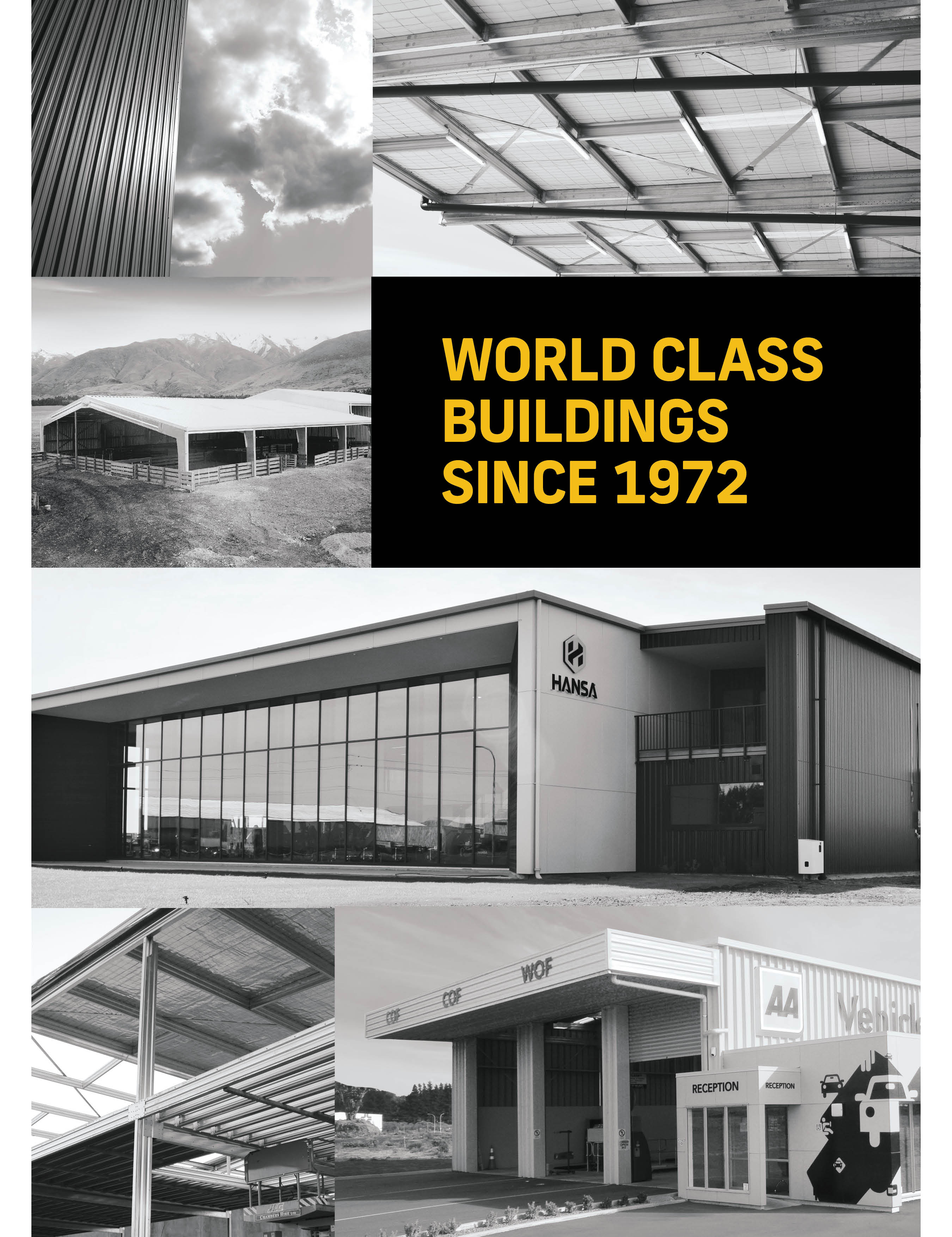
# 

**PROPOSAL**

**[ProjectName]**

**PREPARED BY [ContactPerson] | [Date]**







The Precinct, 40 Onehunga Mall

Auckland, 1061, New Zealand

0800 800 003

sales@formsteel.co.nz

formsteel.co.nz

­

Proposal Number: [ProjectNumber]

Issue Date: [Date]

Valid To: 30 Days of issue

Prepared By: [ContactPerson]

Building Site: [ProjectSite]

Customer: [CustomerName]

Attention: [CustomerName]

**PROJECT: Proposed building for [ProjectName]. Gable Building.**

Thank you for taking your time to consider a quality FORMSTEEL PRE-FABRICATED BUILDING SYSTEM. Formsteel is an innovative manufacturer of world class high-tensile steel building systems. We have provided solutions to virtually every industry throughout New Zealand and Pacific regions for 46 plus years, and this is what we excel at.

