

Terms and Conditions of Hire and Supply ("Terms")

1 Application of Terms

- 1.1 These Terms govern our supply of Services, and Equipment hire to you, including supplies on a cash basis.
- 1.2 It is not our practice to otherwise review terms and conditions on documents that you issue to us.

Unless we otherwise agree in writing, we do not accept, and will not be bound by, any terms or conditions included in, attached to, or referenced in, any other document you give to us like a purchase order.

2 Quotations

- 2.1 Each quotation that we issue:
 - a is an estimate only;
 - b is not an offer or obligation to supply any Equipment or to perform any Services or hire any Equipment;
 - c is exclusive of GST;
 - d does not include the costs of delivery;
 - e remains valid for acceptance for a period of thirty (30) days from the date of quotation, unless withdrawn by us before a contract for supply is formed; and
 - f contains a price on the basis that all Services are performed, and Equipment delivered, during Business Hours,unless the quotation states otherwise.
- 2.2 Quotations provided orally are subject to written confirmation.
- 2.3 A quotation may include additional terms or conditions, which will supplement these Terms.
- 2.4 Should you wish to have Services performed, or Equipment delivered outside Business Hours please let us know as additional charges may apply.

3 Formation of contract

- 3.1 We are not obliged to supply any Equipment or provide Services until after a contract for supply is formed.
- 3.2 A contract for supply is formed, and you have accepted these Terms, when:
 - a you have placed an Order with us; and
 - b we have received any deposit we have required from you in respect of the Order before progressing it; andeither we have:
 - c accepted your Order in writing; or
 - d supplied you with any Equipment or performed any Services following receipt of your Order.
- 3.3 If you revoke an Order:
 - a prior to the formation of a contract for supply or hire then:
 - (i) we will refund you any deposit you have paid in respect of that Order; and
 - (ii) you may be required to pay any fee for the cancellation of the Order; or alternatively
 - (b) after the formation of a contract for supply or hire then unless we are in breach of the contract for supply or hire:
 - (i) you must pay all our reasonable costs associated with fulfilment of your Order; and
 - (ii) we may apply any deposit you have paid towards those costs.

4 Price

- 4.1 The price payable for the Equipment or Services will be:
 - a the price agreed in writing; or alternatively
 - b the price by our prevailing price list/rates as when you place your Order.
- 4.2 We may vary our price or rates by notice to you if you request:
 - a The Equipment or Services be rendered outside Business Hours;
 - b different Equipment or Services to be supplied to the contract for supply; or
 - c that we delay provision of the Equipment or Services for sixty (60) days or more.

- 4.3 Where we vary the price or rates payable for the Equipment or Services pursuant to clause 4.2, we will notify you of the new price/rates. Thereafter you may reject the new price/rates within seven (7) days and terminate the contract for supply without any cost or penalty to you, otherwise you agree that the price/rates will apply to the contract.

5 Delivery and risk

- 5.1 We will use reasonable endeavours to deliver the Equipment at the time and place agreed for delivery. You will make arrangements necessary to take delivery of the Equipment.
- 5.2 You acknowledge and agree that:
 - a unless the contract for supply expressly states otherwise, time in respect of delivery is not of the essence; and
 - b any timeframe or date for delivery is an estimate only and is not a contractual commitment.
- 5.3 Risk of loss, damage, or deterioration to the Equipment passes to you, and delivery is deemed to occur, at the time:
 - a we or our nominated carrier deliver the Equipment to the delivery location stated in your Order (or to such other location as agreed in writing); or
 - b your nominated carrier takes possession of the Equipment.
- 5.4 It is your responsibility to provide suitable, practical, and safe means of access and egress to the place agreed for delivery. If the site is deemed unsuitable or unsafe (at the delivery driver's sole discretion), then the delivery driver may:
 - a refuse to deliver the Equipment and return the Equipment to the point of despatch (in which case an additional delivery fee will apply to any subsequent delivery attempt); or
 - b deliver the Equipment to the location nearest to the agreed place for delivery.
- 5.5 You agree to sign our delivery docket or consignment note or that of our nominated carrier as confirmation that you have received the Equipment, and if appropriate, certify that you have received the Equipment in apparent good order and condition in the quantity or volume
- 5.6 If you authorise us to deliver the Equipment to an unattended location or to leave them outside the agreed place for delivery, we may deliver the Equipment as requested at your risk.
- 5.7 If delivery or collection of the Equipment is deferred:
 - a at your request; or
 - b due to you being unable or unwilling to accept delivery of the Equipment (other than as a result of the Equipment delivered not being in accordance with the contract for supply);in circumstances where:
 - c we are ready to deliver the Equipment and a delivery date has not been agreed; or
 - d the Equipment are due to be delivered or collected on an agreed delivery date,then you will pay to us:
 - e reasonable daily storage charges (which will continue to accrue until such time as the Equipment are delivered or collected); and
 - f any costs associated with us or our nominated carrier attempting to re-deliver the Equipment (where we or our nominated carrier has previously attempted to deliver the Equipment).
- 5.8 You acknowledge and agree that we may deliver the Equipment in one or more lots and may invoice you for pro rata progress in respect thereof.

