



Proposal

Community Playground Shade

greenline.com.au

 **greenline**

Denise, thank you for the opportunity to present this proposal.

We're here to help. If there is anything that we haven't explained clearly or any points you'd like to discuss, please give us a call or send an email and we will help you out. We have a team of 20 here in our Wagga Wagga head office who love to talk all things shade and shelter. Every week our sales consultants and project managers travel from here across NSW and Victoria to meet clients, visit sites, and ensure our projects run safely and smoothly for everyone involved.

Greenline has been around since 1997 and is still family owned and operated. Our values? Leadership, trust, and excellence. We value these both in the office and onsite. Our vision? To be leaders in creating spaces to grow. This means space for every individual to learn, improve, and relax outdoors - uninterrupted by the more extreme elements in nature.



Hello Denise,

Thank you for the opportunity to tender on the Shade Sail project for Running Stream Community Hall.

As per discussions, I have put together the following proposal document.

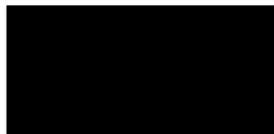
- ▶ Greenline's 3-stage powder-coating process, providing exceptional corrosion protection
- ▶ Greenline's proprietary corner and hem reinforcing system for maximum security and lifespan in all conditions
- ▶ Greenline's sophisticated shadow plotting to ensure your structure provides the right coverage to the right areas



Thank you.

If there is anything above which doesn't match your requirements please don't hesitate to call me directly.

Best Regards,



Duncan Wallace
0400 917 224
duncan.wallace@greenline.com.au

► Our Process.

We've developed our unique process to deliver your project as quickly as possible, with as little hassle as possible. It's the Greenline way.



Consult

We first understand the outcomes you're after and then work together to create a space that exceeds them, taking into account your long-term vision for the space, timeframes and budget.

Visioning and project objectives.

Stakeholder engagement and site investigation.

Concept exploration and budget development.



Design

Our specialist team custom design every structure to meet three key aspects:
 Practicality – all designs are engineered to meet compliance and permit requirements
 Functionality – all designs utilise your site orientation to maximise natural light and airflow
 Creativity – all designs complement existing aesthetics, landscape, colours and future plans

Design development and approval.

Engineering and construction programming.

Design detailing, permits, and approvals.



Construct

We complete a rigorous installation plan for every project. This can include everything from geotechnical reporting through to site safety and vehicle management so we can spend as little time on site as possible, cause the least disruption and leave nothing behind except an eye-catching shade structure.

Site establishment and foundations.

Fabrication and manufacture.

Construction and handover.

➤ The Stats

1997

Company Founded

10 +

Years of ISO 9001
Certification

8.94

Average NPS Score

20

Greenline staff
members

3+

Locally sourced
contractors used on
each project

1

Point of contact
throughout the con-
struction process

170+

Projects complet-
ed in the past 12
months

1

Lost time incident in
over 10 years

24

Years holding a
builder's license



➤ Reducing Your Risk

Although construction has inherent risks, Greenline has been working for two decades on projects like yours and have the experience to acknowledge and reduce risks on site.



ISO Certified Since 2009

"This standard is based on a number of quality management principles including a strong customer focus, the motivation and implication of top management, the process approach and continual improvement." **iso.org**
What does this mean for you? We are consistent, predictable, reliable, and safe. Each time we do something, we do it properly.



Fixed Price Construction

We aim to provide a complete, competitive project package as an up-front proposal, rather than a deliberate low-cost offer with the intention to increase project costs through variations. No add-ons, no surprises.



Architecture, Engineering, and Construction Managed In-House

You can have full confidence that your structure will stand the test of time, and of course the elements. On top of this, our design expertise is unmatched in the industry so you can rest assured your structure will be built to the highest standards, as well as being a feature of the school for years to come.

Building your structure will involve a diverse range of skills, trades, and services. The frustrations caused by coordinating multiple contractors is eliminated through our experienced project managers. From the first time you enquire to the day the last temporary fence panel is taken away, you will have one point of contact: Greenline.

