



TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF GOODS AND WORKS as at 25 May 2009

These Terms and Conditions replace and supersede all previous OneSteel Reinforcing Terms and Conditions issued prior to 25 May 2009.
OneSteel Reinforcing Pty Limited ABN 22 004 148 289 trading as OneSteel Reinforcing.

General

All Goods are supplied, and Works provided, to Purchasers on these Terms and Conditions. No person employed by or acting otherwise as agent of OneSteel Reinforcing or purporting to do so has authority to accept orders and supply Goods or provide Works on any other terms and conditions or to vary these Terms and Conditions in any way whatsoever unless the person has been authorised to do so by OneSteel Reinforcing.

1. DEFINITIONS

1.1 In these Terms and Conditions:

- (a) **Contract** means the contract created in accordance with clause 4;
- (b) **Delivery Offer** means the delivery offer, which sets out the terms and conditions on which OneSteel Reinforcing delivers Goods, and which is available on request from OneSteel Reinforcing locations;
- (c) **Goods** means goods, products and materials (and any related Works) supplied by OneSteel Reinforcing under the Contract;
- (d) **OneSteel Reinforcing** means OneSteel Reinforcing Pty Limited ABN 22 004 651 325;
- (e) **Purchaser** means the person, firm or company that agrees to purchase the Goods or Works;
- (f) **Quotation** means a quote for Goods and/or Works issued to the Purchaser by OneSteel Reinforcing;
- (g) **Working Documents** means architectural drawings, structural drawings, construction drawings, specifications and reinforcement schedules or other documents together with any variation or site instruction;
- (h) **Works** means any labour performed and/or services provided by OneSteel Reinforcing under the Contract (whether or not a fee is charged for such labour and/or services), including but not limited to estimating, scheduling, re-scheduling, detailing, re-detailing, design, re-design, prefabrication, project management, steel fixing and administrative services; and
- (i) **writing** means hard copy, signed by a person authorised in writing, or electronic, transmitted by a person authorised in writing.

2. QUOTATIONS AND PRICING

- 2.1 OneSteel Reinforcing may at any time and at its absolute discretion accept or reject in whole or in part any request from the Purchaser for a Quotation.
- 2.2 A Quotation is valid for a period of 30 days from the date of the Quotation, unless OneSteel Reinforcing specifies otherwise in writing. Any Quotation may be withdrawn earlier by notice from OneSteel Reinforcing at its absolute discretion.
- 2.3 OneSteel Reinforcing reserves the right to withdraw, change or re-issue a Quotation if supply of the quoted Goods and/or Works does not start within 30 days after the date of the Quotation.
- 2.4 OneSteel Reinforcing reserves the right to change the pricing in the Contract for the whole or any part of the Contract if:
 - (a) supply of the quoted Goods and/or Works does not start within 30 days after the date of the written order acknowledgement;
 - (b) supply under the Contract is stopped or suspended for more than 30 days; or
 - (c) supply under the Contract is changed in any way before, during or after commencement of supply, including but not limited to re-design of the project, the start date of supply, the completion date of supply and the agreed rate of supply of the Goods and/or Works; or
 - (d) supply under the Contract has not been completed within twelve months of the date of the Quotation.
- 2.5 The price quoted is subject to the Purchaser ordering the whole quantity of the Goods and Works described in the Quotation. If the Purchaser orders less than the whole quantity of Goods and Works specified in the Quotation, then OneSteel Reinforcing reserves the right to revise the pricing for such Goods and/or Works.
- 2.6 Unless otherwise agreed in writing, the price charged for the Goods and Works is the price applying at the date of despatch. Any price indications or price lists are subject to alteration in accordance with these Terms and Conditions.
- 2.7 All amounts shown in OneSteel Reinforcing quotations and invoices may be rounded up or down to the nearest multiple of 10 cents.

3. ESCALATION AND PRICE VARIATION

- 3.1 In addition to its rights in clause 2 or any rights under the Contract, OneSteel Reinforcing may increase or decrease the Contract price of Goods and/or Works during the term of the Contract where it incurs an increase or decrease in its costs (including any transaction or other taxes) of supplying the Goods and/or Works.

