# [JOB\_NAME]

# CO Sensor Calibration

# JN[JOB\_NUMBER]

## Rev A

## Friday, 22 June 2018

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Dear the Estimator,

# Re: [JOB\_NAME]

Thank you for this opportunity to provide our proposal for the maintenance and calibration works for the [JOB\_NAME].

# Pricing

**Job Number:** JN[JOB\_NUMBER]

Our base price for the project is as follows:

|  |  |
| --- | --- |
| **Scope of Work** | **Price (Ex GST)** |
| [Abstract] | $[PRICE] |

## Further Pricing Options:

We look forward to discussing further pricing options with you to ensure like-for-like tender pricing and your preferred demarcation of works.

Yours sincerely

Darren Hollis

General Manager

# Technical Compliance and Qualifications

## Total Price Inclusions

### Inclusions

* [Abstract]
* Supply a report of the findings
* Measure the current of each phase on the car park fan
* Check pad locks and labels are installed as required by AS1668

## Total Price Specific Exclusions

**No allowance has been made for the following**

**General Exclusions**

* Strip out or demolition works
* Changes to Existing controllers programming
* Replacement of any hardware found faulty at time of calibration
* No Allowance for parking

**Qualifications**

* AdditionalCO Sensors will be calibrated at $220.00 plus GST each

# Commercial Conditions

1. The price is valid for a period of sixty days from the date on the covering letter.
2. The price is based on current tax rates at the time of tender. Any increases in tax rates, Goods and Services Tax (GST) or any similar tax be introduces/amended by the Commonwealth of Australia or any State Governments, would require the tender price to be amended accordingly.
3. The price has been based on the necessary site works (except the nominated two levels and car park) being completed during normal business hours (7.30am – 5.00pm). If these works are required to be completed outside of these hours, additional charges will apply.
4. The price does not make an allowance for costs associated with the mounting or plumbing of airflow tubing (copper), water sensor wells, water flow switch wells, or control valves.
5. An order to site delivery lead-time of four – six weeks may apply to some items of equipment. Integrated Group of Companies will not be liable for any costs associated with delays resulting in equipment arrival should Integrated Group of Companies not be in receipt of related orders for equipment or there be significant changes to construction programmes.
6. The price does not make an allowance for any “Builders Site Specific OH&S Induction Courses”. OHS Blue Card is held by all site personnel.
7. Monthly progress claims will be made in line with the QLD Building and Construction Industry Security of Payments ACT 1999.
8. The price and tender is in accordance with the attached Terms and Conditions.

# Terms and Conditions

1. **Interpretation**

In these conditions:

1.1 **“Contract”** means these terms and conditions, the quotation, the purchase order, the account application, the privacy consent form and the guarantee and indemnity.

1.2 **“Customer”** means the purchaser of the Goods.

1.3 **“Goods”** means the products and, if any, services specified overleaf.

1. **General**

2.1 These conditions (which can only be waived in writing signed by Integrated Group of Companies) supersede and exclude all prior discussions, representations (contractual or otherwise) and arrangements relating to the supply of Goods to the Customer and prevail over conditions in the Customer’s order to the extent of any inconsistency.

1. **Terms of Sale**

3.1 The Goods sold or supplied by Integrated Group of Companies are sold or supplied on these terms and conditions.

1. **quotations**

4.1 Acceptance of any quotation must be in writing and no contract for sale or supply of the Goods will arise until the Customer’s order accepting the quotation is received by Integrated Group of Companies.

4.2 Unless previously withdrawn, Integrated Group of Companies’ quotations are open for acceptance within the period stated in them or, when no period is stated, within 60 days after its date.

4.3 Any quotation may be withdrawn, corrected or altered by Integrated Group of Companies at any time before the acknowledgement by Integrated Group of Companies of receipt of the Customer’s order accepting the quotation.

1. **Packing and Transport**

5.1 The cost of any special packing and packing materials used in relation to the Goods are at the Customer’s expense even where such cost has been omitted from any quotation.