All of Formsteel’s Cold Rolled products are completely Galvanised on both sides, which provides a 50 years structural warranty. Combine that with product patents that ensure increased strength, maximising quality and minimising price in comparison to structural steel. Engineered to withstand extreme weather environments & seismic activity, the durability and flexibility of high tensile steel will add serious value to your project.

Now as part of the continuing tradition of uncompromising service, we are pleased to submit the following contract.

Yours sincerely

**[ContactPerson]**

REGIONAL SALES MANAGER

[ContactPersonPhone]

**PROJECT: Proposed building for [ProjectName]. Gable Building.**

1. **OVERALL SPECIFICATIONS**

Length: [Length] m long/deep

Width: [GableWidth] m wide

Height: [WallHeight] m high rising to [WallHeight\_H2]m at the apex (Roof Pitch [RoofPitch\_deg] °)

1. **STRUCTURE**

Quality Galvanised Formsteel System, Main Portal Spacing [BayWidth]m, Clear span, Gable roof.

1. **EXTERIOR**

Roof [roofCladding], [roofCoating] finish.

External Walls [wallCladding], [wallCoating] finish, fixed vertically, front and rear wall enclosed where there isn’t glass or doors.

Gutters Colour Steel finish complete with brackets and PVC downpipes to ground level.

Internal Gutter Two at [Length] m long Roll formed steel framing only.

Flashings & Trim Colour Steel finish.

Roller Shutter Doors Frame for [numberRollerDoors] roller doors included. Doors not included. (option ??)

Personnel Doors Frame for [numberPersonnelDoors] PA door included. Door not included. (option ??)

1. **INTERNAL**

Internal Walls No Internal walls included.

1. **PROFESSIONAL SERVICES**

Engineering Structural engineering plans, calculations and PS1 (including design of concrete foundation) for building consent - Formsteel content only.

Specific design for [Location], wind zone [EWindRegion].

Architectural Includes Formsteel colour coded frame drawing for construction purposes only.

1. **PRICING**

Distributor Kitset Price including freight to site excluding unloading. **$[price\_WithMargin\_WithoutGST]+GST**

(Subject to final engineering).

**Note:** If a Hiab delivery is required it will need to be quoted by Formsteel and treated as a variation to this contract. Any extra fees for Hiab will be on-charged to the client.

1. **PAYMENT TERMS**

Formsteel standard payment terms apply:

20% of the above price is payable on signing of a contract. This is non-refundable.

The remaining balance is payable on completion - but prior to delivery of the kitset.

1. **EXCLUSIONS**

Fire or Geotechnical Reports

Aluminium Joinery – including all framing or flashings

Concrete floor / foundations / panels

Roller Door Installation

Drainage report and calculations

Architectural plans including Site plan / layout plans / elevations

Erecting of the Kitset Building

Council Fees / PS4 / Application for Consent

Roofing netting and underlay (option ??)

Roof clearlites (option ??)

Doors (option ??)

**PLEASE NOTE:** Prices do not include G.S.T. or any council fees and is valid for 30 days from the date of this contract. This contract is subject to Formsteel Technologies Limited Standard Terms & Conditions of trade. We trust this information will be of assistance to you and look forward to your further communication.

Yours sincerely

**[ContactPerson]**

REGIONAL SALES MANAGER

[ContactPersonPhone]

**CONTRACT ACCEPTANCE**

If you wish to proceed with this contract [ProjectNumber], dated [Date], including optional extras and agree to Formsteel Limited standard Terms & Conditions of trade, please complete your order number, signature, and initial each page, then scan and return to [ContactPersonEmail]  - Thank You.