4. THE CONTRACT

- 4.1 An order or offer to purchase Goods and/or Works can be made by the Purchaser in writing or verbally.
- 4.2 An order or offer made by the Purchaser does not constitute a binding contract until OneSteel Reinforcing has accepted such order or offer in accordance with these Terms and Conditions.
- 4.3 An order or offer made by a Purchaser is accepted by OneSteel Reinforcing only if OneSteel Reinforcing:
 - (a) formally accepts the order by written acknowledgement; or
 - (b) delivers the ordered Goods and/or Works described in the order or offer, whichever occurs first.
- 4.4 OneSteel Reinforcing may at any time and at its absolute discretion accept or reject part or all of any order or offer made by the Purchaser.
- 4.5 The Purchaser is not entitled to cancel or change part or all of any order or offer accepted by OneSteel Reinforcing, unless OneSteel Reinforcing consents in writing.
- 4.6 The Contract, when created, is wholly documented by (in descending order of precedence):
 - (a) any specific terms agreed by the parties in accordance with clause 6;
 - (b) the Quotation (if applicable);
 - (c) these Terms and Conditions;
 - (d) the relevant Working Documents;
 - (e) the applicable Delivery Offer;
 - (f) the credit terms applying to the Purchaser (if applicable).
- 4.7 Previous dealings between OneSteel Reinforcing and the Purchaser have no effect on the Contract.
- 4.8 Trade custom and/or trade usage is superseded by the Contract and is not applicable in interpretation of the Contract.
- 4.9 The Contract constitutes the entire agreement between OneSteel Reinforcing and the Purchaser with respect to the Goods supplied or Works provided under the Contract and all prior negotiations, proposals and correspondence are superseded by that Contract.
- 4.10 Unless agreed otherwise in writing, OneSteel Reinforcing may, by written notice, terminate the Contract 12 months after the date of first delivery of the Goods and/or Works.

5. QUANTITIES

- 5.1 Generally, the steel mass of steel reinforcing Goods supplied will be within the tolerances permitted by Australian Standards AS/NZS4671, AS3600, AS5100, AS2870, AS2327 and AS/NZS1100.
- 5.2 When calculating the mass of the steel reinforcing Goods, OneSteel Reinforcing will make calculations on a per metre basis in accordance with AS/NZS4671. OneSteel Reinforcing will add a margin of 2.5% onto the calculated nominal mass to cover rolling variations and other costs.
- 5.3 Calculations with respect to the length of steel reinforcing will be made in accordance with AS/NZS1100 Part 501.
- 5.4 Unless the Quotation states that the price is a lump sum, the price in the Quotation is based on estimated quantities of Goods and Works as applicable and, unless the price is a lump sum, the Purchaser is liable to pay for the actual quantity of Goods and the quantum of the Works necessary for OneSteel Reinforcing to perform its obligations. Other than with a lump sum price, any adjustment in the actual price compared to the quoted price will reflect the increase or decrease of the Goods and/or Works actually supplied or provided.

6. VARIATIONS

6.1 No variation of the Contract is effective unless it is agreed to by both parties in writing.

7. WARRANTIES AND LIMITATION OF LIABILITY

7.1 To the extent permitted by law, all implied conditions and warranties are excluded. To the extent that any implied conditions and warranties cannot be excluded, the Purchaser's sole and exclusive remedy for any loss or damage (whether direct, indirect, liquidated, special or consequential and including loss or damage arising as a result of death or personal injury to the Purchaser or any other person) however arising (including by reason of any breach of contract, condition or warranty in the Contract (whether express or implied)) is, where permitted at law, limited to any one of the following, as determined by OneSteel Reinforcing:

- (a) in the case of any Goods supplied by OneSteel Reinforcing pursuant to the Contract:
 - (i) the replacement of the relevant Goods or supply of equivalent Goods; or
 - (ii) the repair of the Goods; or
 - (iii) after prior agreement between OneSteel Reinforcing and the Purchaser, payment of the cost of replacing or repairing or having the Goods replaced or repaired; or
 - (iv) reimbursement of some or all amounts paid by the Purchaser in respect of the Goods.
- (b) In the case of any Works supplied by OneSteel Reinforcing pursuant to the Contract:
 - (i) the provision of the Works again; or
 - (ii) payment of the cost of having the relevant Works provided again; or
 - (iii) reimbursement of some or all amounts paid by the Purchaser in respect of the Works.

