AA STEEL WORKS

TERMS AND CONDITIONS

Supply and Installation Services

Supplier	AA Steel Works Pty Ltd ABN: 41 167 993 QBCC: 15033788
Customer	The customer identified in the Quotation/ Purchase Order
Contract documents	Quotation, accepted scope/schedule, these Terms, and approved written variations

IMPORTANT: These Terms form part of every Quotation. Acceptance of a Quotation, issue of an order, instruction to proceed, payment of a deposit, or acceptance of Goods or Services constitutes acceptance of these Terms.

1. Application and contract formation

1.1 These Terms apply to the exclusion of the Customer's terms unless AASW expressly agrees otherwise in writing. If documents conflict, the order of precedence is: approved variation, Quotation/scope, these Terms, then Customer documents expressly accepted by AASW.

1.2 A Quotation is an invitation to place an Order and remains open for 30 days unless stated otherwise. AASW may withdraw it before accepting an Order. An Order binds AASW only when accepted in writing or when AASW starts performance.

1.3 The Customer warrants that the person accepting the Quotation is authorised to bind the Customer and that all supplied plans, reports, loads, specifications, set-out information and instructions are complete, current and accurate.

2. Scope and standards

AASW will supply and install the helical piles and associated items expressly listed in the Quotation. Unless stated otherwise, piling work will generally be performed in accordance with the project design documents and AS 2159 applicable to the scope.

The Quotation is based on the nominated pile quantities, design loads, pile sizes, founding assumptions, estimated depths, access, program, geotechnical information and drawings available when priced. Estimated pile lengths or depths are not guaranteed quantities unless expressly stated as fixed.

2.1 AASW certification is limited to the pile system and scope designed or installed by AASW. It does not certify survey set-out, superstructure load transfer, work by others, or the adequacy of Customer-provided designs unless expressly included.

2.2 Installation torque is a construction control and capacity indicator only when used with the approved design, site conditions and AASW criteria. Achieving a torque value alone does not transfer design responsibility to AASW for loads, founding criteria or information provided by others.

3. Customer information, engineering and approvals

Before mobilisation, the Customer must provide current IFC drawings, pile schedule and loads (compression, uplift, shear and moment as applicable), geotechnical reports, service information, survey control, cut-off levels, access constraints and relevant approvals. Changes or late information may result in a Variation and extension of time.

Unless included in the Quotation, the Customer is responsible for project engineering, building approval, inspections, survey, design of pile caps and connections, load paths and integration of the piles into the structure. AASW may rely on information issued by the Customer, its engineer, geotechnical consultant or surveyor.

4. Site readiness and Customer obligations

4.1 Provide safe, lawful and unobstructed access suitable for AASW trucks, trailers, excavators and lifting operations, including firm trafficable ground, adequate working platforms and space for plant and pile handling.

4.2 Complete earthworks, demolition, trenching coordination and preparation before mobilisation; remove slabs, existing footings, buried structures and obstructions unless expressly included.

4.3 Accurately set out and clearly mark every pile location and cut-off level, and provide a datum. AASW may rely on those marks without independently surveying them.

4.4 Locate, mark and disclose all underground and overhead services, easements and exclusion zones, and provide current utility searches. Utility searches do not replace on-site proving or locating.

4.5 Provide site amenities, water and power where required, a bin or nominated spoil/offcut area, traffic management, permits, inductions and a site representative authorised to give directions.

4.6 Coordinate other trades so AASW can work continuously during agreed hours. Standard allowance is one mobilisation and one continuous work sequence unless the Quotation states otherwise.

5. Underground services and existing property

AASW will take reasonable care but is not responsible for damage to services, structures or obstructions that were not accurately identified, marked and disclosed before work. If excavation, potholing, vacuum locating or exclusion zones are required, they are a Customer responsibility unless included.

The Customer acknowledges that tracked plant and piling operations can mark, rut or damage soft ground, pavements, landscaping, trenches and concealed structures. AASW is responsible only to the extent damage is caused by its failure to exercise reasonable care, not for ordinary site disturbance inherent in the agreed work.

6. Latent conditions and refusal

If AASW encounters unexpected fill, soft or variable strata, rock, boulders, groundwater, contamination, acid sulfate conditions, buried construction, voids, services, access limitations, unstable ground or other Latent Conditions, AASW may stop or modify the affected work and notify the Customer.

