

For QBCC licensed
account customers.

PERIOD SUBCONTRACT

SCHEDULE

Dated:

We are required by the Queensland Building and Construction Commission Act 1991 to enter a written contract with you that complies with the formal requirements of the Act for contracts other than domestic building contracts.

CUSTOMER

Name:

Trading as:

Address:

QBCC licence number:

ABN:

Phone:

Email:

SUBCONTRACTOR

Name: Steel-Line Installations Australia Pty Ltd

Address: 51 Perivale Street, Darra QLD 4076

ABN: 97 128 107 344

QBCC licence number: 1129059

SIGNATURES

Signed by Customer:

Signed by Steel-Line:

.....

.....

Printed Name:

Printed Name:

.....

.....
(authorised representative)

Date:

Date:

TERMS AND CONDITIONS

1. DEFINITIONS

Unless otherwise stated, capitalised and italicised terms in this *Contract* have the following meaning:

Commencement Date means the 'estimated installation date' stated in an *Order Acknowledgement*, or any rescheduled installation date.

Completion means the date that *Steel-Line* completes the supply and installation of the *Works* at the *Site*.

Contract means the *Schedule*, these *Terms and Conditions* and an *Order Acknowledgement*.

Contract Sum means the 'total order value' stated in the *Order Acknowledgement*, as adjusted in accordance with this *Contract*.

Customer means the contractor identified as the 'customer' in the *Schedule*.

Deposit means an amount equivalent to 50% of the *Contract Sum*.

Estimated Installation Date means the 'estimated installation date' stated in the *Order Acknowledgement*.

Futile Trip Fee means an additional charge of \$75 (plus GST).

Installation Period means the 'installation period' stated in the *Order Acknowledgement*.

Order Acknowledgement means a document titled "order acknowledgement" given by *Steel-Line* for accepted orders.

Product means materials to be supplied by *Steel-Line* as part of the *Works*.

Schedule means the 'schedule' attached to these *Terms and Conditions*.

Site means the 'site address' identified in the *Order Acknowledgement* where the *Works* are to be carried out.

Steel-Line means the contractor identified as the 'subcontractor' in the *Schedule*.

Terms and Conditions means these 'terms and conditions'.

Trading Account means the facility maintained by *Steel-Line* to provide credit to the *Customer* for goods and services.

Works means the works and *Products* described under the heading 'description of the works' in the *Order Acknowledgement*.

2. STEEL-LINE'S OBLIGATIONS

(a) *Steel-Line* must:

- (i) start the *Works* at the *Site* on the *Commencement Date*;
- (ii) carry out the *Works* in accordance with this *Contract*; and
- (iii) bring the *Works* to *Completion* by the end of the *Installation Period*, as adjusted in accordance with this *Contract*.

3. PAYMENT

(a) The *Customer* must pay the *Contract Sum* to *Steel-Line* progressively, as follows:

- (i) the *Deposit* which unless required to be paid immediately, will be charged to the *Trading Account*; and
- (ii) the balance of the *Contract Sum* which unless required to be paid on *Completion*, will be charged to the *Trading Account*.

(b) Payment of the *Deposit* by the *Customer* to *Steel-Line* is non-refundable once production of the *Product* has begun.

(c) If the *Customer* fails to pay an amount due to *Steel-Line* under this *Contract* by the due date for payment, the *Customer* must pay interest on the outstanding amount at the rate of 21% per annum, calculated on daily rests.

4. VARIATIONS

(a) Either party may request a variation to the *Works* at any time prior to *Completion*. *Steel-Line* may, at its absolute discretion refuse to carry out any variation requested by the *Customer*. The *Customer* must not unreasonably refuse a variation requested by *Steel-Line*.

(b) Any agreement to vary the *Works* must be recorded in a written document signed by both of the parties which:

- (i) describes the variation and states the date of the request for the variation;
- (ii) states the price of the variation or the method for calculating the price, and when the adjustment is to be paid; and
- (iii) states *Steel-Line*'s estimate of any delay or change to *Installation Period* which may result from the variation.

(c) The price of a variation is to be:

- (i) calculated:
 - (A) using the rates (if any) stated in the *Order Acknowledgement*; or
 - (B) using reasonable market rates as determined by *Steel-Line* in its sole discretion;
- (ii) added to the *Contract Sum* and paid to *Steel-Line* in accordance with clause 3(a)(ii).

(d) In the event that a variation is required due to the unavailability of materials:

- (i) *Steel-Line* will select a like-for-like alternative and provide details of that alternative material to the *Customer* for consideration;
- (ii) the *Customer* must either accept the like-for-like alternative proposed by *Steel-Line* or propose a different material which must be readily available and fit for purpose within 5 business days; and
- (iii) upon agreement regarding the alternative material to be used, the variation will be recorded in accordance with clause 4(b).

5. DELAYS

- (a) If the *Installation Period* is required to be extended for a cause of delay which was not reasonably foreseeable at the date of this *Contract* and which is beyond *Steel-Line's* reasonable control, *Steel-Line* must give written notice to the *Customer* of the extension to the *Installation Period* within 10 business days of becoming aware of the cause and extent of the delay.
- (b) Within 5 business days of receipt of a claim under clause 5(a), the *Customer* must notify *Steel-Line* whether it approves or rejects the claim for the extension of time.
- (c) If the extension of time claim is approved, the *Installation Period* shall be adjusted by the delay period approved.
- (d) The *Customer*:
 - (i) has no entitlement to damages, liquidated or unliquidated, consequent upon delay beyond *Steel-Line's* reasonable control in bringing the *Works* to *Completion*; and
 - (ii) agrees that any liability of *Steel-Line* consequent upon delay in bringing the *Works* to *Completion* shall be limited to 2.5% of the *Contract Sum*.