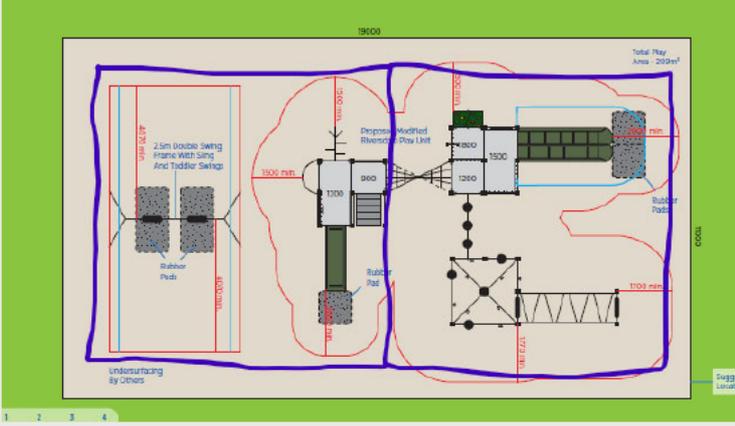


Warranty

We stand by our work. We are committed to delivering a quality structure that meets your expectations. Your structure will be covered by our suppliers. If we don't wait for them to fix it - we act, fix the issue ourselves. We deal with the suppliers. You can have peace of mind that in the unfortunate event that something does need to be covered by warranty, you will still have one point of contact: Greenline.

➤ Your Investment.

Project: Running Stream Community Hall
 Project No: D-9745 Q02
 Date: September 29, 2022

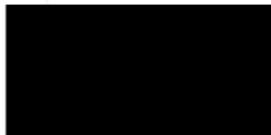
Description	Investment
<p>Option 1: Premium Hypar Shade Sails</p> <ul style="list-style-type: none"> ➤ Two sails on six posts designed to provide full shade cover to the area during high UV hours in summer ➤ High tension design to reduce movement in the wind and minimise maintenance costs over the life of the sail ➤ Suitable for high wind areas ➤ With Powder coated steelwork and Monotec FR shademesh ➤ Note: Pricing is dependent on confirmation of site details via Site Visit or Site photos. 	<p>\$52,000 (excl. GST)</p>

Please note that this quote is valid for 30 days and standard terms of trade are as follows:

- Payments terms strictly 7 days Net
- Liquidated damages \$0 per day
- We do not provide retention on progress payments but can provide a Bank Guarantee if required
- Claims are 40% on order and [REDACTED] on.

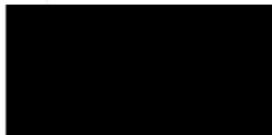
➤ Additional Options

Additional Options	
Building Permit/Approval by Greenline	Add \$2,800 (excl. GST)
Post Pads	Add \$450/post (excl. GST)
Anti-climbing devices on columns	Add \$250/post (excl. GST)
Change to rock or sand footings	POA (excl. GST)
*Services location is required where there is risk of encounter with underground services.	



➤ Other Opportunities.

Add to the safety of your new area with post pads.



➤ Specification.

Structure Details

Structure	Greenline Premium Hypar Shade Sails
Size	Approx. 18m x 10m total area
Site	Running Stream Community Hall
Heights:	4.0m clearance under low points
Steel work	CHS (round) posts
Surface Coating	Prime-coated and powder-coated (Hot dip galvanised available)
Footings	Approx. 600mmØ x 2000mm bored piers – based on standard soil types and bearing capacity
Cover	Monotec 370 FR – 15 year warranty against UV degradation. Shade sails are made to Greenline’s rigorous quality standards using UV rated pure PTFE sewing thread with a 15 year warranty against UV degradation. All fittings are rated galvanised.

General Inclusions

Engineering	Included. Based on Region A, Terrain Category 3, Importance Factor 2 as standard
Installation	Included. Based on clear access to the site, surface protection.
Footings	Excavation and spoil removal included
EWPs, Crane	Included as required
Temporary Fencing	Included
Services Location	Ground Penetrating Radar (GPR)

General Exclusions

Other trades	Greenline has not included any electrical, plumbing, or fit out
Site Services	No allowance for any site security, hoardings, traffic management or site services
Installation	Out of hours installation (ie. 7pm-6am Monday to Friday, and weekend work)
Footings	No allowance or rock, fill, or sand style footings. No allowance for geotechnical report.
Council Permits	Not included

➤ Sail Tensioning.

Why choose Greenline's Premium Sails over standard Shade Sails?

1. Increased 'Prestress'. Greenline: 150N/m vs industry standard: 75N/m
 - Firstly, what is prestress? It's a process steel is put through to ensure it can withstand the highest mechanical stresses. It is measured in Newtons per m (N/m)
 - Why does this matter? The prestress difference has meant our structures are well known in the industry for being some of the longest lasting and most robust structures in the industry.
2. Larger steelwork and footings
 - The steelwork and footings used in Greenline hyper shade sails are larger than typical shade sails. Why? It's due to our higher prestress level. This puts more force on the steelwork which in turn means larger steelwork is required..

