



CONCRETE WORKS & CONCRETE RESURFACING TERMS AND CONDITIONS

1. AGREEMENT.

On acceptance of our quotation you are deemed to have agreed to our terms and conditions of purchase.

2. PAYMENT.

The Company (OSM Concrete) shall be entitled to payment as stated in the quotation. In the event of the Purchaser failing to make payment as required by these Conditions, the Company shall be entitled to cancel any discount given and full amounts shall become due. Should payment not be received in line with our payment terms, monthly interest charges and debt collection agency fees will be incurred, unless an alternative payment plan is agreed with the Company.

All materials and equipment on site, which form an integral part of the Contract, and remain on the property, shall be in the exclusive possession of the Company until payment in full for the Contract has been made.

Exterior Concrete (incl. exposed aggregate, plain or stamped concrete, or plain concrete with overlay)

Payment for exterior concrete works are split into a 3-stage progress payment:-

- 25% deposit prior to works commencing;
- 50% progress payment upon placement of concrete;
- 25% paid upon completion of works.

All Other Products & Services (including resurfacing)

Payment for all other products and services are split into a 2-stage progress payment:-

- 50% deposit prior to works commencing (unless otherwise agreed in writing);
- 50% to be paid upon completion of works.

3. EXTRAS/VARIATIONS.

Where extra work is ordered by the Purchaser, it must be done in writing, and this order will be confirmed by the Company to the Purchaser and unless within seven days the order is rescinded the same shall be treated as confirmed. Where possible, Quotations will be submitted for additional works and variations as the Contract proceeds but otherwise will be charged at a fair price, based on the cost of such variations. Payment for these variations will be added to the final payment upon completion of works. If the Purchaser decides to change any colour, pattern or texture, this MUST be put in writing and accepted by OSM Concrete. Emailed advice is suitable, providing that the email has been received and accepted by OSM Concrete. This must be done before site works have been programmed to commence, we will not accept a verbal-only acceptance. If the Purchaser has NOT followed this process, and insists on any changes to the quoted works after we have commenced site works, OSM Concrete will provide a price for the changes, and if the Purchaser accepts the price in writing, OSM Concrete will complete the works at a time suitable to the current workload, once the Purchaser has paid for the original quoted work, and the variation work, in full.

4. PROVISIONAL COSTS.

Any provisional costs (PC) shown on a quotation are estimates of costs only, where no accurate cost can be given at the time of quoting.

5. QUOTATION VALIDITY.

The price specified in the quotation is based on the cost of wages and materials, plant hire and taxes prevailing at the date of quotation, and is valid for 2 months from the date shown in the Quotation. Except that where PC sums are shown, adjustments are to be made to the quotation on completion of work.

6. COUNCIL PERMITS & PLANNING.

Any planning permission building permits, where required, shall be obtained by, and any changes related there to, be paid by the purchaser directly to the relevant authority. New surfaces are installed by the company to the appropriate City Council specification. Any instruction to breach these specifications at the purchaser's request will be at the purchaser's liability. Cost of any future repairs in relation to the potential breach will be at the owner's expense.

7. BEST PRACTICE.

The company will install concrete by best practice laid down by Cement Concrete and Aggregates Australia unless specified otherwise by project engineer or architect.

8. COMPANY SITE CARE.

In carrying out work on site, every possible care will be exercised by the Company to minimise the disturbance caused by vehicles, plant and equipment using the access routes to reach the working area and the area immediately around the Contract site, which is required for the working space, and the Company will clear the working area on completion.

We will take care to protect adjacent walls, windows and doors when carrying out our site works, and will clean off overspray if it is evident at the time. However, the client should be aware that protection does not necessarily stop all overspray, especially when pouring wet concrete, exposing aggregate concrete, and using power washers (**also see item 17 below**). Clients must protect particular items (**see items 10 & 14 below**).

9. PURCHASER SITE CARE.

During this period, the Purchaser will be required to protect the site and its surroundings, in particular, prevent any person or animal not authorised by the Company, from trespassing in the working area or interfering with machinery, equipment or other materials stored there.