6 Wet Hire

- 6.1 This clause 6 applies to the Wet Hire of Equipment.
- 6.2 Where the Equipment is hired on a Wet Hire basis:
 - a our Personnel will work under your direction;
 - b you must consult with and fully brief our Personnel on the proposed task, the Site, the conditions of the Site, and matters affecting health and safety and must furnish our Personnel with such other information and documentation they require to complete the task;
 - c you must not permit any other person other than our Personnel to enter or operate (or attempt to enter or operate) the Equipment; and
 - d our Personnel may refuse to carry out any direction

you give if they consider it would be unsafe to any person or property to do so.

7 Payment terms

- 7.1 Unless you have a Credit Facility with us which is not in default:
- deposits we have requested must be paid before we commence providing Equipment and Services;
 - you may be required to pay for all Equipment or Services before they are despatched (in cash or cleared funds); and
 - you may be required to pay for all Services on a progressive basis as performed.
- 7.2 Payment may be made by cash, cheque, electronic funds transfer, Visa, or Mastercard credit cards. We reserve the right to change the payment methods that we accept at any time.
- 7.3 We may charge a payment surcharge for applicable payment transactions equal to our reasonable cost of acceptance.
- 7.4 You agree to pay GST on all taxable supplies upon us issuing you a tax invoice relating to the taxable supply.
- 7.5 You agree to pay sums due to us free of any set off or counterclaim and without deduction or withholding.

8 Claims

- 8.1 Clauses 8.2 to 8.4 only apply if the contract for supply or hire is not a Consumer Contract and not a Small Business Contract.
- 8.2 You must, within seven (7) days of the date of delivery:
- give us notice in writing, with particulars, of any Claim that the Equipment delivered are not in accordance with the contract for supply (including any Claim for shortfall, incorrect supply, or damage to the Equipment); and
 - at our request, provide us with photographic evidence (to our satisfaction) of any alleged damage to the Equipment.
- 8.3 You must notify us in writing of any Claim for non-delivery within seven (7) days of the date of the invoice which relates to the Equipment the subject of your Claim.
- 8.4 If you fail to notify us in accordance with clause 8.2 and 8.3, then, to the extent permitted by law, the Equipment are deemed to have been delivered in good condition and in accordance with the contract for supply.

9 Property and title in the Equipment

- 9.1 You acknowledge and agree we are the owner of the Equipment and retain title to the Equipment in all circumstances. Your right under the hire contract to possess the Equipment is as a bailee only.
- 9.2 For the removal of doubt, neither payment of compensation nor any other event or circumstances will amount to, constitute, or result in any transfer of property or interest in the Equipment from us or any related body corporate of ours.

10 Security interest

- 10.1 You the Customer will not
- register a financing change statement in respect of a security interest in our favour; or
 - (b) create, or purport to create, any security interest in the Equipment nor register, nor permit to be registered, a financing statement or financing change statement in relation to the Equipment in favour of any third party.
- 10.2 You:
- (a) waive your right to receive a copy of any verification statement in accordance with section 157 of the PPS Act; and
 - (b) agree, to the extent permitted by the PPS Act:
 - sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132, 134, 135, 142, and 143 of the PPS Act do not apply and are hereby contracted out of; and
 - you waive your right to receive notices under sections 95, 118, 121(4), 127, 130, 132(3)(d), and 132(4) of the PPS Act.
- 10.3 We need not disclose information of the kind detailed in section 275(1) of the PPS Act, unless required by law.

- 10.4 Where we have rights in addition to those under Part 4 of the PPS Act, those rights continue to apply.