**Name:**

**Signature:**

**Order Number:**

Payments can be made by cheque or electronically to our bank account: ANZ Bank New Zealand Limited, 01-0707-0839627-00

SWIFT CODE ANZBNZ22

**FORMSTEEL LTD. - Standard Terms & Conditions of Trade**

1. **Definitions**
   1. “Seller” shall mean Formsteel Technologies Ltd its successors and assigns or any person acting on behalf of and with the authority of Formsteel Technologies Limited.
   2. “Buyer” shall mean the Buyer (or any person acting on behalf of and with the authority of the Buyer) as described on any quotation, work authorisation or other form as provided by the Seller to the Buyer.
   3. “Guarantor” shall mean that person (or persons) who agrees to be liable for the debts of the Buyer on a principal debtor basis.
2. **Background**
   1. The Buyer has engaged Formsteel to manufacture a structure for a building for delivery to the land referred to as “site”.
   2. The building ("work") is described in the plans and specifications signed by the parties (plans and specifications are provided by the Buyer).
   3. The provisions of the Construction Contracts Act 2002 and consequential amendments to the Regulations apply to this contract.
   4. This contract may incur a price review, should the specified materials increase beyond the seller’s control.
3. **Plans**
   1. The materials supplied will be manufactured As per Engineering drawings and calculations sourced by a suitably qualified Engineer or an independent design professional contracted by Buyer.
4. **Materials**
   1. The kitset should be checked carefully on arrival for any transit damage. Any such damage should be noted on the carrier’s consignment note before signing for delivery, and the Seller informed of the details immediately. Failure to perform these steps will result in NON acceptance of the damage claims by either the carrier or the Seller. The kitset components should be checked against the packing slip supplied and any shortages reported to the Seller within twenty-four hours of delivery. Shortage claims made outside this period will not be recognised. If rolls of roofing underlay are included in the kitset these will deteriorate if left out in the weather, and should be stored in a dry place or adequately covered. No claims for deterioration will be recognised if roofing underlay is not stored in weatherproof conditions.
   2. Goods are supplied as per quotation and agreed contract details. The Seller shall not be liable for any additional materials purchased by the buyer either before, during or after construction of the Kitset components supplied.
5. **Delivery**
   1. Once Council approved plans have been received and accepted, production of the kitset will begin and Seller will aim to dispatch it within Seller’s standard production lead times.
6. **Building Design and Material Suitability**
   1. The Buyer shall ensure that the kitset material and design ordered are fit and suitable for its particular purpose and that the Seller is under no liability if that is not the case.
7. **Building Dimensions**
   1. Height Dimensions stated are from ground level (or top of concrete floor if poured prior to erection) to the underside of roofing.
   2. Width and length dimensions from inside of cladding line to inside of cladding line unless otherwise stated.
8. **Extras and Variations**
   1. If the Seller agrees to carry out any extra, variation or deletion the cost shall be agreed upon at the time of such agreement and prior to the Seller beginning the manufacture of components specified and shall be paid for as per standard payment terms of the Contract. The Seller shall make all reasonable variations to the works ordered by the Buyer.
9. **Permit**
   1. In the event of any authority requiring amendments to the specifications for any reason other than negligence on behalf of the Formsteel or its employees then the Buyer will meet all additional costs which may arise from the amendments (including but not LIMITED to additional labour and material costs and engineering fees) and such costs shall be deemed to be an extra to the contract.
   2. In the event of any authority requiring any information or consultancy or certification, all costs associated with such requirements will be borne solely by the Buyer.
10. **Intellectual Property**
    1. Where the Seller has designed, drawn or written goods for the Buyer, then the copyright in those designs and drawings and documents shall remain vested in the Seller, and shall only be used by the Buyer at the Seller’s discretion.
    2. The Buyer warrants that all designs of instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Buyer’s order and the Buyer agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such infringement.
    3. The Buyer agrees that the Seller may use any documents, designs, drawings or goods created by the Seller for the purposes of advertising or marketing.
11. **Representations**
    1. No representation made by an employee of the Seller shall be binding unless verified in writing by the Seller.
    2. No representation made by an employee of the Buyer shall be binding unless verified in writing by the Buyer.
12. **Shortage of Material**
    1. In the event of any material, as set out in the specifications becoming unprocurable, or the use thereof becoming prohibited by any statute, regulation or by-law, then the Seller may substitute any materials authorised in writing by the Buyer, such consent shall not be unreasonably withheld.
    2. Should the Seller be unable to source any material set out in the specifications or substitute any material to its sole satisfaction, due to unforeseen circumstances beyond our control such as Natural Disasters, Political and Economic factors then the Seller may terminate the contract by giving the Buyer written notice.
