



**ABN: 68 006 952 727**

**(TRADING AS) RYPLASS PTY LTD**

## **Terms & Conditions**

### **TERM & CONDITIONS OF QUOTE**

**ABILITY TO SUPPLY:** Every effort will be made to carry out any contract placed with us, but no responsibility will be taken for delays caused by circumstances beyond our control. In the event of being unable to obtain all necessary labour and materials in order to comply with the contract due to strikes, lockouts, fire, Act of God or for any other reason due to circumstances beyond our control we reserve the right to terminate such contract without being liable for any breach due to the above causes.

**BATTENS:** Unless otherwise specified. 38mm X 38mm Pine batten has been allowed for in this estimate. No responsibility will be accepted for existing or future infection by borer or other pest. No responsibility will be accepted for batten stains.

**RISE & FALL CLAUSE:** Cost of material, transport and labour has been based on present costs. If costs vary in any way before completion of contract, we reserve the right to adjust the estimate prices as according. All quotes are only valid for/up to 30 days from the date of the quote.

**RIGHT OF GOODS:** Gilbert Roofing reserve the right to enter upon the Clients premises or elsewhere to take possession of any goods under contract for work and materials for which payments have not been received. The legal and equitable interest in the said goods shall therefor not pass until payment for the said contract has been received by the Company.

**CONFIRMATION OF ORDER:** On receipt of this form, we will deem this as a valid order for supply upon the conditions set out herein.

**MATERIALS:** All goods remaining on site after completion remain the property of the Company and may be removed at their convenience. BROKEN TILES will be stacked on site in heaps and the removal of same shall be the responsibility of the Builder, main contractor or proprietor. Tile pallets are non-refundable. Builder to provide bricklayers sand for bedding of ridges.

**TERMS OF PAYMENT:** Credit will only be granted to those accounts approved in writing, otherwise payment will be required prior to commencement. Progress claims to the value of all materials and labour supplied will be required to be made during larger contracts and such payment shall be made 7 days after application in writing by the Company. Completion will be "practical completion". Overdue accounts will be charged at bank

overdraft interest rates. All legal costs required to recover debts to be borne by the builder, main contractor or proprietor.

**WARRANTY:** In the event of any defect becoming apparent (within a period of **7 years** from the date of completion) due to either our material or workmanship, such defect will be rectified without cost to the customer provided:

- (a) That the defect is not found to be caused by insufficient flashing or other plumbing defect, fixing of antennas, etc.
- (b) That the pitch of the roof is not less than that stated in our estimate.
- (c) The defect is not due to other factors stated in our warranty.
- (d) Small surface imperfections in no way affect the performance of the tiles. Large chips visible from ground level will be touched up on completion. Valley and gable cuts are left unpainted.

**SALE BY SAMPLE:** The bulk of tiles provided shall be deemed to correspond with the sample of tiles sighted by the purchaser, notwithstanding variations in the colour of the tiles supplied from the samples sighted and the purchaser acknowledges with the seller that variations in colour are unavoidable due to differences in raw materials. Further the purchaser acknowledges that it has been advised by the seller to inspect other projects by the seller to accept those Building Standards.

#### **CONDITIONS OF SITE PRIOR TO TILING**

**PLUMBING:** All plumbing, valley irons, gutters, flashings etc. are to be completed and/or in position before commencement of tiling and all vent pipe chimneys, etc. are to be completed before roof is finally ridged. Eaves and linings should be a second fix.

**DUTCH GABLE ROOFS:** Apron flashings to Dutch Gable ends to be 330mm girth x 1.81 kg lead extended past hip apex by approx. 300mm.

**STACKING OF TILES:** Sufficient space is to be cleared around the site close to the building to ensure easy access for the unloading and/or stacking of tiles. Insufficient access may increase the quoted price. We require access to each building on the site requiring our product. If access is restricted you will be charged a long carry by the contractor to get the material to the required loading point.

**BELLCAST BATTENS OR TILING FILLETS:** To be supplied and fixed by the builder.

**AREAS REQUIRING SPECIAL CONSIDERATION:** Notwithstanding the provisions of the Australian Standard Code of Practice for the fixing of concrete roofing tiles it may be necessary to give particular consideration to sarking a roof pitches above that specified in the code.

Areas where additional sarking protection is required are:

1. All coastal areas with 1km of the seafront.
2. All elevated sites where wind may tend to be directed upwards by the surrounding terrain.
3. Fire prone areas/ Bal rated

**DAMAGE TO CEILING AND LININGS:** The seller will not be responsible for unintentional damage to ceilings or fibre cement linings occurring as the result and in course of carrying out the contract if the ceiling or cement linings are installed before tiling is completed. When pre-painted or similar gutters are used, the purchaser is to arrange adequate protection from damage by battens or ladders.

**NOISE PROBLEMS WITH SARKING:** The seller will supply and fix sarking as specified and to the requirements of the manufacturer, but no responsibility will be accepted for any noise problems due to the movement of material concerned.

**OTHER TRADE DAMAGE:** Any damage done by other trades will be charged to the customer.

**THEFT OF OUR MATERIALS FROM SITE:** Any theft of our product from the advised delivery address will be charged to the customer.

**SCAFFOLDING/FALL PROTECTION:** Is required by law and is payable by the customer. If further scaffolding is required by law or to gain safe access to an area of roof, the customer will be charged.

**VARIATIONS:** Any additions to plans given to us by quotation, resulting in increased costs to us, will be charged as will increased costs to us caused by poor quality plans, not to scale, not clearly showing pitch, elevation, eave sizes and types of materials on garages and carports.

**USE OF DRIVEWAYS:** We shall be entitled to use any driveway or crossing as a means of access to the property and shall not be responsible for any damage caused.

**PROJECT DELAYS:** Where the project is delayed more than 60 days from first covering roof and we cannot complete work quoted we will ask for money owing on work completed and will requote the work to complete.