

TERMS & CONDITIONS	Jurien Concrete Services WA Pty Ltd – Phone (08) 9652 1647
1. All prices are for supply, delivery and/or installation, as applicable, during the Company's business hours, Monday to Friday, unless otherwise quoted in writing. Work by the Company outside of these hours may incur a surcharge. The Customer should contact the office for details of rates and surcharges.	
2. A waiting time or hourly hire surcharge may apply when a delivery vehicle is unable to unload promptly and without delay upon arrival at the delivery site. The Customer should contact the office for details and rates of all surcharges.	
3. A minimum load surcharge may apply for delivery of loads smaller than the minimum load size for delivery of each particular product. The Customer should contact the office for details and rates of all surcharges.	
4. For any goods ordered and later cancelled the Customer shall pay the Company all expenses incurred up to the time of cancellation. The Company's statement of expenses shall be final and binding on the customer.	
5. Goods will be delivered to the roadside adjacent to the delivery site. If at the Customers request the delivery vehicle leaves the road and enters the delivery site to unload, the Customer is responsible for providing suitable and safe access for the Company delivery vehicle and Company agents and contractors. In addition the Customer agrees to indemnify the Company and its agents and contractors for all damage and injury to any person and to any public or private property, which may result, including any costs associated with enabling the delivery vehicle to leave the site, and the cost of any returned product as a result of the Customer failing to provide suitable and safe access to the delivery site.	
6. The Customer must be present at the delivery site and must sign the Company delivery docket to acknowledge that the products and quantities described on the delivery docket have been delivered and comply with the Customers order and that the Customer also accepts any applicable delivery surcharges.	
7. Where the Customer does not sign or is not available to sign the delivery docket, the signature of the driver on the delivery docket shall be prima facie evidence of delivery to the Customer of the products and quantities described on the delivery docket including any applicable surcharges.	
8. If the Customer is not present at the delivery site, the goods may be unloaded at that location, in which case the Company will no longer be responsible for loss or damage to the goods.	
9. Unless prior arrangements for credit have been made, payment for goods and/or services is due in full before delivery. Payment for surcharges must be made at the time they are incurred.	
10. The Customer will become responsible for loss of or damage to the goods immediately upon delivery of the goods to the nominated delivery site or to a carrier nominated by the Customer.	
11. The signing of the final delivery docket (Total order m ³) of a concrete pour shall be recognised as acceptance of individual deliveries on previous dockets, forming part of the progressive total at that stage of the same pour.	
12. If the Customer believes that the goods and/or services supplied do not conform with the order placed or that the price charged does not conform with the quotation given by the Company, the Customer shall notify the Company in writing as soon as practicable, detailing the way in which the goods or price do not conform.	
13. Failure to give such notification within seven days of the date of supply or date of invoice (as applicable) shall raise the inference against the Customer that the goods are in accordance with the order and quotation.	
14. Any reference to the purchase in these terms and conditions means and includes the purchaser, his employees, agents, subcontractors, assignees of and any entity claiming through or under the purchaser. The actions or signatures of any person appearing to have the authority of the purchaser shall bind the purchaser.	
15. In the event of any product supplied by the Company under this contract being defective, the liability of the Company (if any) shall be limited to replacement of such defective products.	
16. The Company shall not in any circumstances in any dispute be liable for any indirect consequential loss or damage of any nature whatsoever.	
SPECIAL CONDITIONS	
17. The company reserves the right to charge for return cartage, handling and disposal costs for premixed concrete rejected because the time between batching and discharge is greater than the time permitted by AS1379 or the specification that covers the project being supplied, provided that the delay was not caused by the Company.	
18. Pre-mix concrete is sold in the plastic state and the subsequent in-situ performance when set is greatly affected by the Customers work practices in handling, placing and curing of the concrete. The Company accepts no responsibility for the performance of premixed concrete other than with respect to the criteria specified in AS1379, and in particular the Company accepts no responsibility: <ul style="list-style-type: none"> a. if water or any other material is added to the plastic concrete before or after discharge from the delivery vehicle, unless there is prior approval by an authorised representative of the Company; or b. if the Customer has specified a pre-mixed concrete mix design other than a mix design used by the Company; or c. for the surface texture and colour of hardened pre-mixed concrete, including where the aggregate in the concrete has been exposed by the Customer and for any future colour change or oxidation of aggregates that have been exposed to the atmosphere. 	
19. If quarry products are returned at the Customers request, the company reserves the right to charge for return cartage, handling and disposal costs.	