The Purchaser is required to ensure any Spa pool, garage doors & walls, garden furniture, vehicles and the like is protected before we begin site works. Beyond reasonable care being taken, the Company does not take responsibility for the cost of damage or reinstatement. Any damage must be notified to the Company in writing within seven days of the occurrence. Where a driveway is being worked on, the occupier will need to ensure any vehicles are removed from the property and parked on the road until given permission by OSM Concrete to drive on the new driveway surface. Any works required to enable the removal of a vehicle from the property once preparation work has commenced will be at the cost of the owner/occupier. Note also below, Item **14 Site Requirements**.

10. PROJECT DELAYS.

The Company shall not be liable for any delays for any reason whatsoever beyond the reasonable control of the Company including:

- Inclement and unsuitable weather, or unreasonable or unsafe site conditions.
- Pre-start site care and requirements not carried out by homeowner/client.
- Natural disasters, including, but not limited to:- earthquakes, fire, flooding, high winds and cyclones.
- Proceedings taken or threatened by other disputes with third parties.
- Delay by other Contractor or Tradesmen engaged or nominated by the Purchaser not referred to in the Quotation.
- Authorised extra or additional items being added to the Contract.
- Any local combination of workmen, strike or lock-out difficulty in obtaining suitable materials.

The Company shall not be liable to the Purchaser for the delay in the completion of the work for any of these reasons listed above, and a fair and reasonable extension of time for such completion, at least of the period of the delay, shall be allowed by the Purchaser.

11. DISPUTE.

In the event of any dispute arising during the course of, or subsequent to, completion of work, the Purchaser shall not be entitled to withhold payment in excess of an amount representing a reasonable valuation of the work required to rectify or replace the work, which is specifically subject to the said dispute.

12. EXCAVATION.

The Quotation is based on the assumption that excavation will be in normal sub-soils and that no hidden obstacles will be encountered during any part of the work. If rock or running sand, unstable ground, excess water or any other unforeseen circumstances and/or any service such as water, gas, electricity, telephone, drainage etc. not previously advised to the Company to exist is met with, the Company reserves the right to charge for any additional work involved. The cost of any work, by the Company or others entailed in dealing with it shall be additional to the figure as quoted. OSM Concrete can only assume that any concrete we are demolishing was laid to the standard depth of 100mm below ground. Should we discover concrete deeper than this, this will result in additional demo and dump costs to be charged to the homeowner.

13. GROUND CONDITIONS.

The Quotation assumes that, and is subject to, ground conditions being suitable for the carrying out of any such work. Any additional cost incurred by local body requirements, Engineers requirements, or which the Company reasonably determines is necessary to properly prepare the ground, shall constitute an extra and be paid by the Purchaser upon completion of work.

14. SITE REQUIREMENTS.

The Purchaser is responsible for providing complete free and easy access to the working area of the site for materials, machinery and the provision of all necessary electrical, water and other services. Any additional costs incurred through the Purchaser not providing such, shall be chargeable to and payable by the Purchaser. Limited, or challenging access will incur additional charges, to be assessed on a case by case basis. Any spa pool or outdoor furniture, pots, etc placed on top of an area where we have to work, must be removed by the owner before we proceed. Grass and plants encroaching on a work area must be cut back before site works commence (in some cases, bushes can be tied back).

We note that it is the owners' responsibility to ensure their own access to their property if the works we undertake impede access to the dwelling. At times, fence palings may need to be temporarily removed, or other, to gain access during site works.

15. COMPLETION REQUIREMENTS.

Concrete products require a curing period after laying operations have been completed. The length of this period is usually governed by the weather and the type, volume and weight of traffic to be encountered.

At the time of handing over the completed facility, the Company will advise the Purchaser on this and other precautions that are required to be taken. The Company cannot be held responsible for any damage that may result from the failure to follow these instructions, and such a failure may invalidate the warranty given by the Company under this Contract.

16. PRE-START SURVEY.

The Contract is accepted subject to a satisfactory survey being carried out by the Company. In the event of an unsatisfactory survey, the Company reserves the right to cancel the Contract, and the customer would be notified within 28 days.