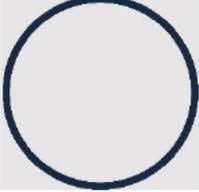
The Result?

Greenline Premium Sails stay tighter for longer. This means:

- | | |
|--------------------------------|---|
| ♥ Reduced sagging and flapping | ♥ Safer in windy conditions |
| ♥ Decreased maintenance costs | ♥ Increased lifespan of the whole structure |



➤ Steel Work and Coatings.

Steel Work Types			
CHS Round	RHS	UB	PFC
Circle Hollow Section	Rectangular Hollow Section	Universal Beam	Parallel Flange Channel
			
<ul style="list-style-type: none"> ➤ Best choice for Shade Sail structures ➤ Excellent strength to weight ratio ➤ No sharp corners = safest for high foot traffic areas ➤ Aesthetically pleasing 	<ul style="list-style-type: none"> ➤ Required strength for Shade Sail structures ➤ Not recommended for high traffic areas, due to sharp edges ➤ Sometimes used to fit in with existing architecture 	<ul style="list-style-type: none"> ➤ Sharp edges = not suitable for Shade Sail structures ➤ Not strong enough in this application, due to tension of Shade Sails. 	<ul style="list-style-type: none"> ➤ Not suitable for shade sail structure applications due to sharp edges.

Protective Coatings			
	Powder Coating	Hot Dip Galvanising	Two Pack Paint
Cost	Economical	Economical	Expensive
Durability	Great	Great	Great
Vandal Resistance	Available	Good	Available
Colour Choice	Wide Range	Galv Only (grey/raw)	Wide Range
Process	Steel is sand blasted, coated with zinc rich prime coat, powder coated and baked.	Steel is dipped in an acid bath or sand blasted then dipped in a zinc bath.	Steel is sand blasted then coated with a zinc rich primer, a mid coat and a top coat.
Common Brands	Dulux, Interpon	Not Applicable	Dulux

➤ Columns

Columns: How ours differ.

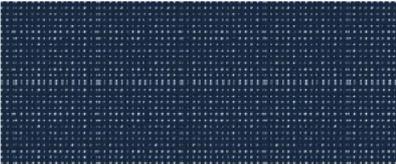
Deflection When under tension posts deflect (bend) slightly. To reduce the appearance of this, we install posts on an 3-5 degree angle.



Weldments Instead of using bolts to attach the sails to the posts, we weld on the cap plates and lugs. This prevents moisture entry which in turn prevents internal rusting. It also ensures a more seamless, tidy finish.



➤ Soil Types.

Soil Types		
CLAY	ROCK	SAND
Can be easily dug with a Bobcat and is a perfect soil type for shade sails.	With rocky ground we need to use a larger excavator and if the rock is too hard to bore with an auger, we need to switch to a pad footing.	Sandy soil creates a lot of movement and can collapse during excavation. A pad footing or 'cased' pier may be necessary.
		
WATER TABLE	CONTAMINATED	FILL
Depending where the water table is located and how quickly the hole fills, this can lead to needing a pad footing.	Contamination might not affect the type of footing but will increase costs for extra dumping charges. I.e. Asbestos.	If an area has been filled it is not strong enough for standard pier footings. We need to drill deeper or use a pad footing instead.
		



➤ Footings

Pier Footing

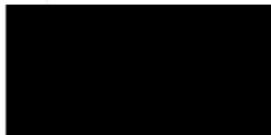
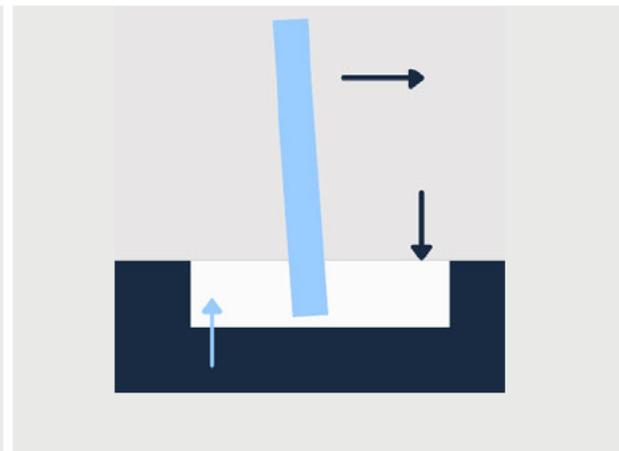
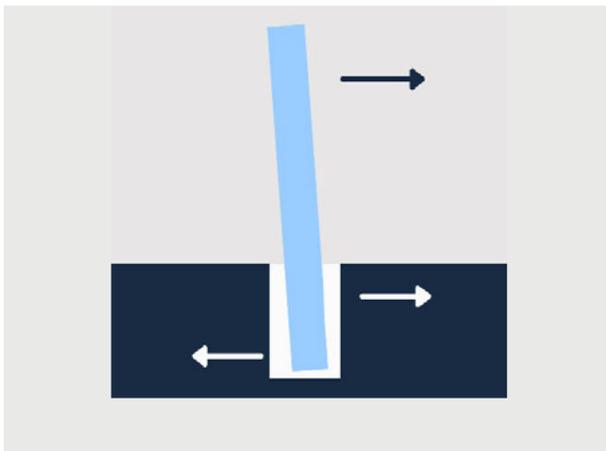
Pier footings are our preferred footing as they are