Resulting additional pile length, heavier piles, altered helix configuration, extensions, splicing, pre-drilling, core drilling/barrelling, excavation, dewatering, disposal, testing, redesign, waiting, plant change, mobilisation or abortive work is a Variation. AASW is entitled to a reasonable extension of time and is not required to resume affected work until a safe and technically acceptable direction and price basis are agreed.

7. Variations and additional charges

AASW may propose a Variation where the scope, quantities, depths, design, program, access, site conditions, information or Customer instructions differ from the Quotation assumptions. Where urgent action is reasonably required for safety, protection of work or continuity, AASW may proceed after notifying the Customer, using the quoted schedule of rates or, if none, reasonable market rates plus applicable plant, materials, freight and supervision.

Chargeable items include remobilisation, cancelled or deferred attendance, delays outside AASW control, standby, rehandling, replacement of damaged piles, changed set-out or cut-off levels, return visits, additional testing, non-standard working hours, restricted-access methods and work arising from revised drawings.

8. Program, delays and completion

Dates and durations are estimates unless expressly stated to be fixed. AASW is entitled to an extension for Variations, Latent Conditions, unsafe or unready site, weather, industrial events, supply disruption, Customer delay, other trades, approval delay and events beyond AASW's reasonable control.

Practical completion occurs when the piles are installed substantially in accordance with the scope and are capable of their intended use, despite minor omissions that do not prevent use. AASW does not accept liquidated damages, delay damages or retentions unless expressly stated in the Quotation.

9. Testing, records and certification

Static or dynamic load testing, integrity testing, survey/as-built drawings, independent inspection and third-party certification are excluded unless itemised. Installation records will be provided in AASW's standard format where included.

Any certification depends on timely receipt of final approved loads, drawings, pile schedule, geotechnical information, installation records and confirmation that pile heads, caps, connections and later work have not been altered or damaged. Certification may be withheld until all relevant amounts are paid, except where prohibited by law.

10. Price, GST and payment

Prices exclude GST unless stated otherwise. GST and separately identified freight, testing, permits, disposal, travel or other charges are payable in addition. Payment terms are those in the Quotation; if none are stated, invoices are due within 14 calendar days.

Payment is due without retention, set-off or deduction except where required by law or agreed in writing. For construction work, payment claims and schedules operate subject to the Building Industry Fairness (Security of Payment) Act 2017 (Qld) and any other mandatory legislation. Pay-when-paid provisions do not apply.

Overdue amounts bear interest at the Reserve Bank of Australia cash rate target plus 6% per annum, calculated daily, together with reasonable recovery costs. AASW may suspend after giving any notice required by the Contract or law.

11. Risk, title and care of installed work

Risk in Goods passes on delivery to site. Title remains with AASW until all amounts owing for those Goods are paid, to the extent title can remain after incorporation into land or other property. The Customer must protect delivered and installed piles from damage, movement, unauthorised cutting, welding, loading or interference by others.

The Customer grants AASW a security interest in unpaid Goods and their proceeds under the Personal Property Securities Act 2009 (Cth) and must do reasonable things required to perfect that interest. AASW may enter a site to recover unpaid, readily removable Goods only with lawful authority and without breaching the peace or damaging incorporated work.

12. Defects

The Customer must notify AASW promptly, and in any event within 5 business days after becoming aware, of an alleged defect and provide reasonable access to inspect. The Customer must not arrange rectification by others without first giving AASW a reasonable opportunity to inspect and rectify, except for urgent safety work.

AASW will rectify work proven not to comply with the Contract. This obligation does not apply to defects caused by design or instructions not supplied by AASW, undisclosed conditions, settlement or movement unrelated to AASW's piles, damage or alteration by others, loads exceeding those advised, or lack of maintenance/protection.

13. Intellectual property and confidentiality

AASW retains all intellectual property in its proprietary pile systems, helix geometry, manufacturing methods, calculations, drawings, details, tools and technical material. Once all amounts are paid, the Customer receives a non-exclusive licence to use project-specific documents solely for the project and purpose for which they were issued. The Customer must not manufacture, reproduce, reverse engineer or provide AASW proprietary material without written consent.

