



STANDARD TERMS AND CONDITIONS FOR QUOTATIONS

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1.0	DEFINITIONS
1.1	In this document the following definitions apply:
1.1.1	Contract means the contract entered into by the Customer and DMC in respect of the subject matter of the Quotation;
1.1.2	Customer means the person who is engaging DMC to perform the Works as described in this document and includes the person who has requested DMC to give the Quotation;
1.1.3	Deliverables means any products, materials, goods or things being supplied to the Customer as part of the Works;
1.1.4	Drawings and Specifications means the Drawings and Specifications provided by the Customer and expressly referred to in the Quotation;
1.1.5	DMC means: DM Drainage and Constructions Pty Ltd Trading as DM Civil
1.1.6	DMC Materials means all materials, plant, tools, equipment, documents and other property of DMC required to be utilised in the performance of the Works;
1.1.7	Particulars mean the particulars stated on, and that form part, of the Quotation;
1.1.8	Price means the price for the Works referred to in the Quotation and payable by the Customer to DMC for performance of the Works;
1.1.9	Quotation means the quotation being given by DMC to the Customer;
1.1.10	Works means the works and services, including the procuring and supply of Deliverables, to be performed by DMC for the Customer as set out in the Quotation.

2.0	GENERAL
2.1	In giving the Quotation, DMC assumes that the terms and conditions of any Contract formed after the Quotation (and agreed to by DMC) will be in terms reasonably acceptable to DMC and will give effect to the qualifications set out in this document. DMC shall be entitled to amend or withdraw the Quotation in the event that this clause 2.1 is not agreed to by the Customer.
2.2	Unless expressly stated to the contrary in the Quotation, the Price includes no allowance for the following events or circumstances:
2.2.1	The need for more than one site mobilisation and demobilisation;
2.2.2	Delay or disruption to the Works for reasons beyond DMC's control;
2.2.3	A change in the sequence or timing of Works (or part thereof) for reasons beyond DMC's control;
2.2.4	Discovery of any site condition (natural or artificial) which had not been reasonably contemplated by DMC at the time of providing the Quotation;
2.2.5	The need for location, treatment, protection, relocation or removal of unmapped buried services or existing services that clash with design alignments;
2.2.6	The need for excavation in rock or hard ground (ground shall be deemed to be hard ground where the ground is incapable of being easily excavated by the excavation plant that DMC intended, at the time of Quotation, to mobilise to perform the Works);
2.2.7	The need for treatment or disposal of any unsuitable, hazardous or contaminated material including asbestos;
2.2.8	The need for dewatering or dust control measures unless specified;
2.2.9	DMC shall be entitled to additional payment and time if DMC is required (whether by express direction from the Customer or whether DMC considers it is reasonably necessary) to address any of the above events and circumstances identified in items 2.2.1 to 2.2.8 above.
2.3	Unless otherwise specified in the Quotation, DMC is not responsible for any aspect of the design of the Works. DMC shall not in any event be responsible for any defect, discrepancy, error or omission in:
2.3.1	The Drawings and Specifications (including the selection of any material made therein);
2.3.2	Any design associated with the Works in a Construct Only Contract;
2.3.3	Any work that is carried out by the Customer or its contractors, consultants and affiliates.
2.4	As to the time for performing the Works, DMC shall have a reasonable period of time within which to commence and perform the Works (and any agreed variation thereof).
2.5	To the extent that any Schedule of Rates and Prices or Bill of Quantities used for the purpose of the Quotation specifies a quantity of any item of work, if the measured actual quantity for that section or item of work (as measured by DMC) exceeds the specified quantity by +/- 20%, DMC shall be entitled (if DMC, acting reasonably, considers it necessary) to reasonably adjust the rate for that section or item of work, having regard to the cost impact on DMC arising out of the adjustment in quantities between specified and measured.
2.6	Except as expressly set out in the Quotation, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. For the avoidance of doubt, this does not exclude any statutory warranty applicable to the Customer under the <i>Australian Consumer Law</i> (or equivalent State legislation) which is not capable of being excluded by agreement.
2.7	DMC is not responsible for any damage due to circumstances or events beyond DMC's control. This includes but is not limited to any damage to property or the Works which is:
2.7.1	Caused by the Customer, or its agents or other contractors;
2.7.2	Damage that cannot be reasonably avoided in the performance of the Works; or
2.7.3	Caused by improper care and maintenance of the Works by the Customer.
2.8	In undertaking the Works, noise, dust and other debris may be produced. Unless otherwise expressly agreed in the Quotation, DMC is not liable for any need for any person or thing to vacate any area on or near where the Works are performed due to noise, dust or debris, or for any damage or disturbance that the dust or debris may cause unless specified.