- More cost effective
- Faster to Install
- Less Site Disturbance
- Lower Concrete Costs

Pad Footing

Pad footings are an alternative method for footings.

- We use this footing
- When there is underground water
- If the soil type is unstable
- As a cheaper alternative to drilling through rock
- The downside to Pad Footings is
- A larger area is disturbed
- More excavation and concrete = higher cost



➤ Kudos.

Thanks for choosing to actively pursue a safer playing and learning environment for your school community. Keeping everyone protected is a big responsibility. Not just from UV rays, but wind, rain and everything else mother nature throws at us.

Organisations like yours can help change the stats in Australia. Currently Melanoma is the most common cancer affecting 15 to 39-year-old Australians, and an estimated 1300 people will die from it this year alone. We have partnered with Melanoma Institute Australia to help advance melanoma research and treatment and make a difference to the lives of patients today.

So, regardless of which provider you use or what structure you build, thank you for doing your bit.

Supporting



➤ Why Greenline?

We weren't sure what to say so we asked some of our clients to write this section for us.

**"I would recommend Greenline to anyone. Great Company. `Totally ethical. What you see is what you get. I love working with Greenline."
"What I like is that you can ring and talk to someone and things happen."
Gary Methven | Beaconsfield Primary School**



"Really very happy with you lot - the level of detail in the programs/schedules and the drawings you send are way ahead of anyone else I deal with."

George Tsitsos | Bundeena Primary

"Really good, no issues, nothing was too hard, would highly recommend. Would come up with solutions if there was problems. Always someone at end of the phone. Any queries resolved quickly, constantly informed of progress."

Nicole Taylor | Blackburn High School



➤ **Accept this Proposal.**

Project Name: Running Stream Community Hall
Project Number: D-9745 Q02
Date: September 29, 2022

Executed by these parties as an agreement.

Greenline.

Executed by Greenline Group Pty Ltd. (ABN 47 113 674 561)



Signature of Authorised
Representative

Duncan Wallace

Print Name of Authorised
Representative

September 29, 2022

Date

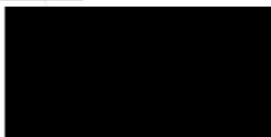
Running Stream Community Hall

Executed by the Client in accordance with S127 of the Corporations Act 2001 in the presence of:

Signature of Director/Secretary

Print Name of Director/Secretary

Print Name



Print Name

Date

Date

► Terms and Conditions.