17. CONSEQUENTIAL DAMAGE (DEMOLITION) – CONTINGENCY.

- Adjacent Surfaces

During excavation and placing of concrete or overlay, consequential damage to adjacent areas may occur. Although all due care is taken, this is in some cases, unavoidable, therefore not covered by our Public Liability insurance. The cost of any repairs would be over and above the works priced in the quotation received. We recommend that the purchaser allow an approximate PC Sum of \$1,500 over and above the quotation as a contingency. This will potentially cover any further cost.

- Drainage, Electrical or Telephone Lines

As mentioned in item 12 above, when existing concrete or soil is removed, the earth needs to be excavated further to achieve levels of falls, and to achieve the required amount of hard fill depth for the new concrete surface. As the Company cannot see what is below the surface, there is a risk that drainage, electrical or telephone lines may be damaged during this excavation. The cost of any repairs would be over and above the works priced in the quotation received. We recommend that the purchaser allow an approximate PC Sum of \$1,500 to the quotation as a contingency. This will potentially cover any further cost. We also recommend that the purchaser obtain their properties drainage plans from the applicable local City Council.

18. PURCHASER SITE WORKS.

Where part of the work is being carried out by the purchaser our proposal is based on this work being carried out in a workmanlike manner and strictly to the agreed time schedule with regards to proper preparations so our work is not jeopardised in any way. This particularly applies to the excavation work; Additional costs involved in our work due to bad workmanship, or hindrance on the part of the Purchasers workmen, will constitute an extra charge to the Purchaser.

19. SHARED PROPERTIES.

When the works carried out are part of a shared driveway and or part of a body corporate, the monies for the works must be in a shared account prior to works starting, and confirmation must be received by the Company to show this. The standard deposit must be paid as per item 3 above.

Once works are completed, the Company shall receive the final payment in full, monies owed from all parties involved within the Purchasers group.

20. CRACKING.

Concrete cracks may occur in concrete construction for a variety of reasons. Cracking in concrete construction is almost inevitable because concrete, like most other building materials, moves with changes in its moisture content. Specifically, it shrinks as it loses moisture. Being a brittle material, it is liable to crack as it shrinks. On top of this, the substrate beneath the sub-grade can be prone to movement, and out of the Company's control.

The Company will install appropriate expansion and contraction joints at its discretion, to minimise the chance of cracking, but cannot guarantee that concrete will not crack, and accepts no responsibility for any such cracking, or the repair or replacement thereof. Concrete can also be prone to shrinkage during the drying/curing process, resulting in hairline cracking. We cannot guarantee this will not occur.

Please note: A standard 100mm concrete slab is designed for cars up to the size of a family SUV (This is increased to 125mm depth in the Brisbane City Council Area). Driving larger vehicles and trucks on this slab can potentially raise the risk of cracking occurring dramatically. If you are likely to be driving larger vehicles on it, then the concrete should be designed differently (thicker slab, higher MPa and steel reinforcing). This is the responsibility of the purchaser, to be raised at the time of quoting.

Crack Filling. As part of our concrete overlay works, we may need to initially fill cracks that are evident in the existing concrete substrate. We will do so by grinding out the cracks and filling with an epoxy resin. Whilst we use the most advanced systems available for crack repair, we cannot ever guarantee that a crack will reappear over time due to any number of reasons including, thermal movement, land or substrate movement and heavy vehicle usage to name a few.

Therefore, we cannot provide a warranty or guarantee on any cracking, existing, or yet to appear. Even where we recommend installation of our random flagstone / crack chaser style, this will only help to disguise any cracks, they may still reform. Where concrete slabs sit against the house foundation, should there be movement, there will be a risk of the overlay chipping off around these areas.

If we discover cracks during our preparation work, that have not been quoted to repair (were not visible at the time of our pre-start visit), this may result in a variation being charged to the client.

22. DECORATIVE SAW CUTTING.

Decorative cuts will be installed as close to the jointing plan as possible. Please note that cuts will need to be made at the Company's discretion, to minimise the chance of cracking first and foremost. The decorative cuts will be then installed thereafter.

23. DRAINAGE.

100–150mm gaps may be needed at Companies' discretion, for dispersing surface water around walls and planter boxes, if adequate fall is unattainable. Levels and concrete are also set at the Company's direction and may not be installed exactly the same as existing, unless advised by the purchaser prior to works starting. In the case of concrete overlay works, unless specified by the owner during our quotation site visit, we do not allow to level any existing slumping when we overlay, it is a coating only, that follows the levels of the original surface.