7.2 Goods which are not manufactured by OneSteel Reinforcing are subject solely to the warranties (if any) specified by the manufacturers or the third party suppliers to OneSteel Reinforcing, and the Purchaser acknowledges that, to the extent permitted by law, OneSteel Reinforcing gives no warranties beyond such manufacturers' or suppliers' warranties.

7.3 The Purchaser acknowledges that OneSteel Reinforcing makes no representations or warranties as to the fitness or suitability for any purpose of any of the Goods or Works described in the Quotation or Contract.

7.4 Except as required by law, OneSteel Reinforcing is not obliged to accept Goods returned for any reason.

7.5 OneSteel Reinforcing is not liable for the design, lifting and/or positioning of any pre-fabricated elements at the Purchaser's site, including but not limited to manually tied and/or welded components.

7.6 Subject to clause 7.1 and Part VA of the *Trade Practices Act 1974 (Cth)*, OneSteel Reinforcing is not liable to the Purchaser for any loss or damage, whether direct, indirect, liquidated, special or consequential and including loss or damage arising as a result of death or personal injury, however caused (including negligent or reckless conduct or omission) which the Purchaser or any other person may suffer or incur and which may, without limiting the generality of the foregoing, arise directly or indirectly in respect of the Goods and/or Works, any defects in the Goods and/or Works or in respect of any failure or omission by OneSteel Reinforcing or any of its officers, agents or employees to comply with the Contract or any obligation imposed by law.

8. INVOICING AND PAYMENT

8.1 Where the Purchaser has an established and approved commercial credit account with OneSteel Reinforcing or with any of OneSteel Reinforcing's related bodies corporate (within the meaning of the *Corporations Act 2001*), the Purchaser must comply with the terms and conditions of that commercial credit account. OneSteel Reinforcing reserves the right to charge an administration fee as determined from time to time to cover credit card merchant fees and OneSteel Reinforcing's associated overhead charges.

8.2 If the Purchaser has a commercial credit account with OneSteel Reinforcing then, unless otherwise agreed in writing:

- (a) OneSteel Reinforcing may issue invoices for Goods and Works either:
 - (i) on despatch of such Goods and/or Works; or
 - (ii) when such Goods and/or Works are delivered; or
 - (iii) when such Goods and/or Works are deemed delivered in accordance with clause 12; and
- (b) the Purchaser must pay all invoices in full and without set-off by the last business day of the month following the month in which the invoice was issued.

8.3 If the Purchaser does not have a commercial credit account with OneSteel Reinforcing then the Purchaser must pay OneSteel Reinforcing for the Goods and/or Works at the time it places an order for such Goods and/or Works with OneSteel Reinforcing.

8.4 OneSteel Reinforcing reserves the right to charge additional administration fees (such as commercial credit account keeping fees) as determined by OneSteel Reinforcing from time to time.

8.5 If OneSteel Reinforcing delivers only part of an order, then it may invoice, and the Purchaser must pay for, that part of the Goods and/or Works delivered, unless otherwise agreed in writing between the parties.

8.6 The Purchaser is not entitled to, and must not demand or hold, any sum on account of retention for completion of the Contract to be performed by OneSteel Reinforcing or against any pending or unsecured claim against OneSteel Reinforcing. If the Purchaser withholds any money as retention money, OneSteel Reinforcing reserves the right to withhold further supply under the Contract or any other contract between OneSteel Reinforcing and the Purchaser.

9. DEFAULT AND TERMINATION

9.1 If:

- (a) the Purchaser refuses or fails to pay any amounts when due under the Contract; or
 - (b) the Purchaser defaults in performing any of its obligations under the Contract; or
 - (c) in OneSteel Reinforcing's reasonable opinion, the Purchaser is insolvent or suffering from financial issues including but not limited to, if the Purchaser is an individual, the Purchaser commits an act of bankruptcy, or, if the Purchaser is a company, it becomes an externally-administered body corporate within the meaning of section 9 of the *Corporations Act 2001 (Cth)* or passes a resolution to wind up; or
 - (d) the Purchaser is in breach of contract,
- then, in addition to and without prejudice to any other rights it has by law, OneSteel Reinforcing:
- (e) is entitled to treat the whole of the Contract as repudiated;
 - (f) may refuse to supply the Goods or provide the Works to the Purchaser;
 - (g) is entitled to treat any other contract between OneSteel Reinforcing and the Purchaser as repudiated; and
 - (h) is entitled to claim return of any Goods in the possession of the Purchaser where title has not passed to the Purchaser.