- 1. Agreement and Supply**
- 1.1 This Agreement is constituted by:
 - (a) the Proposal;
 - (b) the Specification;
 - (c) the Contract Agreement;
 - (d) these Terms and Conditions;
 - (e) the Exclusions Schedule; and
 - (f) the Warranty.
- 1.2 In the event of any inconsistency, ambiguity or discrepancy between the documents of which this Agreement is comprised, the order of precedence set out in clause 1.1 shall prevail.
- 1.3 The Client must pay to the Supplier the Price in accordance with this Agreement.
- 1.4 In consideration of receipt of the Price, the Supplier shall provide the Supplies on the terms of this Agreement.
- 1.5 The Supplier may, in its sole discretion, sub-contract the performance of any part of the Supplies to any person.
- 2. Acceptance of this Agreement**
- 2.1 This Agreement is solely comprised of the documents identified in clause 1.1 and overrides and excludes any inconsistent or other conditions in any document exchanged or other communication between the parties, any industry practice and earlier course of dealing. This clause applies even if the Client's acceptance of Supplies, order or other document contains a clause inconsistent with this clause 2.1.
- 2.2 This Agreement constitutes the entire agreement and understanding of the parties in connection with the Project.
- 3. Price**
- 3.1 The Supplier shall be entitled to render invoices to the Client for payment of the Price and any other monies that may become payable pursuant to this Agreement at the stages (if any) identified in the Proposal and in any event on a fortnightly basis. The Client must pay the Supplier, without set-off and in clear funds, the Price and any other amounts that may become payable under this Agreement within 5 Business Days of the Client receiving an invoice from the Supplier.
- 3.2 If stated in the Proposal, the Client must pay the Supplier a deposit of the amount identified in the Proposal within 5 Business Days of entry into this Agreement and as a condition precedent to the Supplier commencing to perform its obligations under this Agreement. To the extent this deposit is not paid by the Supplier to amounts that are due to the Supplier by the Client in connection with this Agreement, the deposit is non-refundable.
- 3.3 The Client must pay the Price and any other amounts payable pursuant to this Agreement despite any alleged or actual Dispute with the Supplier
- 3.4 If the Client fails to make a payment in accordance with this Agreement, the Supplier may, without limiting any other right under this Agreement, immediately suspend performance of its obligations. The Client shall be liable as a debt due and immediately payable to the Supplier for the costs incurred by the Supplier in effecting the suspension, as notified by the Supplier to the Client from time to time in writing.
- 3.5 The Client shall indemnify the Supplier from and against all costs, expenses and disbursements incurred by the Supplier in recovering any amounts due and payable under this Agreement (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Supplier's contract default fees, and bank dishonour fees).
- 4. Retention of Title**
- 4.1 Risk in the Goods passes to the Client on Delivery of the Goods.
- 4.2 Title to the Goods shall pass to the Client upon payment of all amounts payable to the Supplier under this Agreement.
- 5. The Client's Obligations**
- 5.1 The Client must nominate one or more persons to be the Client's authorised representative who must be present on the Site or readily contactable by the Supplier at all times for clarification or authorisation on any matter relevant to the provision of the Supplies.
- 5.2 The Client must ensure that all preparatory works required to be done by the Client or any third parties so that the Site is fit to receive the Supplies are completed before the Delivery and/or performance of the Supplies (as applicable).
- 5.3 The Client must ensure that any conditions of any Approval that are not included within the Specification including without limitation stormwater drainage or retention, are completed at the Client's own cost prior to the Date for Provision of Supplies.
- 5.4 The Client must provide and maintain, at the Client's own cost, appropriate arrangements for the security of the Site and its contents, including the Supplies, for the duration of the provision of the Supplies.
- 5.5 The Client must make available to the Supplier toilet facilities and other amenities, as well as water and electrical services existing on the Site without cost to the Supplier.
- 6. Delivery, Access and Indemnity**
- 6.1 The Client must ensure that the Supplier has full, clear and unrestricted access for Delivery of Goods and performance of the Services (as applicable) at the Site and for the hoisting of materials at all times and that all preparatory work at the Site is complete so that the Site is in a fit and proper state to receive the Goods and Supplies without the need for any interface or other works which are not expressly identified in this Agreement as being performed by the Supplier. The Supplier shall not be liable for any loss or damage to the Site (including without limitation, damage to pathways, driveways and concreted, asphalted or paved or grassed areas) except to the extent caused by the negligence of the Supplier.
- 6.2 Prior to the Supplier commencing any supply of the Supplies, the Client must advise and notify the Supplier in writing of the precise location of all Underground Services on and in the vicinity of the Site. The Client shall indemnify the Supplier in respect of all and any liability, claims, loss, damage, costs and fines as a result of damage to Underground Services not notified by the Client in accordance with this clause 6.2. For the avoidance of doubt, the Supplier may conduct their own investigations into locations of Underground Services but any investigation by the Supplier shall not reduce or limit the Client's indemnity under this clause 6.2.

- 6.3 The Client indemnifies the Supplier for any charges, costs, loss or expenses incurred by the Supplier in connection with:
- (a) a breach of this Agreement by the Client;
 - (b) any delay in the Date for Provision of Supplies, howsoever caused, which is beyond the reasonable control of the Supplier (including, without limitation delays caused by Authorities, delays in obtaining instructions from the Client and delays caused by unavailability of Goods);
 - (c) any request by the Client for a modification to the Date for Provision of Supplies or the staging of the provision of the Supplies;
 - (d) any requirement to protect or restore structures or surfaces on the Site,

except to the extent caused by the negligent act or omission of the Supplier.

- 6.4 The time for performance of the Supplies shall be extended by a period determined by the Supplier (acting reasonably) as a consequence of the occurrence of an event identified in clause 6.3.

7. Risk & Insurance

- 7.1 The Supplier shall maintain statutory workers compensation insurance and public liability insurance of not less than \$20,000,000.
- 7.2 The Supplier's insurance policies are for the Supplier's own benefit only and do not cover the Client's risks.