11 Particular purpose

If you require any Equipment for a particular purpose, you must advise us of that purpose prior to placing your Order and must obtain a written assurance from us that the Equipment will meet your requirements. If you do not advise us of your requirements and we do not expressly warrant in writing that the Equipment will be fit for your particular purpose, then you agree that you did not rely upon our skill or judgment in relation to the suitability of the Equipment for that purpose.

12 Default

- 12.1 Clauses 12.2 to 12.4 apply if you fail to pay sums to us when they fall due.
- 12.2 We may charge you interest on the outstanding debt (including any judgment debt) at the rate of 10% per annum.
- 12.3 We may suspend or cease the hire of Equipment or supply of any further Equipment or Services to you.
- 12.4 We may require pre-payment in full for any Equipment or Services which have not yet been supplied.

13 Customer obligations

- 13.1 You must:
- provide suitable and safe access to and from the Site and a safe set-up area for the operation of pumping equipment;
 - supply suitable scaffolding, lighting, and other relevant equipment to ensure a safe work area for our Personnel and to prevent workers from falling from heights;
 - ensure washout locations meet relevant statutes and legislation and you acknowledge and agree you will be liable for any penalties, fees, or fines that are imposed on us if washout locations do not meet relevant statutes or legislation;
 - contain and dispose of all slurry, washout, and blowout materials;
 - assume all responsibility for protection of the public from the workplace or Site pursuant to workplace health and safety legislation and construction industry codes of practice;
 - supply screens for the prevention of concrete spillage or splatter to protect Site personnel, public and private property due to concrete pumping operations;
 - supply an adequate form height to allow for practical filling of the form and to allow for subsequent vibration of the concrete. If an adequate form height is not provided or the concrete slump is not adequate for the pour which results in spillage, overflow, or splashing of concrete, we will not be responsible for any subsequent clean-up;
 - supply traffic control and management services for the setup of pumping equipment on placement site, footpaths, roads and other property;
 - obtain all necessary police and local council permits as may be required;
 - provide a safe, level area with firm ground and adequate space for concrete pumping equipment to be setup on;
 - supply pads or plates to prevent damage to footpaths, slabs, driveways, or to distribute the weight of the outriggers to ensure the concrete pumping equipment is set up in accordance with manufacturer's specifications due to poor ground conditions;
 - supply all pads, plates, cribbage required to comply with workplace health and safety legislation and construction codes of practice;
 - supply Geotech reports to determine ground bearing pressure;
 - provide us with the necessary approvals (inclusive of and not limited to structural engineering) in writing when requiring us to setup concrete pumping equipment on suspended concrete or within close proximity of retaining systems such as retaining walls, piling, sheer walls, etc;
 - identify and make safe any power lines and other

- overhead obstructions within the working and setup areas of the concrete pumping equipment in accordance with current workplace health and safety legislation, codes and standards;
- p obtain all relevant consents or permits for working near power lines and other overhead obstructions;
- q provide qualified observers when the pump is working near power lines or to control movements of plant and equipment around the setup, construction, or placement site;
- r identify and make safe any underground services or trenches within the setup area of the pump;
- s ensure we are provided with timely access to pour areas and concrete pumping equipment when the concrete pumping equipment is occupied with concrete;
- t provide a suitably qualified safety representative and first aid attendant on Site; and
- u provide us with Site specific safety instructions or inductions for our Personnel.
- v Supply of a suitably qualified and authorised person to direct concrete trucks on to the concrete pump hopper
- w Develop a contingency plan, ensuring the availability of both tower crane and Kibble for each scheduled pour for placing boom projects
- x Supply of all site cranalge to lift pipes, hoses and other concrete pumping equipment to inaccessible areas on site

Protection of Equipment on Site

You are responsible for protecting the Equipment and executed works from damage, fire, inclement weather, vandalism, and theft etc. to the time that the equipment is completely demobilised from Site.