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3.0	CUSTOMER'S OBLIGATION
3.1	In giving the Quotation, DMC has assumed that the Customer warrants and agrees that it will:
3.1.1	Ensure that the Particulars, the Drawings and Specifications, and any other information supplied to DMC for the purposes of this Contract (including in any request for quotation), is complete, accurate and suitable for its intended purpose;
3.1.2	Obtain and maintain all necessary approvals, permissions and consents which may be required for the Works to be performed at the premises or site in which they are being performed before the date on which the Works are to commence (including any approvals from any local authorities or adjoining landowners);
3.1.3	Promptly provide DMC with such information as DMC may reasonably require in order to undertake the Works, and ensure that such information is accurate in all respects;
3.1.4	Ensure that DMC is not interrupted or disrupted in the performance of the Works;
3.1.5	Provide DMC with adequate, continuous and uninterrupted access to the areas in which DMC will be required to work in order to perform this Contract, including provision of:
(a)	Suitable loading, unloading and parking areas;
(b)	Suitable and accessible laydown areas at the site for storage of DMC Deliverables and DMC Materials;
3.1.6	In relation to all DMC Materials that are located at the Customer's premises or left in the Customer's custody or possession:
(a)	Keep and maintain those DMC Materials in safe custody and in good condition at its own risk;
(b)	Not dispose of or use or encumber those DMC Materials, other than in accordance with DMC's written consent; and
(c)	Pay on demand the replacement cost of any of those DMC Materials that are lost or stolen while at the Customer's premises or in the Customer's possession or custody.
3.2	Any breach of the Customer's obligations and warranties in paragraph 3.1 shall entitle DMC to claim reasonable additional payment and time.

4.0	DEFECTIVE WORKS
4.1	Any defects liability period is assumed not to exceed 12 months from practical completion of the Works.
4.2	The Customer must further give DMC a reasonable opportunity to inspect and test (including via a consultant or expert) the alleged non-conforming aspect of the Work.
4.3	DMC shall further be given a reasonable opportunity to attend to rectification of any failure of the Works to conform to the Contract.

5.0	VARIATIONS
5.1	The Customer may request DMC to vary the scope of the Works (within the general scope of the Contract) for a reasonable price but DMC shall not be obliged to agree to any such variation.

6.0	PAYMENT TERMS
6.1	The Quotation assumes DMC will be paid no later than 30 days from date of claim/invoice.
6.2	Interest will be payable on overdue accounts at the rate of 12% per annum.

7.0	LIMITATIONS OF LIABILITY
7.1	DMC's maximum liability to the Customer for any delay in the performance of the Works shall not exceed 10% of the Price.
7.2	To the maximum extent permitted by law, DMC shall under no circumstances whatsoever be liable to the Customer (or any client of the Customer), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract or the performance of the Works, including in respect of any delay damages or liquidated damages that may be payable by the Customer to a third party.
7.3	To the maximum extent permitted by law, DMC's liability for anything in relation to the Deliverables, their use, or their installation, is limited in DMC's discretion to either:
7.3.1	Replacing the relevant Deliverable with the same or equivalent Deliverable, or paying the cost of such replacement Deliverable; or
7.3.2	Repairing the Deliverable or paying for its repair.
7.4	To the fullest extent permitted by law, DMC's liability for anything in relation to the performance of services as part of the Works is limited in DMC's discretion to either:
7.4.1	The supply of those services again; or
7.4.2	Payment of the cost of having the services supplied again.
7.5	Nothing in the above limitations shall limit or exclude:
7.5.1	DMC's liability for death or personal injury caused by DMC's negligence, or the negligence of its employees, agents or subcontractors;
7.5.2	DMC's liability for fraud or fraudulent misrepresentation; or
7.5.3	Liability which the law prohibits DMC from limiting or excluding.