    3. In the event of such cancellation the Seller shall be entitled to submit an invoice for the work undertaken to that date, shall be indemnified for any costs it has incurred and shall not be liable in any manner whatsoever for the Buyer’s costs, expenses, losses, damages, including consequential damages arising from the cancellation and irrespective of its negligence (if any) prior to or during the term of the contract.
13. **Buyer Not to Assign**
    1. The Buyer will not assign or transfer this agreement, or during its subsistence sell, transfer or exchange the land without the consent in writing of the Seller, provided that such consent shall not be unreasonably or arbitrarily withheld.
14. **Insurance / Risk**
    1. The Seller will be responsible for insurance cover against theft / damage / deterioration of components until arrival on site at which time insurance cover shall become the Buyer’s care. The risk of any loss, damage or deterioration of the materials supplied due to any cause whatsoever shall pass to the Buyer when the goods are delivered to the Buyer, or into the custody of the Buyers behalf. (Including a freight company responsible for the delivery of the goods).
    2. The liability of the Seller hereunder, whether in contract, tort or otherwise, shall be limited to the contract price (excluding GST). Without limiting the generality of the Seller shall only be liable for direct losses and shall not be liable for any loss of profits or indirect, incidental, special, punitive or consequential loss or damage.
15. **Possession / Ownership**
    1. The Buyer shall not be entitled to take possession of the work until either the goods have arrived on site or where transport is the Buyer’s responsibility, but ownership both equitable and legal, in such work is retained by the Seller until the total contract price is settled in full, and also payment in full made for all other goods supplied by the Seller to the Buyer due at that time under this contract. If such goods are sold by the Buyer prior to payment for such goods, then the proceeds of the sale thereof shall be the property of the Seller.
    2. The Seller shall retain a purchase money security interest in the work and / or goods sold and delivered to the Buyer. The Seller may perfect its security interest by registering one or more Financing Statements pursuant to the Personal Property Securities Act 1999 in respect of such transactions by the Seller to the Buyer. The Buyer waives any right to receive verification of Financing Statements so registered.
    3. If the Buyer fails to comply with the terms of payment under the Special Conditions of Contract then in addition to its rights and remedies under the Personal Property Securities Act 1999, shall be entitled to such other rights and remedies as may be available to it under either statutory or common law.
    4. While any monies are outstanding by the Buyer to the Seller, the buyer grants the Seller free and uninterrupted right to enter the premises and / or site of the Buyer during normal business hours to uplift any goods which have been delivered by the Seller to the Buyer.
    5. The Buyer acknowledges that all the risk in respect of the work passes to the Buyer from the date the Buyer takes possession, with the exception of any damage/loss due to poor workmanship or work that does not comply with the plans, specifications, relevant Council by-laws or Building Act Regulations.
    6. If the Buyer should default in payment as aforesaid then the Seller may in its discretion either immediately cease any work being carried out pursuant to the contract until such time as the payment is made, and / or cancel the contract, and / or retain all monies paid by the Buyer to date, without prejudice to the Seller’s right to claim for damages for breach of contract.
16. **Notices**
    1. Any notice which is required to be given in writing may be given by email, facsimile, personal delivery or by registered post to the addressee at the last known email address, facsimile number or address of the addressee, or the addressee's solicitor, or the address from time to time designated for the purpose by the addressee to the other party.
    2. No notice will be effective until received. A communication will, however, be deemed to be received by the addressee as per the following:
    3. In the case of email, on the working day on which it is sent, or if sent after 5.00pm or on a non-working day, the next working day after date of email being sent.
    4. In the case of facsimile, on the working day on which it is sent or, if sent after 5:00 pm (in the place of receipt) on a working day or, if sent on a non-working day, on the next working day after the date facsimile being sent.
    5. In the case of personal delivery, when delivered; and
    6. In the case of a letter, on the third working day after posting by registered post.
17. **Signing Counterparts**
    1. This agreement may be executed in two or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same agreement.
18. **Interpretation**
    1. Words used to import the singular number or plural number shall include the plural number and the singular number respectively and words importing one gender (whether masculine, feminine or neuter) shall include all genders.
    2. Headings and marginal notes have been inserted for guidance only and shall be deemed not to form part of the context, nor to be an aid in interpretation.
    3. Working day shall be deemed to be Monday, Tuesday, Wednesday, Thursday or Friday and between the hours of 8:00am to 5:00pm.
19. **Pricing**
    1. Pricing is set as per details drawn and agreed at the date of contract. The Seller shall pass on any direct or indirect pricing fluctuation imposed upon the Seller by their Supplier of steel.
20. **Consequential loss**
    1. The Seller will not be liable for any consequential loss incurred, while building process is undertaken. This includes any claims to the planning process, on-site labour, site delays, consent delays or other factors resulting in cost impacts to project delivery.

**APPENDIX – MATERIAL LIST**

**[Quotation]**