14 Concrete Mix Designs

- 14.1 You will supply suitable and pumpable concrete mixes in accordance with relevant Australian Standards. Where a suitable supply of concrete is not provided, you will be liable for any additional costs incurred as a result, such as repriming, additional cleanout or any costs associated with any downtime or incurred back charges.
- 14.2 You will be responsible for any concrete pumping obstructions arising from balling, foreign material or buildup originating from the concrete supply.
- 14.3 If you request us to pump non-compliant concrete (such as aged or improperly mixed concrete) you will be responsible for any associated cleaning equipment fees or pipeline replacement.
- 14.4 You must (on request) provide us with a copy of the concrete mix design for each mix design that is required to be pumped in our Scope of Works prior to pumping the mix design.
- 14.5 You must (on request) provide us with a copy of test reports for any days in which there were issues concrete pumping.
- 14.6 You must consult with us in respect of the rate at which concrete is ordered for every pour and to communicate all other pertinent details in relation to the pour.
- 14.7 You must ensure you supply concrete without unreasonable breaks to ensure continuity in the concrete supply; and if delays are incurred due to the lack of continuity of concrete supply or due to other trades on site, the mobile concrete pump operator will have final discretion on site as to when to clean out the concrete from the pump.
- 14.8 You must ensure concrete delivery trucks are discharged in the order in which they have been batched, and you will be responsible for expired concrete if concrete delivery trucks discharge out of oldest batch time sequence.
- 14.9 You are responsible for supplying a concrete mix design with a maximum aggregate size of 10mm for pours in which vertical elements are not pumped directly from the satellite boom.
- 14.10 You are responsible for supplying a reduced line concrete mix design for long line pour setups at our discretion.
- 14.11 When we are required to pump an exposed aggregate mix design, you must ensure the exposed aggregate concrete mix design is a pump mix.

15 Bookings, notice period, and cancellations

- 15.1 Bookings will not be deemed as confirmed unless the booking is provided in writing by email to relevant depots on the business day prior to the booking. Email confirmations must be received no later than 4 pm on Monday to Friday and no later than 11:00 am on Saturdays. No confirmations will be processed on Sundays.
- 15.2 You must provide us with a minimum of 7 days' notice to supply services which are subject to availability and Meales endeavours to arrive at the site as requested. Second-up booking times (after 9am) are estimates only and the Customer should not confirm concrete orders for batching until the arrival time is confirmed by Meales
- 15.3 You the Customer must provide us with a sufficient notice period for cancellations. We require notification of cancellations by 4:00 pm on the day prior to the booking. If you do not provide us with sufficient notice for the cancellation of a booking, the minimum charges outlined in our quotation will be payable by you.
- 15.4 Cancellations made after 4 pm on the day prior to the booking due to rain, weather, or the unavailability of suitable concrete will be subject to the minimum charges outlined our quotation.
- 15.5 Mobile Concrete Pumps will require a booking time to site at a minimum of 30 minutes prior to concrete arrival.

16 Intellectual Property Rights

- 16.1 All right, title, and interest in the Intellectual Property Rights in and to all Working Documents, and all Equipment supplied by us are, and will at all times, remain our property.
- 16.2 All improvements, derivatives and modifications to the Intellectual Property Rights contemplated by clause 18.1 (the **Improvements**) vest in us immediately on creation. To the extent necessary to give effect to this clause 18, you assign to us all right, title, and interest in the Improvements.
- 16.3 You acknowledge and agree that:
 - a you have no rights to use our Intellectual Property Rights under these Terms, except as expressly set out herein, unless otherwise agreed in writing; and
 - b you must not modify, copy, clone, or reverse engineer any of our Equipment (nor procure or permit any person within your reasonable control to do any of these things).

17 Indemnity

- 17.1 If you default in the performance or observance of your obligations under any contract of which these Terms form part, then:
 - a we will take steps to mitigate our loss and act reasonably in relation to any default by you; and
 - b we will give you notice requesting payment for loss and damage occasioned in respect of those events and requesting that you remedy any breach within a reasonable time; and
 - c if that demand is not met then you indemnify us in respect of loss, damage, costs (including collection costs, bank dishonour fees, and legal costs on an indemnity basis) that we have suffered arising therefrom.
- 17.2 Your liability to indemnify us will be reduced proportionally to the extent that any fraud, negligence, or wilful misconduct by us or a breach of our obligations under contract has contributed to the Claim, loss, damage, or cost which is the subject of the indemnity.
- 17.3 Your liability to indemnify us is a continuing obligation separate and independent from your other obligations and survives the termination or performance of any contract of which these Terms form part.