6. ACCESS

- (a) The *Customer* must, at its own cost:
 - (i) provide *Steel-Line* with all-weather and unrestricted access to the *Site*; and
 - (ii) supply *Steel-Line* with any power, water or other services required for the performance of the *Works*.
- (b) The *Customer* must not obstruct, interfere with or hinder the carrying out of the *Works*.

7. CUSTOMER ACKNOWLEDGEMENTS

- (a) The *Customer* agrees and acknowledges that:
 - (i) the *Works* do not include:
 - (A) installation or upgrades to ensure solid fixing points for the door and tracks including erections to steel columns to platework for bracket supports; and
 - (B) any work which is required to be carried out by a licenced electrician;
 - (ii) title to the *Product* does not pass to the *Customer* until the *Contract Sum* has been paid in full;
 - (iii) where any payment is not paid to *Steel-Line* by the due date for payment, *Steel-Line* may enter on to the *Site* and remove the *Works* (including *Products*);
 - (iv) all *Products* are at the *Customer's* risk upon delivery to the *Site*;
 - (v) *Steel-Line* may subcontract all or any part of the *Works*; and
 - (vi) *Steel-Line* may vary these *Terms and Conditions* by notice in writing to the *Customer*.

8. INDEMNITIES / SECURITY

- (a) *Steel-Line*, and *Steel-Line's* officers and employees, shall not be liable for any losses, costs or damages, with respect to existing property on or about the *Site*, whether as a result of negligence, breach of statutory duty or otherwise, which arise as a result of the performance of the *Works* by *Steel-Line* or any subcontractor.
- (b) The *Customer* indemnifies *Steel-Line* against all claims in respect of personal injury or death, or loss or damage to any property at the *Site*, whether as a result of negligence, breach of statutory duty or otherwise, arising out of any act or omission of the *Customer*.
- (c) The *Customer*:
 - (i) charges its interest in the *Site* as security for the performance by the *Customer* of its obligations under this *Contract*, including due payment to *Steel-Line* of all moneys that may become payable to *Steel-Line* arising out of the subject matter of the *Contract*;
 - (ii) must promptly upon written request by *Steel-Line*:
 - (A) deliver an executed mortgage in registrable form to secure the charge; and
 - (B) provide *Steel-Line* with satisfactory evidence of its title to the *Site* within 3 business days;
 - (iii) agrees to:
 - (A) *Steel-Line* lodging a caveat over the *Site* to secure its interest in the *Site*; and
 - (B) pay all stamp duty, registration fees and other costs (including legal costs) which *Steel-Line* incurs in lodging, releasing or withdrawing a caveat.

9. PERSONAL PROPERTY SECURITIES ACT

- (a) These *Terms and Conditions* constitute a security agreement within the meaning of the *Personal Property Securities Act 2009* (Cth) ("PPSA") and create a security interest in the *Product*.
- (b) The *Customer* agrees to sign all documents and provide all information and assistance required by *Steel-Line* to register its security interest on the personal property securities register established under the PPSA.
- (c) To the extent permitted by the PPSA, the *Customer* waves the right to receive notices and statements.

10. RETENTION AMOUNTS / SET-OFF

- (a) No amount may be:
 - (i) withheld from payment of the *Contract Sum* as security for *Steel-Line's* performance of this *Contract*; or
 - (ii) set-off against the *Contract Sum*.

11. TERMINATION

- (a) *Steel-Line* may, at its discretion, terminate the *Contract* by giving written notice to the *Customer* if:
 - (i) any amount (including the *Deposit*) payable under this *Contract* to *Steel-Line* is not paid within 5 business days after the due date for payment; or
 - (ii) the *Customer* fails to provide access to the *Site* as reasonably required by *Steel-Line* by the *Estimated Installation Date*.

12. LIMITATION OF LIABILITY

- (a) In addition to the limitations provided elsewhere in this *Contract*, *Steel-Line's* liability to the *Customer* under or in connection with this *Contract*, including for breach of contract or negligence, is limited to:
 - (i) **direct losses** up to a maximum of \$100.00 and excludes any indirect, special, incidental, or consequential loss or damage including loss of profit or revenue, loss of production, loss of opportunity or loss of use (e.g., from downtime of *Steel-Line's* products); or
 - (ii) an amount exceeding \$100.00 that *Steel-Line* in writing:
 - (A) authorises the *Customer* to incur; or
 - (B) accepts liability for.

13. MISCELLANEOUS

- (a) The *Customer* must pay to *Steel-Line* all debt collection costs, including any legal fees on a solicitor and own client basis, associated with recovery or the attempted recovery of an amount due to *Steel-Line* under this *Contract*.
- (b) To the extent permitted by law:
 - (i) *Steel-Line* provides no warranty for the *Works* until payment of the *Contract Sum* has been received in full; and
 - (ii) this *Contract* contains the whole of the agreement between the parties for the *Works*.