8. Approvals

- 8.1 Unless otherwise stated in the Agreement, the Client is solely responsible for identifying and obtaining approvals prior to commencement of Delivery of the Goods or provision of the Services (as applicable) from all public and private authorities with jurisdiction over the Site and the Supplies, and from landlords or other parties having any interest in the Site or any other buildings or premises where the Supplies are to be delivered and Services performed (as applicable). The Supplier will carry out the requisite works upon the basis that the Client has obtained all approvals required as referred to in this clause 8.1.

9. Client Material and Site Conditions

The Client warrants that:

- (a) any of the Client's materials that are to be used in connection with the Supplies are in a quality and condition acceptable to the Supplier and conform to relevant Government regulations, including product safety standards. The Supplier is authorised to replace any materials not so conforming or proving to be defective and the amount incurred in doing so shall be [REDACTED] such and become a debt due and [REDACTED] payable by the Client to the Supplier;
- (b) except to the extent that this Agreement expressly states otherwise, the Site is [REDACTED] proper to receive the Supplies and for the Supplies to be integrated (including, without limitation, with the existing stormwater drainage and electrical infrastructure) without any additional work of any kind whatsoever being required.

10. Variation by Client & Extras

- 10.1 The Supplier shall not be liable to perform any variation to this Agreement or the Supplies unless it agrees in writing to do so.
- 10.2 In the event that the conditions of the Site differ from those which were reasonably anticipated by the Supplier as at the date of this Agreement, the Supplier may carry out any work needed to rectify these issues if the Supplier considers it necessary for satisfactory

and safe completion of the Supplies. Any additional work performed pursuant to this clause 10.2 is a deemed variation.

- 10.3 Variations shall be valued by the Supplier applying the following order of precedence:

- (a) prior agreement of the parties;
- (b) actual costs plus 20% for overheads and administration.

11. Specifications & Finish

- 11.1 All dimensions in the Proposal or Specification are approximations. Actual dimensions will be as close as practicable to those specified.
- 11.2 Subject to clause 11.4 below, colours, anodising, materials and the like will be the nearest commercially available to those specified in the Specification or Proposal.
- 11.3 All work will be carried out in accordance with Specification, but subject to deviation at the Supplier's discretion.
- 11.4 The Supplier reserves the right to change the materials used to take advantage of any technical developments, improvements or modifications that the Supplier considers desirable.

12. Design

- 12.1 The responsibility of the Supplier in connection with the design of the Supplies under this Agreement is limited to the submission to the Client of the Specification only.
- 12.2 The Supplier makes no warranties or representatives in relation to the fitness or appropriateness of the design and layout identified in the Specification or any other document. It is the responsibility of the Client to carefully assess the Specification and any other design provided by the Supplier and identify any errors, omissions, inconsistencies, ambiguities or discrepancies.
- 12.3 In particular, the Client agrees that the Supplier is not familiar with the business operations of the Client nor any of its needs, tastes or requirements nor requirements of any of the offices, staff, contractors or agents of the Client who will or are likely to use the Site of the Client. Accordingly, the Supplier is not responsible for any of these matters.
- 12.4 To the full extent permitted by law, the Client hereby releases the Supplier of any liability which may arise in relation to the proposed design and layout works, whether itemised or not, and hereby indemnifies and shall keep indemnified the Supplier from and against all claims, costs, demands and expenses arising out or in relation to any claim by the Client or by any of its officers, staff, contractors or agents in relation to implementation of the proposed design and layout including the fitout of the premises of the Client. The Supplier is not an architect and makes no warranties in relation to the design of the layout on the Site. The Client shall indemnify and keep indemnified the Supplier from and against all liability costs or damages arising out of the design or in any way connected with the design, whether by way of negligence, design failure, failure to consider health and safety aspects or otherwise. The Client is solely responsible for approval of the suitability of the design of the Goods and Supplies.
- 12.6 The indemnities in clauses 12.4 and 12.5 extend to all direct and Consequential Loss claimed by any of the persons referred to in clause 12.3 relating in any way to the design.
- 12.7 Subject to clause 11, the Supplier will implement the design suggestions, changes and alterations proposed

