

Eccentricity Pty Ltd Standard Terms and Conditions

Our offer is in accordance with the specified performance criteria and requirements of the scope of work. We ask that the following items below be specifically noted:

Item	Detail
Scope of Works	As per this tender letter.
Access	Our offer is based on unimpeded access to the works during all working times.
Site Amenities	To be provided by others.
As built / Installed Documents	Included as specified.
Tender Validity	30 days from the date of this tender letter, then subject to confirmation
Progress Claims & Payments	Payment as described in this document
Claims for unfixated materials held on site	Materials will be invoiced upon delivery to site. All invoices for materials have a standard net 7 days from receipt of materials unless specified in this document
Claims for materials held off site	Where for any reason whatsoever, it is necessary for materials to be stored off site, these will be included in the progress claims.
Payment terms for all progress claims and invoices	Net 30 days from the date of claim or invoice. If payment is not received within the specific payment terms period, all works will cease until all amounts are paid and up to date. Eccentricity will charge penalty interest of 5% of outstanding invoice value per day the invoice is overdue
Title in Goods	To remain with Eccentricity until Eccentricity has been paid for the goods. The purchaser acknowledges and authorizes entry will be given to Eccentricity to recover any goods for which full payment has not been made. The Purchaser hereby authorizes Eccentricity to lodge any outstanding payments and material amounts with PPSR
Variations and Days work mark ups	For all variations not subjected to submitted schedule of rates, we will apply 15% on all materials and labor charges shall be in accordance with the rates specified within the current Eccentricity schedule of rates. For delays out of the control of Eccentricity, a day rate or part thereof will be charged at the rate of \$1000 per day per person attending site.
Liquidated Damages	Will only be accepted if directly attributable to action on our part and then limited in proportion to separable portion of project and capped at 0.2% per week to maximum 5% of the contract sum.
Warranty and Defects Liability Period	12 months from practical completion
Construction Program	All construction programs to be mutually agreed or as specified in the scope of work
Standard Normal Time Working Hours	Our offer is based on a standard 5 day working week Monday to Friday, between hrs 07:00-16:00
Extensions of Time	Extension to contract to be granted where delays are out of Eccentricity's control and costs reimbursed by the Purchaser
Insurance Taken Out By Others	To not be inconsistent with our own policies. No additional responsibilities for deductibles will be accepted.
Liability Insurance	Limited to acts of negligence on our part and only where physical damage has occurred.
Insurances in Joint Names	Eccentricity is happy to place a client as an interested party on our insurances but not in joint names.
Associated Works	Not included unless specifically itemized and detailed in this offer.
Design	Design by others.
Guarantee / Warranty for the Works	No warranty extended unless otherwise stated.
Consequential Loss	Not accepted.
Indemnities	Eccentricity will only accept responsibility for its own actions.
Goods and Services Tax & Other Taxes	Included as specified in this document.
Changes in Rates of Taxation	Any changes in rates of taxation during the duration of the project affecting its cost to be reimbursed.
Site Allowance, All Purpose or Special Allowance	Not applicable at this site