5.2 Transport costs are additional to the price quoted in any quotation.

1. **Shortage**
   * 1. The Customer waives any claim for shortage of any Goods delivered if a claim in respect of short delivery has not been lodged with Integrated Group of Companies within 7 days from the date of receipt of Goods by the Customer.
2. **Drawings, etc.**

7.1 All specifications, drawings and particulars of weights and dimensions submitted to the Customer are approximate only and any deviation from any of these things does not vitiate any Contract with Integrated Group of Companies or form grounds for any claim against Integrated Group of Companies. Goods to the manufacturer’s latest specification may be supplied by Integrated Group of Companies.

7.2 The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of the Contract or of the description applied to the Goods.

7.3 Where specifications, drawings or other particulars are supplied by the Customer, Integrated Group of Companies’ price is made on estimates of quantities required. If there are any adjustments in quantities above or below the quantities estimated by Integrated Group of Companies then any increase or decrease is to be adjusted on a unit rate basis according to unit prices set out in the Contract.

1. **Performance**

8.1 Any performance figures given by Integrated Group of Companies are estimates only. Integrated Group of Companies is not liable for damages for failure of the Goods to attain such figures unless specifically guaranteed in writing. Any such written guarantees are subject to the recognised tolerances applicable to such figures.

1. **Delivery**

9.1 The delivery times made known to the Customer are estimates only and Integrated Group of Companies is not liable for late delivery or non-delivery.

9.2 Integrated Group of Companies is not liable for any loss, damage or delay occasioned to the Customer or its customers arising from late or non-delivery or late installation of the Goods.

9.3 Integrated Group of Companies may at its option deliver the Goods to the Customer in any number of instalments.

9.4 If any instalment is defective for any reason:

* 1. it is not a repudiation of the Contract; and
  2. the defective instalment is a severable breach that gives rise only to a claim for compensation.

1. **Loss or damage in transit**
   1. Integrated Group of Companies is not responsible to the Customer or any person claiming through the Customer for any loss or damage to Goods in transit caused by any event of any kind by any person (whether or not Integrated Group of Companies is legally responsible for the person who caused or contributed to that loss or damage).
2. **Guarantee**

11.1 The guarantee of the manufacturer of the Goods is accepted by the Customer and is the only guarantee given to the Customer in respect of the Goods. Integrated Group of Companies assigns to the Customer the benefit of any warranty or entitlement to the Goods that the manufacturer has granted to Integrated Group of Companies to the extent that the benefit of any warranty or entitlement is assignable.

11.2 Integrated Group of Companies is not liable for and the Customer releases Integrated Group of Companies from any claims in respect of faulty or defective design of any Goods supplied unless such design has been wholly prepared by Integrated Group of Companies and the responsibility for any claim has been specifically accepted by Integrated Group of Companies in writing. Integrated Group of Companies’ liability under this clause is limited to the replacement or repair of defective parts, within 12 months after the Goods have been supplied.

11.3 Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly installation, materials or workmanship or otherwise are expressly excluded. Integrated Group of Companies is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Goods or arising out of Integrated Group of Companies’ negligence or in any way.

11.4 Integrated Group of Companies’ liability for breach of a condition or warranty implied by Division 2 of Part V of the Trade Practices Act 1974 (other than s69) is limited to:

* 1. in the case of Goods, any one or more of the following:
     1. replacement of the Goods or supply of equivalent Goods;
     2. repair of the Goods;
     3. payment to replace the Goods or acquire equivalent Goods;
     4. payment to repair the Goods; or
  2. in the case of services;
     1. resupplying the services; or
     2. payment to supply the services again.

11.5 Integrated Group of Companies’ liability under s74H of the Trade Practices Act 1974 is expressly limited to a liability to pay to the Customer an amount equal to:

* 1. the cost of replacing the Goods;
  2. the cost of obtaining equivalent Goods; or
  3. the cost of repairing the Goods,

whichever is the lowest amount.