- by the Client solely upon the basis that the indemnity of the Client referred to in clauses 12.4 and 12.5 apply to all such design suggestions changes and alterations of the Client.
- 12.8 All copyright and other intellectual property rights in any design or other documents prepared by or on behalf of the Supplier in connection with the Agreement vest in the Supplier upon creation.
- 12.9 The Client warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the supply of the Supplies and the Client shall indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.
- 12.10 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing, social media or entry into any competition any documents, designs, site photographs, professional photography, drawings or Goods which the Supplier has supplied to the Client.
- 13. Suspension**
- 13.1 Subject to clauses 3.4 and 18, performance of this Agreement cannot be suspended except with the Supplier's prior written consent.
- 14. Indemnity**
- 14.1 The Client shall indemnify the Supplier against any:
- (a) loss or damage arising from a breach of this Agreement by the Client; and
 - (b) claims in respect of personal injury or death, or loss of or damage to any property, arising out of or as a consequence of the provision of the Supplies,
- but such indemnity shall be reduced proportionally to the extent that the breach of this Agreement by the Supplier contributed to the injury, death, loss or damage.
- 15. Australian Consumer Law**
- 15.1 Parts of the *Australian Consumer Law, Competition and Consumer Act 2010* (Cth) and other statutes in some cases either cannot be excluded, restricted or modified or can only be restricted or modified to a limited extent, if any provisions of those types do apply, then to the extent permitted by law the liability of the Supplier under those provisions is limited at the discretion of the Supplier, either:
- (a) in the case of Goods, to replacement of the Goods or the supply of equivalent goods; or repair of the Goods; or payment of the cost of replacing the Goods or of acquiring equivalent goods; or payment of the cost of having the Goods repaired; or
 - (b) in the case of Services, to supplying the services again or the payment of the cost of the services supplied again.
- 16. Extent of the Supplier's Liability**
- 16.1 To the extent permitted by law, the Supplier is not liable for, and the Client releases the Supplier from any liability for Consequential Loss (howsoever incurred and whether in contract or for negligence or any other tort or for breach of statutory, fiduciary or other duty or on any other legal or equitable basis) in connection with any breach by the Supplier of this Agreement and/or the provision of the Supplies by the Supplier to the Client.
- 16.2 Without limiting clause 16.1 above, to the extent permitted by law, the Supplier's aggregate liability to the Client in respect of any losses that are not excluded in this clause 16, is limited to (at the Supplier's election):
- (a) the Price paid by the Client to the Supplier in respect of the Supplies giving rise to such liability;
 - (b) the replacement cost of the Supplies;
 - (c) the supply of equivalent Supplies or repair of the Supplies by the Supplier; or
 - (d) payment of the reasonable cost of having the Supplies repaired.
- 17. Defects**
- 17.1 The Client must inspect the Goods on Delivery and must within 5 Business Days thereof notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with this Agreement.
- 17.2 The Client shall afford the Supplier an opportunity to inspect the Services within 12 months from the completion of the Services.
- 17.3 If the Client fails to comply with clauses 17.1 and 17.2, the Supplies shall be deemed to be free from any defect or damage.
- 17.4 For any Supplies which the Supplier has agreed in writing are defective, the Supplier's liability is limited to either replacing the Goods or rectifying the Services (at the Supplier's absolute discretion).
- 18. Force Majeure Event**
- 18.1 Where a Force Majeure Event occurs, the obligations of each party in accordance with this Agreement which are affected by the Force Majeure Event will be suspended, but only to the extent that, and for so long as, the Force Majeure Event prevents that party from meeting its relevant obligations in accordance with this Agreement.
- 18.2 A party's failure to carry out its obligations in accordance with this Agreement which are suspended under clause 18.1, will not be a breach of this Agreement by that party during the period of suspension under clause 18.1.
- 19. Goods and Services Tax ("GST")**
- 19.1 Amounts payable by the Client to the Supplier pursuant to this Agreement are GST-exclusive. In respect of a taxable supply pursuant to this Agreement, the Client must pay to the Supplier an additional amount in respect of that taxable supply equal to the GST paid or payable by the Supplier in respect of that taxable supply. This additional payment by the Client must be made at the same time as the GST-exclusive consideration for the taxable supply is payable by the Client to the Supplier. The terms used in this clause that have defined meanings in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) shall have the same meanings in this clause.
- Disputes**
- If a Dispute arises between the parties to this Agreement then either party shall send to the other party a notice of Dispute in writing adequately identifying and providing details of the Dispute.
- 20.2 Within 14 days after service of a notice of Dispute the parties shall confer at least once, to attempt to resolve the Dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the Dispute.
- 20.3 If the Dispute has not been resolved within 14 days after service of the notice of Dispute, either party may by further notice in writing refer such Dispute to litigation or such other dispute resolution mechanism as the parties may agree.
- 21. Warranty**
- 21.1 Where this Agreement includes a Warranty, it is a condition precedent to the operation of that Warranty that the Client has maintained the Goods in the manner required by this Agreement and any