9.2 The Purchaser is not entitled to terminate, suspend or cancel part or all of the Contract for any reason (including for convenience) except if OneSteel has failed to remedy its breach of the Contract within a reasonable period after the Purchaser gives it written notice of such breach. If the Purchaser purports to wrongly terminate or rescind part or all of the Contract or refuses to take delivery of any Goods delivered in accordance with the Contract, OneSteel may recover from the Purchaser the total amount of the order placed on OneSteel, less any amounts already paid by the Purchaser.

10. MONEY OWING

10.1 A statement in writing as to any amount owing under the Contract by the Purchaser on the date mentioned in such statement is prima facie evidence that such amount is owing.

11. TAX

11.1 Unless otherwise agreed in writing or required by law, all amounts stated in a Quotation or payable under the Contract are calculated or expressed exclusive of GST. If GST is payable, the amount of GST will be specified separately in the relevant documentation.

11.2 If GST is or becomes payable by a supplier in relation to a supply under the Contract, the recipient of that supply must pay to that supplier an amount equal to the GST. An amount payable under this clause 11 must be paid:

- (a) at the same time as the payment of the amount in respect of that supply is due; and
- (b) in addition to the amount payable under the Contract.

11.3 The Purchaser is not obliged to pay any GST unless a valid tax invoice has been issued.

11.4 If the Purchaser fails to pay such GST when due, OneSteel Reinforcing may recover it from the Purchaser as a debt under the Contract.

11.5 Any party that becomes aware of the occurrence of any adjustment event in connection with the Contract must notify the other party as soon as possible. The parties must then take whatever steps are necessary and make whatever adjustments are required to ensure that any additional GST, or refund of GST, on that supply is paid no later than 20 business days after the parties first become aware of the adjustment event.

11.6 For the purposes of this clause 11, terms used in this clause 11 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the meaning given to them in that Act.

12. DELIVERY

12.1 Delivery of Goods will be in accordance with the applicable Delivery Offer. It is the obligation of the Purchaser to ensure that it is familiar with and observes the Delivery Offer. OneSteel Reinforcing may deliver the Goods in any number of instalments.

12.2 If OneSteel Reinforcing quotes the price as "ex works", the Purchaser must collect the Goods from OneSteel Reinforcing's nominated premises at the time notified by OneSteel Reinforcing to the Purchaser.

12.3 If OneSteel Reinforcing quotes the price as "delivered", it will deliver the Goods to the Purchaser's nominated site, and the Purchaser must:

- (a) nominate the site for delivery in writing to OneSteel Reinforcing prior to the delivery;
- (b) ensure that an area is available which complies with all applicable occupational health, safety and welfare legislation; and
- (c) ensure that its representative is available at the time of delivery to acknowledge delivery by signing a delivery receipt.

12.4 If OneSteel Reinforcing's obligation is to deliver the Goods, and the Purchaser or its representative is not in attendance when the Goods are delivered at the Purchaser's nominated site, OneSteel Reinforcing reserves the right to unload the Goods.

12.5 Where the Purchaser does not accept delivery of Goods or allow performance of the Works which it has ordered from OneSteel Reinforcing when such Goods and/or Works are ready for delivery or performance, the Purchaser is liable for any additional charges that OneSteel Reinforcing may incur for storage and/or double-handling, at OneSteel Reinforcing's then current rates.

12.6 If Goods are to be despatched "ex works" they are deemed delivered at the premises of OneSteel Reinforcing when OneSteel Reinforcing notifies the Purchaser that the Goods are ready for collection.

12.7 If Goods are to be delivered by OneSteel Reinforcing, they are deemed to be delivered:

- (a) if the parties agree that the Purchaser or the Purchaser's representative will unload the Goods, when OneSteel Reinforcing delivers the Goods on a truck to a site adjacent to the Purchaser's nominated site; or
- (b) when OneSteel Reinforcing has unloaded the Goods at or adjacent to the Purchaser's site to a ground level, flat area.

