotation overleaf and thereafter shall be deemed to be withdrawn unless the company agrees in writing to an extension of time. The company may at any time prior to acceptance withdraw the quotation for any reason whatsoever. Acceptance of this quotation must be made in writing within twenty-eight (28) days and in the manner requested. The company will not supply goods and/or services until after written acceptance has been received.
3. This quotation is based on labour, materials, plant hire rates, services and other costs current at the date of quotation. Any variation to these costs after the date of quotation and prior to the completion of the work will be considered a variation to the contract and charged or credited accordingly. Provided that this clause is subject to the provisions of any statutory regulations that may govern or restrict amendment to costs that are current at the date of supply of such goods and/or services.
4. The notification by the purchaser of an indication of the date the goods and/or services are required – in accordance with the acceptance requirements – does not constitute acceptance by the company to supply such goods and/or services on that date. While every attempt will be made to comply with the purchaser's indications, the actual date of supply of such goods and/or services will depend on the availability of materials and the existing commitments of the company at the time of such notification of such indications of date of supply.
5. The Company does not accept responsibility for any losses, costs, charges, expenses or other actions that may result from strikes, lockouts, industrial actions, delays or causes beyond its control.
6. The quoting of price on this form does not automatically constitute an agreement to grant credit facilities and these must be negotiated separately. Where credit facilities are in existence the Company reserves the right to withhold supply of goods and/or services if after acceptance of the quotation the Company decides to withdraw credit for any reason whatsoever. Where the Company shall deem it necessary it shall require pre-payment for the goods and/or services to be supplied or security for payment and may withhold supply of such goods and/or services until such pre-payment or security has been received.
7. Unless the special conditions specifically refer to allowable discounts, retentions or progress payments, then unless previous arrangements are made in writing with the Company the terms of payment are nett payable on the 20th day of the month following that in which the goods and/or services or part thereof were supplied. Where the purchaser defaults in payment the Company may without prejudice to any other right it may have at law or in equity suspend or terminate any further supply. Where any dispute arises as to quantity, quality, performance or any other matter that can be defined in monetary terms the Company may require payment in full less a deduction agreed by the Company and the purchaser to represent the value of the dispute. On the finalisation of the dispute the purchaser shall forthwith make payment in full settlement of the sum agreed.
8. The Customer agrees to pay all accounts in full to KEE Asphalt under agreed credit terms. Upon any default in payment, KEE Asphalt will exercise the option to alter the terms of payment and/or cease further deliveries, and the Customer shall pay all expenses (including legal costs) incurred by KEE Asphalt.
9. The goods and/or services shall be supplied by the Company in accordance with the quotation. Whether or not plans and/or specifications have been submitted to the Company for the purpose of preparing the quotation it shall be the responsibility of the purchaser to ensure that the goods and/or services described in the quotation are satisfactory for the purpose for which they are intended and the Company shall not be deemed to warrant that the goods and/or services described in the quotation are satisfactory to meet the requirements of any plans and/or specifications which may have been submitted to it, or any other requirements of the customer or otherwise unless warranted in writing by the Company under special conditions.
10. Where services to be provided are dependent on the performance of other trades not under the control of the Company any costs consequent to delays caused by non-performance or inadequate performance by such other trades shall be charged to the purchaser at rates current at the time the goods and/or services are provided.
11. Where the quotation is based on the supply of materials, free on truck, the only obligation of the Company will be to supervise the loading operations to ensure that such materials are free from damage at the time of such loading. Any claim for short delivery in respect of materials supplied, damage during transit or unloading or that any materials supplied are not in accordance with the contract, must be noted on the delivery docket at the time of acceptance of such materials and written notification supplied to the Company and the carrier by whom the goods were delivered and such notification be made no later than two days after delivery of the said materials. Except as far as notification has been received by the Company in accordance with the above requirements the Company will not accept responsibility for any short delivery, damage or non-conformance that maybe alleged.

