



▶ **SHEDS**      ▶ **GARAGES**  
▶ **PATIOS**    ▶ **CARPORTS**

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P.O.Box 318 Mudgeeraba QLD 4213

### STANDARD TERMS & CONDITIONS OF SALE

**SUPPLY OF MATERIALS OR KIT** All orders are solely for the purchases of supply of goods and is not to be understood as being for the construction and/or approval of the building. All installation works, plus council & building application/approval processes are the responsibility of the client. In the case where council approval is not sought or obtained, the client acknowledges his/her request that the kit building be ordered & delivered without delay & without council approval. The client indemnifies Excalibur Steel Buildings Pty Ltd in full in respect to any costs & changes that council may insist upon.

**1. DELIVERY** The method of transport is at the discretion of Excalibur Steel Buildings and/or its suppliers unless the client requests a particular method. Delivery charge is subject to change depending on exact site location. Delivery of materials is subject to a level and accessible site, which is at the discretion of the cartage contractors. The point of delivery of the goods on the site is at the discretion of the cartage contractor's driver and Excalibur Steel Buildings takes no responsibility as to the driver's decision. To assist with this, it is strongly recommended that the client be present at the time of delivery, and that photographic evidence of the property showing access and the preferred point of delivery be sent to Excalibur Steel Buildings at a reasonable amount of time before the delivery is made so that it can be forwarded to the cartage contractor. In the event that the client's premises or delivery address is unattended when the cartage contractors delivers the goods, the signature of the person/s who delivers the goods on the delivery docket shall be prima facia evidence that the goods were delivered. The client must pay for any additional delivery costs which are caused by delays on site, or inaccurate delivery instructions or diagrams.

The client shall give reasonable notice of request of any changes to delivery date/s. Approval of delivery date changes are at the discretion of Excalibur Steel Buildings, its suppliers, and the cartage contractor. Excalibur Steel Buildings will not be liable for any costs or consequential losses incurred to the client by changes of delivery dates made by the suppliers and cartage contractors. All risk for the goods transfers to the client on delivery.

**2. PASSING OF RISK** Any risk of damage, loss or deterioration of the goods will pass from the seller to the buyer: a) when delivery is carried out by the designated transport of Excalibur Steel Buildings Pty Ltd or its suppliers, and the goods have been fully unloaded by the cartage contractor onto the client's site; or b) when the client designates the method of transport and the goods have been fully loaded onto the client's vehicle or a vehicle nominated by the client.

**3. CLAIMS FOR DAMAGED OR MISSING GOODS** As per manufacturer's terms and conditions, all goods must be inspected for damage or missing items within 7 days of delivery. Excalibur Steel Buildings or the cartage contractors must be made aware of any damaged or missing items within this time. Failure to notify Excalibur Steel Buildings or the cartage contractors within this time will be deemed to be an acceptance by the buyer of the goods. Excalibur Steel Buildings will not be liable for any delays and/or associated installation costs involved as a result of damaged and/or missing goods.

**4. VARIATIONS** All changes or variations to the original contract must be placed in writing and are subject to agreement from both parties. Excalibur Steel Buildings reserves the right to change the contract price for variations.

**5. DESCRIPTION OF BUILDING PRODUCTS** All descriptions, specifications, illustrations, drawings, dimensions and weights shown are approximate only and are intended to be a general description. Excalibur Steel Buildings will not be liable for any loss or damage incurred as a result of the buyer relying upon such specifications, illustrations, drawings, dimensions and weights shown.

**6. ENGINEERING** Final pricing is subject to engineer's final requirements. The engineers and designers reserve the right to change the specifications as they see fit. Where engineering is supplied, all specifications must be followed, as advised by the engineer's letter/form and drawings.

**7. TERMS OF PAYMENT** A standard deposit of 10% of the purchase price is required on most structures for generation and release of engineering documentation, except items that are less than \$5000, where a 20% deposit is required to obtain engineering documentation. The balance of the cost of materials is due to Excalibur Steel Buildings upon placement of orders to its suppliers (ie. prior to manufacturing) for those goods as requested by the buyer. For sheds, this is split into 70% first, then the final 20% immediately prior to delivery.

By signing the acceptance below, it is also understood that you have read and agreed to the terms & conditions of sale.

### ACCEPTANCE

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Signed: \_\_\_\_\_

**LYSAGHT**



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*"Our Buildings Are Your Investment"*