12.8 If Goods are to be delivered by OneSteel Reinforcing then, unless otherwise agreed in the Contract or unless otherwise provided in the Delivery Offer, the Purchaser must at its cost unload the Goods.

12.9 OneSteel Reinforcing will make all reasonable efforts to have the Goods delivered to the Customer as agreed between the parties but OneSteel Reinforcing is not liable for:

- (a) any failure or delay in delivery of part or all of the Contract for any reason; or
- (b) any damage or loss due to unloading or packaging; or
- (c) damage to property caused upon entering premises to deliver the Goods.

13. RISK

13.1 Risk in the Goods passes to the Purchaser on:

- (a) delivery of the Goods to the Purchaser; or
- (b) deemed delivery of the Goods to the Purchaser in accordance with clause 12, whichever occurs first.

13.2 OneSteel Reinforcing will not be responsible for any claim from the Purchaser arising from or in any way relating to the unloading of the Goods.

13.3 If OneSteel Reinforcing's officers, agents or employees enter upon any property at the actual or implied request of the Purchaser, OneSteel Reinforcing accepts no responsibility for any damage suffered by the Purchaser or the Purchaser's officers, agents or employees or to the Purchaser's property as a result of or in connection with OneSteel Reinforcing's officers, agents or employees entering such property.

13.4 If a vehicle engaged in the delivery of Goods to the Purchaser's property is disabled or damaged due to the condition of the Purchaser's property, the Purchaser is liable for the cost of salvage of or repair to the vehicle. The Purchaser indemnifies OneSteel Reinforcing and keeps OneSteel Reinforcing indemnified against any loss or damage suffered by OneSteel Reinforcing or as a consequence of OneSteel Reinforcing becoming liable to any third party directly or indirectly as a result of OneSteel Reinforcing's officers, agents or employees entering any property at the actual or the implied request of the Purchaser or unloading the Goods.

14. LEGAL TITLE AND RELATED MATTERS

14.1 The legal and equitable title to the Goods will only be transferred from OneSteel Reinforcing to the Purchaser when the Purchaser has met and paid all that is owed to OneSteel Reinforcing on any account whatsoever.

14.2 The Purchaser acknowledges that until the Purchaser has met and paid all that is owed to OneSteel Reinforcing on any account whatsoever, the Purchaser holds the Goods as bailee for OneSteel Reinforcing and that a fiduciary relationship exists between the Purchaser and OneSteel Reinforcing.

14.3 Until OneSteel Reinforcing receives full payment of all monies due to it from the Purchaser, the Purchaser must keep the Goods separate and in good condition as a fiduciary of OneSteel Reinforcing, clearly showing OneSteel Reinforcing's ownership of the Goods, and must keep books recording OneSteel Reinforcing's ownership of the Goods and the Purchaser's sale or otherwise of them in accordance with clauses 14.5 and 14.6. The Purchaser, if required, must deliver up the Goods to OneSteel Reinforcing.

14.4 If the Purchaser defaults, in addition to OneSteel Reinforcing's rights under clause 9, OneSteel Reinforcing may take possession of the Goods wherever the Goods are located and the Purchaser agrees that representatives of OneSteel Reinforcing may enter upon the Purchaser's premises for that purpose.

14.5 Despite clause 14.1 but subject to clause 15, the Purchaser may sell as fiduciary agent for OneSteel Reinforcing the Goods to a third party in the normal course of the Purchaser's business provided that where the Purchaser is paid by that third party, the Purchaser holds the proceeds of sale, to the extent of the amount owing by the Purchaser to OneSteel Reinforcing at the time of receipt of such proceeds, on trust for OneSteel Reinforcing. The Purchaser must keep those proceeds separate on trust for OneSteel Reinforcing and not mix those proceeds with any other monies.

14.6 If the Purchaser uses the Goods in some manufacturing or construction process of its own or some third party, then the Purchaser holds such part of the proceeds of such manufacturing or construction process as related to the Goods on trust for OneSteel Reinforcing. Such part is deemed to equal in dollar terms the amount owing by the Purchaser to OneSteel Reinforcing at the time of the receipt of such proceeds. The Purchaser must keep that part of the proceeds separate on trust for OneSteel Reinforcing and not mix those proceeds with any other monies. Notwithstanding the above, the Purchaser is still required to pay OneSteel Reinforcing for Goods already delivered and for Goods manufactured or ordered to specification and not yet delivered.

