

## Quotation Acceptance Slip – Extensions & Inclusions

**Deliveries:** There are certain areas that are subject to a “NO GO ZONE”. Any site that has overhead power lines within 6.4 metres of the delivery point is one of these and can incur an extra cost for those services as the law states that a “qualified” spotter is required. Please refer to the **Overhead power lines / NO GO ZONE** diagram at right. All prices quoted are quoted *delivered to site*.

**Cranes:** If a crane is required, it will be at the cost of the purchaser / builder. The transport contractor and M.B. Pre-Fab Framing will endeavour at *all* times to meet the required times of a crane, but neither will be held responsible for any costs incurred by the purchaser / builder, if late.

**Lifting to top plate:** If we are requested to lift our product to “top plate” or “floor”, it will *entirely* be up to the discretion of the driver to deem it not just safe to do so, but possible to do so. The purchaser / builder or their representative must be present at the time and are fully responsible for assuring that the building is safe, sound and braced correctly. If the driver deems it not possible to get in close enough or do so in a safe manner, **it will not be performed**. All sites must be clear and accessible for the delivery driver. If a delivery has to be re-done for any reason which is out of the control of M.B. Pre-Fab or the transport company, an extra delivery cost will be incurred by the builder. If the conditions of the site require the job to be unloaded by “hand”, the purchaser / builder is to supply labour to assist.

**Escorts & Permits:** One or both of these are required when a job is over 2550 mm wide along the coastal roads and if over 3500 mm wide along certain other roads. The route to be taken is *determined* by Vic Roads and is out of M.B. Pre-Fab’s control. If an extra cost is incurred due to Vic Roads changing the route, those costs will be passed onto the purchaser / builder.

**Quotations:** Quotations are valid for 30 days from the date shown on the quote. If you are wishing to place an order and the quote is not valid due to the expiry of the 30 days, the quote will automatically have to be updated. If it is within the 30 days and the price of timber, nail plates, labour or delivery costs have increased, the price *will be* honoured.

If you require a variation or an addition to the job ordered, it has to be submitted in writing and *any* extra costs will be passed onto the purchaser / builder. Once an order has been accepted by M.B. Pre-Fab they reserve the right if certain *timber grades or sizes* are not available due to market conditions and M.B. Pre-Fab is to incur extra costs, those extra costs will be passed on once the purchaser / builder has been informed. If it is not acceptable by the purchaser / builder to pay those extra costs, M.B. Pre-Fab reserves the right to withdraw from their commitment to manufacture that job.

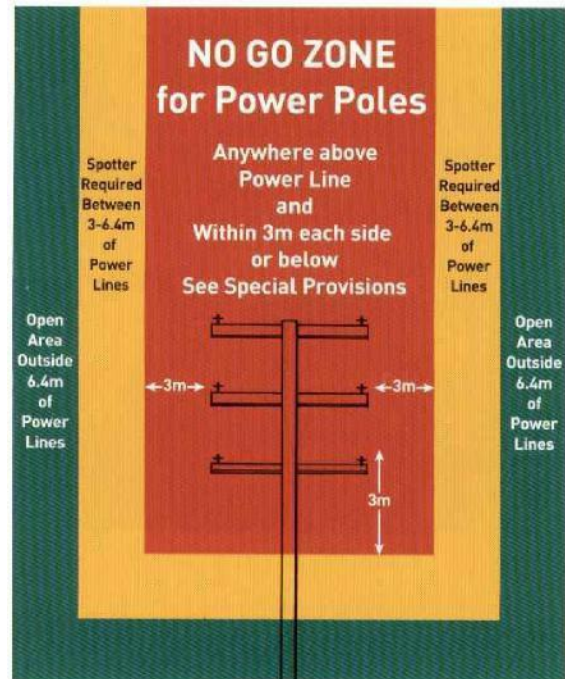


Diagram from WorkSafe's No Go Zones for Overhead Electrical Powerlines brochure

## **PURCHASE AGREEMENT**

### **OWNER BUILDER / NON-ACCOUNT CUSTOMERS**

1. For an order to be accepted by M.B. Pref-Fab we must first have a signed acceptance of the quotation and payment in full of 100% of the quoted price.
2. Time shall not be of the essence of the Contract and delivery dates quoted are estimates only. M.B. Pre-Fab shall not be liable for late delivery or any consequential loss that may follow there from. It is the purchaser's responsibility to ensure suitable and clear access to the delivery site. If deemed as unsuitable by M.B. Pre-Fab, then another delivery fee will apply on any redeliveries.
3. The purchaser shall supply in writing or by way of a plan or drawing detail of all spans, pitch and or pitches and shall be responsible for their accuracy. M.B. Pre-Fab shall not be liable for any loss or defect due to inaccuracy in documents supplied by the purchaser for the performance of the agreement or preparation of the quotation. The purchaser must inform M.B. Pre-Fab in writing of any changes from the original quotation, prior to the commencement of manufacture.
4. The purchaser shall be present at the place of and time of delivery of the goods as hereinafter provided. Failure by the purchaser to so attend shall not oblige M.B. Pre-Fab to complete the delivery of the goods but M.B. Pre-Fab shall be deemed to have effected delivery upon tender of the goods.
5. It is the responsibility of the purchaser to ensure that details, sizes and quantities of the quotation are correct, as any extras will incur an extra cost.
6. No condition or warranty implied by law, equity or statute shall apply to this agreement.
7. M.B. Pre-Fab will not be liable for any defect or failure in goods supplied or any act or omission of its servants whether negligent or otherwise in carrying out work required for delivery, lifting or fixing of the goods on site unless:
  - a. Any claim is made in writing within seven (7) days of delivery;
  - b. Roof claddings are as mentioned in quote;
  - c. Trusses are spaced as per quotation;
  - d. Trusses are not altered after delivery;
  - e. Trusses are slung from panel points;
  - f. Trusses are supported on fixing at the junction of the top and bottom chords or in the cases of cantilevered web trusses, under the junction of the bottom cord and the cantilever web member;
  - g. Trusses are erected as per Truss Layout supplied to the purchaser;
  - h. The purchaser advises M.B. Pre-Fab of any change which could impair the structural efficiency of a roof or wall frame and seeks and follows advice of M.B. Pre-Fab.
  - i. Before extra work is carried out on either wall frames, roof trusses and floor trusses (in the case of supply only) to remedy an alleged defect, written consent must be obtained from M.B. Pre-Fab.
8. M.B. Pre-Fab will not be liable for any loss of wages or materials by any subcontractor(s) working on the proposed site.
9. Property in the goods sold, shall not pass to the purchaser until payment in full of those goods is received by M.B. Pre-Fab.
10. I have read the Extensions & Inclusions to the Quotation Acceptance Slip (Deliveries, Cranes, Lifting to top plate, Escorts and Quotations).

#### **ACCEPTANCE CONFIRMED**

Postal Address:.....P/Code:.....

Job Address:.....

I/We Full name (BLOCK LETTERS).....

hereby request M.B. Pre-Fab to supply the goods described in the quotation at the price stipulated in the quotation on the terms and conditions set out in the Purchase Agreement above.

Purchaser's signature:.....Date:.....

Mobile:.....Land line:.....Fax:.....

Email:.....