24. SEALER.

Bubbling. Newly applied concrete sealer may bubble slightly. This tends to happen more in warmer months when there is more ambient heat and wind. Higher ambient heat makes the solvent in the

sealer evaporate too quickly, leaving this bubbling effect. Please note that these air bubbles do dissipate in a short time with foot and/or vehicle traffic.

White Sealer. In the colder months, often moisture will be trapped in the slab, and turn the newly applied sealer a milky white colour. This is easily remedied with a re-seal or solvent wash to these areas. Some projects installed in winter in areas that do not get any sun will need to be sealed in the warmer months. In these instances, all other work is completed on site. The invoice is paid, but a 5 to 10% retainer is held by the client (dependent on size of works completed). The Company will then return in the warmer months to seal the concrete. The balance is then paid in full. This is assessed on a job-by-job basis.

Maintenance. All decorative concrete that has been sealed needs to be resealed. This will be dependent on the amount of traffic the area receives, and the exposure to UV. Unless otherwise advised, the Company uses a high build, solvent based, acrylic sealer. Resealing will be the purchaser's responsibility.

25. PLAIN CONCRETE.

Concrete is a natural product and cures over a period of a few months. This curing does not occur evenly. It is expected that your new concrete could have a very mottled look. Some jobs much more so than others. This is far more apparent with plain and coloured concrete. As concrete is very porous, it will change colour through moisture ingress from both on top, and underneath the slab. For many people, this is what they find attractive about it. Over time the surface does break down, and will fade to a grey tone.

Unless otherwise requested, plain concrete is installed with a standard trowel finish and some trowelling marks are to be expected. A non-slip broom texture is only applied upon request. A sealer is not usually applied with plain concrete, unless specified by the owner at pricing time.

26. EXPOSED AGGREGATE CONCRETE.

Whilst every effort is taken at the time of placing and finishing the concrete, some inconsistency of colour, depth of aggregate and appearance of the finished concrete are to be expected. As concrete is made up of basic raw materials, they are natural and subject to variations beyond our control.

27. STAMPED CONCRETE.

The nature of the process causes variations in the depth of imprint. Every effort will be made, however, to achieve consistency of depth. The process tends to imitate the traditional finish of bricks and cobblestones, and surface variations are part of the finished product.

28. COLOURED CONCRETE.

Concrete is a natural product and cures over a period of a few months. This curing does not occur evenly. It is expected that your new concrete could have a very mottled look. Some jobs much more so than others. This is far more apparent with plain and coloured concrete. Over time the surface does break down and fade. As concrete is very porous, it will change colour through moisture ingress from both on top and underneath the slab. For many people, this is what they find attractive about it. When choosing colours, they may not turn out exactly as what you have chosen. This is because the concrete is made from natural sand and stone. The concrete can change colour from day to day, even from load to load of concrete. What you have seen in a photo, or in a display, should be used as a guide only. *It is NOT paint.* Please consider this carefully when deciding on choosing your finish.

If a sealed option is chosen, the company will acid wash and seal the product, which enriches the colour, and evens it out somewhat.

29. REMEDIAL WORK.

Where it has been agreed that there is remedial work to be completed, the Company will agree to do so, at a time that is suitable to the Company, that does not interfere with current, and programmed works. The purchaser needs to be aware that repairs will be carried out as and when the weather conditions allow. The Company will make every effort to ensure the same colours and finishes are applied, but cannot guarantee that a slight variance in shade or fleck may occur. Remedial works can only be carried out by an authorised representative of OSM Concrete. Costs of remedial work that has been deemed to be an application/workmanship fault will be incurred by the Company. Any remedial work required, due to damage by the Purchaser or others, or due to an issue with any substrate, will be at the cost of the Purchaser. Payment will be required prior to works being completed.

30. CHEMICAL DAMAGE.

Any chemicals dripping, for example, from vehicles, air conditioning units, chlorine from pools, can potentially damage the overlay or sealer. The Purchaser should strongly follow instructions provided in the Care & Maintenance correctly, and if there is resultant damage or staining that cannot be removed, OSM Concrete can assess the area and provide a suitable repair, at cost to the Purchaser.