15. RESALE

15.1 The Purchaser agrees that it will not re-supply the Goods supplied to it by OneSteel Reinforcing without OneSteel Reinforcing's prior written consent, which OneSteel Reinforcing may withhold at its absolute discretion.

16. FORCE MAJEURE

16.1 If OneSteel Reinforcing is prevented (directly or indirectly) from supplying the Goods or providing the Works or any part thereof by reason of acts of God, strikes, lockouts, trade disputes, fire, floods, breakdowns, delay in the manufacture of the Goods for any reason whatsoever, interruption of transport, government action, non-delivery of raw material or products, refusal or failure of OneSteel Reinforcing's own suppliers to deliver to OneSteel Reinforcing any Goods or components of Goods, or any other cause whatsoever outside its control (whether or not of a like nature to those specified above), OneSteel Reinforcing is under no liability whatsoever to the Purchaser and is entitled, at its discretion, to give notice to the Purchaser, either to cancel the Contract or to extend the time for its performance.

17. SHORTAGES, DEFECTS AND INACCURACIES, FAILURE OF, OR DELAY IN, SUPPLY

17.1 The Purchaser hereby agrees to check all Goods received immediately upon unloading at their destination and all Works immediately upon completion. No claim by the Purchaser for shortages or improper or defective or damaged Goods, or defective or improper Works, will be recognised by OneSteel Reinforcing unless notified to OneSteel Reinforcing within forty-eight (48) hours of delivery or performance.

17.2 OneSteel Reinforcing will endeavour to rectify inaccuracies or short supply within forty-eight (48) hours of notification, but will not be responsible for any loss or damage (including consequential loss) however caused arising out of or resulting from such inaccuracies or short supply.

17.3 If, due to any cause whatsoever, OneSteel Reinforcing is unable to supply any part of the Contract by the nominated delivery date or at all, it is entitled, at its option:

- (a) to supply to the Purchaser similar Goods and/or Works which in the opinion of OneSteel Reinforcing are an appropriate substitute without prior reference to the Purchaser; or
- (b) not to supply part or all of the Goods and/or Works; or
- (c) delay supply of part or all of the Goods and/or Works,

18. DISPUTE RESOLUTION

- 18.1 If there is a dispute or disagreement between OneSteel Reinforcing and the Purchaser arising in any way from or in relation to the Contract, then OneSteel Reinforcing and the Purchaser must use all reasonable endeavours and reasonably appropriate alternative dispute resolution procedures as soon as possible before resorting to litigation.
- 18.2 Nothing in this clause 18 prevents a party seeking urgent interlocutory relief from a court or requires that party to participate in informal resolution processes for longer than 30 days after a dispute has arisen.

19. CONFIDENTIALITY

- 19.1 OneSteel Reinforcing and the Purchaser agree that a Contract and any other information furnished by one party to the other pursuant to the Contract is and remains confidential between the parties and the parties must not disclose the same, or permit or cause the same to be disclosed, either directly or indirectly, to any third party unless:
- (a) prior approval in writing has been obtained from the other party;
 - (b) disclosure is required by law or;
 - (c) the information is in the public domain prior to the disclosure by the party.
- 19.2 The expression "any third party" does not include the financial or legal advisers of a party or a related body corporate of a party.

20. EXTRAS

- 20.1 Unless noted in the Quotation, the price quoted does not include items such as: tie wire; bar chairs; threading and/or screwing; saw cutting; mechanical splices; welding of any nature; blacksmithing; press work; butt welding; assembly of goods; supply and location of lifting hooks, slings and cradles; supply of bars exceeding lengths of ten metres or exceeding diameter of 36mm; delivery of oversized loads or provision of vehicle escorts; brickwork reinforcing and holding down bolts; galvanizing; on-site scheduling; product containers; steel fixing; on-site accommodation; provision of traffic control; or such other items as specified in the Quotation as being excluded.
- 20.2 Where the Quotation states that prefabricated elements, such as reinforcing elements or cages, BAMTEC®, ROMTECH®, TRUSSDEK®, engineered manufactured items and steel fixing are included, unless expressly stated otherwise the quoted price does not include the cost of or associated with lifting or lowering to position on site; site scaffolding; supply and welding of lifting points; or site welding.
- 20.3 The Purchaser is responsible for the design and location of any required lifting and/or support items at the Purchaser's site.