18 Limitation of liability

- 18.1 No party is liable to the other party for any Consequential Loss, including under clause 19, however caused arising out of or in connection with any contract for supply of which these Terms form part.
- 18.2 While we will take reasonable endeavours to meet any estimated delivery date or estimated time for Equipment and Services, you acknowledge and agree that we are not liable for any delay associated with meeting those estimated timeframes.

- 18.3 You, the customer, agree to indemnify and hold Meales harmless for any and all claims, damages, or injuries arising from any instructions you provide to us
- 18.4 To the extent permitted by law, our liability is limited to: a (in the case of the hire of Equipment):
(i) us providing a suitable replacement. b
(in the case of a supply of Services):
i us supplying the Services again; or
ii us paying you the cost of having equivalent Services supplied.

19 Termination

A party may, with immediate effect, terminate any contract for supply of which these Terms form part by notice in writing, if the other party:

- a commits a material or persistent breach of these Terms and does not remedy that breach (if capable of remedy) within seven (7) days of the receipt of a notice (or such longer time as specified in the notice) identifying the breach and requiring its remedy; or
 - b has failed to pay sums due to the party within seven (7) days; or
 - c has indicated that it is, or may become, insolvent; or
 - d ceases to carry on business; or
 - e comprises an entity which is the subject of the appointment of receivers or managers; or
 - f comprises a natural person who:
 - i has committed an act of bankruptcy; or
 - ii has been made bankrupt; gcomprises a corporation
- which:
- i enters into voluntary administration;
 - ii is subject to a deed of company arrangement; or
 - iii is subject to the appointment of liquidators or provisional liquidators.

19.1 Termination for Convenience

- a Either party may, for any reason or no reason, terminate any Contract to which these Terms apply by giving not less than thirty (30) days' written notice to the other party stating that the notice is given pursuant to this clause.

20 Trustees

- 20.1 If you are the trustee of a trust (whether disclosed to us or not), you warrant to us that:
- a you enter into the contract for supply in both your capacity as trustee and in your personal capacity;
 - b you have the right to be reasonably indemnified out of trust assets;
 - (c) you have the power under the trust deed to enter into the contract for supply; and
 - (d) you will not retire as trustee of the trust nor appoint any new or additional trustee without first notifying us in writing and having the new or additional trustee sign an agreement on terms substantially the same as those governing your Credit Facility (where applicable).
- 20.2 You must give us a true and complete copy of the trust deed upon request.

21 Variation

We may amend these Terms in the future by notifying you in writing. The amended Terms will thereafter apply to each Order you place unless you earlier give us written notice in advance of placing a further Order.

22 Assignment

A party may only assign its rights under the contract for supply with the written consent of the other party.

23 Subcontracting

You acknowledge that, given the nature of the Services, and Equipment, we may be reasonably required to subcontract:

- a the supply of any part of the Equipment to be supplied; and
- b the Services we are to provide (or any part of those Services),

however, doing so will not relieve us of any of our obligations to you under any contract of which these Terms form part

24 Conflicts and Inconsistencies

If there is any conflict or inconsistency between any of the documents which together govern the relationship between the parties, it is agreed the order of precedence will be (highest to lowest):

- a any additional terms or conditions contained in our quotation applicable to the supply of Services, or Equipment hire;
- b any terms governing your Credit Facility; and
- c these Terms.

25 Severance

If any part or term of our agreement with you (including any Credit Facility) is illegal, invalid, or unenforceable, it will be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from the contract and the remaining provisions will not be affected, prejudiced, or impaired by such severance.

26 Governing law and jurisdiction

- 26.1 Our relationship is governed by and must be construed according to the law applying in the Australian State of Operation
- 26.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Australian State of Operation
with respect to any proceedings that may be brought at any time relating to our relationship.

27 Definitions

In these Terms, unless the context otherwise requires, the following definitions apply.