11.6 Integrated Group of Companies does not make any representations or warranties regarding the Goods or any matter which is or might be relevant to the Customer buying or selling these Goods other than the representations or warranties expressed in this Contract.

11.7 Nothing excludes, restricts or modifies or has the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

1. **Prices**

12.1 In this Contract all prices quoted are net, exclusive of Goods and Services Tax (GST).

12.2 Prices quoted are based on costs prevailing at the date of issue of the quotation and are subject to adjustment to those prevailing at the time of delivery. Prices will be adjusted by Integrated Group of Companies to take into account variations in the rates of freight, insurance, customs duties, exchange, shipping expenses, sorting and stacking charges, cartage, rate of wages, cost of materials and other charges affecting the cost of production and the imposition of any new taxes, duties or levies between the date of quotation or order and the delivery of the Goods.

12.3 If Integrated Group of Companies makes any alterations to the price of the Goods or to any of their inputs either before acceptance of or during the currency of this Contract, these alterations are payable by the Customer.

1. **Payment**

13.1 The purchase price in relation to Goods is payable net and payment of the price of the Goods must be made on or before the 30th day of the next month following the delivery of the Goods unless other terms of payment are expressly stated on the purchase order in writing.

13.2 The Customer must pay an amount equal to the GST payable by Integrated Group of Companies in relation to the supply of the Goods, at the same time as the payment in clause 13.1.

1. **Rights in relation to Goods**

14.1 Integrated Group of Companies reserves the following rights until all accounts owed by the Customer to Integrated Group of Companies are fully paid:

* 1. ownership of the Goods;
  2. to enter the Customer’s premises (or the premises of any associated company or agent where the Goods are located) without liability for trespass or any resulting damage and retake possession of the Goods; and
  3. to keep or resell any repossessed Goods.

If the Goods are resold, or products manufactured using the Goods are sold, by the Customer, the Customer must hold that part of the proceeds of sale as is equal to the invoice price of the Goods in a separate identifiable account as the beneficial property of Integrated Group of Companies and pay such amount to Integrated Group of Companies upon request. Integrated Group of Companies is entitled to maintain an action against the Customer for the purchase price. The risk of the Goods passes to the Customer upon delivery.

1. **Customer’s Property**

Any property of the Customer under Integrated Group of Companies’ possession, custody or control is at the Customer’s risk as regards loss or damage caused to the property or by it.

1. **Storage**

Integrated Group of Companies may charge for storage if delivery instructions are not provided by the Customer within fourteen days of a request by Integrated Group of Companies for such instructions. Integrated Group of Companies may charge for storage from the first day after Integrated Group of Companies requests the Customer to provide delivery instructions.

1. **Returned Goods**

16.1 Integrated Group of Companies need not accept Goods returned by the Customer and will do so only on terms to be agreed in writing in each case.

16.2 If Integrated Group of Companies accepts returned Goods from the Customer under clause 17.1, the Customer must return the Goods to Integrated Group of Companies’ place of business referred to in the purchase order.

1. **Goods sold**

Goods supplied by Integrated Group of Companies are as described on the purchase order agreed by Integrated Group of Companies and the Customer and this description prevails over all other descriptions including any specification or enquiry of the Customer.

1. **Cancellation**

No order may be cancelled except with consent in writing by Integrated Group of Companies and on terms which indemnify Integrated Group of Companies against all losses.

1. **Indemnity**

The Customer indemnifies on a continuing, full indemnity basis Integrated Group of Companies from and against any liability, loss, expense and demand for or arising from any false, misleading, misdescriptive representation or statement made by the Customer in respect of the Goods to any person. This indemnity survives termination of this Contract.

1. **Place of contract**

20.1 The laws of New South Wales apply to this contract.

20.2 The parties must submit all disputes arising between them to the Courts of New South Wales and any court competent to hear appeals from those Courts of first instance.