21. WORKS

- 21.1 Unless expressly stated in a Quotation, the prices, fees or rates quoted do not include any Works.
- 21.2 OneSteel Reinforcing reserves the right to charge for any or all Works.
- 21.3 Where OneSteel has agreed to provide Works, the Purchaser must pay OneSteel Reinforcing's fees for such Works, if applicable, when such Works have been performed.
- 21.4 OneSteel Reinforcing will use all reasonable endeavours to perform Works in a competent, proper and workmanlike manner and exercising a reasonable standard of skill and diligence, but is not liable for any inaccuracy, error or omission arising from performance of the Works.
- 21.5 Where a Quotation expressly includes steelfixing and/or prefabrication as part of the Works, the Purchaser must give OneSteel sufficient notice to arrange such steelfixing and/or prefabrication and meet associated health and safety requirements.

22. WORKING DOCUMENTS

- 22.1 OneSteel Reinforcing accepts no responsibility for the correctness of Working Documents prepared by the Purchaser or a third party.
- 22.2 Unless otherwise agreed, the Purchaser must deliver all Working Documents without charge to OneSteel Reinforcing prior to commencement of the Works.
- 22.3 Where the Purchaser submits electronic copies of Working Documents to OneSteel Reinforcing, then OneSteel Reinforcing reserves the right to charge for the printing costs associated with those Working Documents.
- 22.4 Should errors occur as a result of Working Documents prepared by the Purchaser or a third party, the Purchaser is liable for the cost of rectification.
- 22.5 All Working Documents will remain in the custody and control of OneSteel Reinforcing.
- 22.6 A Quotation does not include any fee for design, re-design, detailing, re-detailing, scheduling or re-scheduling of Working Documents to be prepared by OneSteel Reinforcing unless stated in the Quotation. The Purchaser must pay OneSteel Reinforcing's fees for such services, if applicable, when such Working Documents are prepared.
- 22.7 OneSteel Reinforcing will provide only two copies of material processing supply schedules and associated installation location plans.
- 22.8 OneSteel Reinforcing reserves the right to schedule distribution steel as detailed in the Working Documents or as otherwise agreed in writing.
- 22.9 Unless authorised in writing, neither the Purchaser nor any third party is authorised to reproduce, adapt or use in any manner whether part or whole any Working Documents prepared by OneSteel Reinforcing (whether prepared on a fee paying basis or not). Any unauthorised reproduction, adaptation or use may be, among other things, a breach of copyright and actionable by OneSteel Reinforcing.
- 22.10 The Purchaser indemnifies OneSteel Reinforcing against all claims and all costs, liabilities and expenses incurred by OneSteel Reinforcing as a result of or related to:
- (a) any inaccuracy, omission or error in the Working Documents prepared by the Purchaser or a third party; or
 - (b) Working Documents, or any other documents provided by the Purchaser to OneSteel Reinforcing for the purposes of or in the course of the supply of Goods or performance of Works, breaching a third party's intellectual property rights.
- and this clause 22.10 survives termination or expiry of the Contract.

23. MISCELLANEOUS

- 23.1 A notice under the Contract can only be in writing and can only be given to a party:
- (a) personally;
 - (b) by registered post to the last known place of business or residence or registered office. Such notice is deemed to be received at the time at which the letter is delivered in the ordinary course of post;
 - (c) by facsimile transmission to the last known facsimile number. Such notice is deemed to be received when the sending machine confirms notice has been sent; and
 - (d) by electronic transmission to the last known email address. Such notice is deemed to be received when the sending machine confirms notice has been sent.
- 23.2 The Contract is governed by the laws in the State of New South Wales and the courts of that jurisdiction have exclusive jurisdiction in connection with the Contract.
- 23.3 A party must not assign its benefits or obligations under the Contract without the prior consent in writing of the other party and such other party must not unreasonably withhold its consent to an assignment.
- 23.4 A party waives a right under the Contract only by written notice that it waives that right.
- 23.5 If a provision of the Contract would, but for this clause 23.5, be unenforceable:
- (a) the provision must be read down to the extent necessary to avoid that result; and
 - (b) if the provision cannot be read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of the Contract.

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