- 27.1 **Australian Consumer Law** means Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended.
- 27.2 **Business Hours** means between 07:30am to 5:00pm on a day that is not a Saturday, Sunday, or gazetted public holiday in the place where the Equipment or Services are, or are to be, supplied.
- 27.3 **Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, or award howsoever arising, whether present, unascertained, immediate, future, or contingent, whether based in contract, tort, pursuant to statute or otherwise and whether involving a third party or a party to a contract for supply.
- 27.4 **Consequential Loss** includes any:
 - a consequential loss;
 - b loss of anticipated or actual profits or revenue;
 - c loss of production or use;
 - d financial or holding costs;
 - e loss or failure to realise any anticipated savings;
 - f loss or denial of business or commercial opportunity;
 - g loss of or damage to goodwill, business reputation, future reputation, or publicity;
 - h loss or corruption of data;
 - i downtime costs or wasted overheads; or
 - j special, punitive, or exemplary damages.
- 27.5 **Consumer Contract** has the meaning given to this term in section 23(3) of the Australian Consumer Law.
- 27.6 **Credit Facility** means an account we have opened for you on which we may, from time to time, extend you with additional time to pay for the hire of Equipment and Services and associated charges.
- 27.7 **Customer, you** means the person or other entity who has placed an Order with us for the supply of Equipment or Services (or the person on whose behalf an Order is placed).
- 27.8 **Equipment** means the plant, machinery, vehicles, tools, or equipment described in the Hire Schedule (including, unless otherwise agreed in writing, any replacement parts, components, tools, and other items used to service and maintain the Equipment), including manuals and logbooks, associated or attached tools, accessories and parts we have agreed to hire to you in accordance with the hire contract.
- 27.9 **Equipment** means all Equipment supplied by us, as described on our quotation, invoice, or any other form issued by us.
- 27.10 **Hire Schedule** means the document, if any, provided by us which includes particulars of the Equipment, the Site, and any other applicable charges.

- 27.11 **Intellectual Property Rights** means all industrial and intellectual property rights throughout the world, whether present or future, and whether protectable by statute, at common law or in equity, including rights in relation to copyright, trade secrets, know how, trade marks (whether registered or unregistered or whether in word or logo/device form), designs, patents and patentable inventions, including the right to apply for registration of any such rights.
- 27.12 **Order** means a written or oral order placed by you requesting to hire Equipment from us or that we provide Equipment or Services.
- 27.13 **PPS Act** means the *Personal Property Securities Act 2009* (Cth), as amended.
- 27.14 **Services** means all services performed by us, as described on our quotation, invoice, or any other form issued by us.
- 27.15 **Site** means the land (including any structure or other facility on the land) upon, over, below, or through where the Equipment will be used, as stated in the Hire Schedule (or where no Hire Schedule has been issued, the land (including any structure or other facility on the land) upon, over, below, or through where the Equipment will be used advised by you and agreed by us).
- 27.16 **Small Business Contract** has the meaning given to this term in section 23(4) of the Australian Consumer Law.
- 27.17 **Supplier, we, us, Meales** means, Meales Sunshine Coast Concrete Pumping Pty Ltd, Meales Brisbane Concrete Pumping Pty Ltd, Meales Gold Coast Concrete Pumping Pty Ltd, Meales Darwin Concrete Pumping Pty Ltd, Meales Concrete Pumping WA Pty Ltd, Meales QLD Concrete Pumping Pty Ltd, Meales Wide Bay Concrete Pumping Pty Ltd, Meales NSW Concrete Pumping Pty Ltd

28 Interpretation

In these Terms, unless the context otherwise requires:

- 28.1 A time is a reference to the time zone of Brisbane, Australia unless otherwise specified.
- 28.2 \$, dollar, or AUD is a reference to the lawful currency of Australia.
- 28.3 A party includes a reference to that person's executors, administrators, successors, substitutes (including a person who becomes a party by novation), assigns, and in the case of a trustee, includes any substituted or additional trustee.
- 28.4 A right includes a benefit, remedy, authority, discretion, or power.
- 28.5 The singular includes the plural and vice versa, and a gender includes other genders.
- 28.6 "In writing" or "written" means any expression of information in words, numbers, or other symbols, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
- 28.7 If a word or phrase is given a defined meaning, its other grammatical forms have a corresponding meaning.
- 28.8 Words such as "includes", "including", and "for example" are not words of limitation and are to be construed as though followed by the words "without limitation".
- 28.9 A term of an agreement in favour of two or more persons is for the benefit of them jointly and each of them separately.
- 28.10 liquidated damages are not applicable to Meales scope of works in any form.
- 28.11 Meales does not warranty any product onsite, therefore, Meales will not provide any retention funds in any form.
- 28.12 There is no requirement under the concrete pumping scope of works for defects liability or works insurance, these items are not to be applied
- 30.13 Meales will provide insurance limited to: Public Liability, Fleet and Workcover. Any other insurances requested by you for any reason shall incur additional fees which shall be totally reimbursed to us by you