14. Australian Consumer Law and warranties

Nothing in the Contract excludes, restricts or modifies a guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law or other applicable legislation. Where liability for a failure of a statutory guarantee can lawfully be limited, AASW limits its liability, at its option, to repairing or replacing the Goods, resupplying the Services, or paying the reasonable cost of doing so.

Any AASW express product or workmanship warranty stated in the Quotation applies only for its stated period and conditions. Design life is an engineering durability assumption and is not a warranty period. Warranty does not cover fair wear, corrosion outside the nominated exposure assumptions, misuse, alteration, installation or work by others, overloading, changed ground or groundwater conditions, movement outside the pile system, or failure to follow AASW requirements.

15. Liability

To the maximum extent permitted by law, neither party is liable to the other for indirect or consequential loss, loss of profit, revenue, opportunity, production, goodwill, financing cost, or liquidated damages, except where expressly accepted in the Quotation.

To the maximum extent permitted by law, AASW's aggregate liability arising from the Contract is limited to the amount paid or payable to AASW under the affected Quotation. This cap does not apply to liability that cannot lawfully be limited, or to personal injury or property damage caused by AASW's negligence. Each party must take reasonable steps to mitigate loss.

16. Indemnity

The Customer indemnifies AASW against third-party claims and reasonable loss to the extent caused by inaccurate Customer information, Customer-supplied design or instructions, unsafe or undisclosed site conditions, damage or alteration by others, the Customer's breach, or negligence of the Customer or its personnel. The indemnity is reduced to the extent AASW caused or contributed to the loss.

17. Suspension and termination

AASW may suspend performance on written notice if payment is overdue, the site is unsafe or not ready, information or approvals are missing, a Latent Condition prevents progress, or the Customer materially breaches the Contract. AASW is entitled to reasonable demobilisation, remobilisation, delay and storage costs caused by the suspension.

Either party may terminate for a material breach not remedied within 7 days after written notice, or immediately if the other party suffers an insolvency event. On termination, the Customer must pay for Goods manufactured or committed, Services performed, unavoidable supplier cancellation charges, and reasonable demobilisation and termination costs. Rights accrued before termination continue.

18. Force majeure

A party is not liable for delay or failure caused by an event beyond its reasonable control, including severe weather, flood, fire, industrial action, transport interruption, supply shortage, government action, utility interruption or major plant breakdown not reasonably avoidable. Time is extended for the effect of the event. Either party may terminate the affected unperformed portion if the event continues for more than 30 days, with the Customer paying amounts properly due for work and commitments to the termination date.

19. Disputes

A party claiming a dispute must give written notice describing it. Senior representatives must meet or confer in good faith within 5 business days. If unresolved after 10 business days, either party may refer it to mediation in Queensland. This clause does not prevent urgent interlocutory relief, debt recovery, adjudication, or exercise of statutory rights under security-of-payment legislation. The parties must continue undisputed obligations where reasonably practicable.

20. General

20.1 The Contract may be amended only in writing signed or confirmed by authorised representatives. A waiver must be in writing and applies only to the stated instance.

20.2 If a provision is invalid or unenforceable it is read down or severed, and the remainder continues.

20.3 AASW may subcontract performance while remaining responsible for its contractual obligations. Neither party may assign the Contract without the other's consent, not to be unreasonably withheld, except AASW may assign receivables or assign as part of a business restructure or sale.

20.4 Notices may be delivered by hand or email to the addresses stated in the Quotation and are deemed received when delivered, or for email when no delivery failure notice is received.

20.5 The Contract is governed by Queensland law and the parties submit to the non-exclusive jurisdiction of Queensland courts.

20.6 Nothing creates a partnership, joint venture, agency or employment relationship.

21. Definitions

“AASW” or “Supplier” means AA Steel Works Pty Ltd; “Customer” means the entity named in the Quotation; “Contract” means the contract formed from the Contract documents; “Goods” means products supplied by AASW; “Services” means the supply and installation services described in the Quotation; “Latent Condition” means a physical condition at, below or near the site materially different from what AASW reasonably anticipated from the information made available before pricing; “Quotation” includes its scope, price, assumptions, inclusions, exclusions and schedule of rates; and “Variation” means an agreed or instructed change to the Goods, Services, sequence, conditions or assumptions.