- maintenance, care or other instruction information provided by the Supplier.
- 21.2 Despite anything to the contrary in the Agreement, such Warranty shall be deemed to exclude:
- fair wear and tear;
 - physical damage caused by any person other than the Supplier;
 - the consequences of installation by a person other than the Supplier;
 - exposure to conditions (including climatic conditions) beyond the specifications for the Goods or which should not reasonably have been anticipated by the Supplier as at the date of this Agreement.
- 22. General**
- 22.1 If the Client breaches any provision of this Agreement, the Supplier may, without limiting any other rights under this Agreement or at law, if such breach is not remedied within 5 Business Days of a notice in writing from the Supplier to the Client, terminate this agreement.
- 22.2 If the Supplier considers that the Client is or will become insolvent or if the Client becomes insolvent, bankrupt or has an administrator, controller, receiver, liquidator or provisional liquidator or trustee in bankruptcy appointed to it or over any part of its property, the Supplier may, by notice in writing with immediate effect, terminate this agreement.
- 22.3 The Client shall give the Supplier not less than fourteen days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause 22.3.
- 22.4 If this agreement is terminated pursuant to clauses 22.1 or 22.2, the rights, remedies and liabilities of the parties will be the same as they would under the law governing this agreement if the Client had repudiated this agreement and the Supplier elected to accept the repudiation and recover damages.
- 22.5 Any clause (or part thereof) of this Agreement that is unenforceable will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement.
- 22.6 All indemnities and other clauses which, by their nature could be presumed to survive termination of this Agreement shall so survive.
- 22.7 A party's failure to insist that another party perform any obligations under this Agreement is not a waiver of that party's right.
- 22.8 This Agreement are governed by the law of the State or Territory where the Supplies are being carried out and each party agrees to submit to the non-exclusive jurisdiction of the courts in the State or Territory where the Supplies are being carried out. and appeal courts competent to hear appeals from such courts.
- 23. Definitions**
- 23.1 "**Authority**" means any entity, body or organisation having jurisdiction over the Site, the Supplies and matters relating thereto.
- 23.2 "**Business Day**" means any day except for:
- a Saturday, Sunday or public holiday in the State of New South Wales; and
 - 27, 28, 29, 30 and 31 December, but if the Supplies are not being performed in the State of New South Wales, then "Business Day" shall have the same meaning as that term in Security of Payment Legislation of the State or Territory in which the Supplies are being performed.
- 23.3 "**Client**" means the entity identified as such in the Proposal.
- 23.4 "**Completion**" means the date on which the Goods have been Delivered but if the Supplier has agreed to install the Goods, it shall mean the date on which the Goods have been installed.
- 23.5 "**Consequential Loss**" means any loss of use, lost production, lost income or profits, loss of opportunity, lost savings, increased or wasted expenses, delay or lost time, loss of or damage to goodwill, increased operating costs, wasted or increased financing costs, loss of or damage to data or records, loss of or unavailability of or damage to tangible or intangible property, claims made against the Client by others, losses or costs or expenses associated with identification, investigation, assessment, repair, replacement or servicing of any defective goods and any other economic loss or damage and any special, indirect or consequential loss or damage.
- 23.6 "**Date for Provision of Supplies**" means the date for the Delivery of the Goods and the provision of the Services (as applicable) as described in the Proposal and varied in accordance with clause 6.3 (if applicable).
- 23.7 "**Delivery**" means the delivery of Goods to the Site or the nominated carrier's depot.
- 23.8 "**Dispute**" means any dispute arising out of this Agreement or otherwise in relation to the Supplies.
- 23.9 "**Exclusions Schedule**" means any document to which these terms are attached or otherwise provided by the Supplier to the Client prior to the date of this Agreement which identifies exclusions or clarifications associated with the Supplies or the Price.
- 23.10 "**Force Majeure Event**" means an event affecting a party's ability to perform its obligations under this Agreement that is outside that party's reasonable control including, without limitation, fire, flood (expected to occur less frequently than once in every 100 years), drought, storm, lightning, act of God, peril of sea or air, explosion, sabotage, accident, embargo, labour dispute or shortage, riot, civil commotion, any terrorist activity, act of war and war.
- 23.11 "**Goods**" means goods specified as such in the Proposal or Specification as being goods which the Supplier agrees to supply pursuant to this Agreement.
- 23.12 "**Normal Working Hours**" means the hours between 7.00am and 6.00pm on a Business Day, unless the Supplier notifies otherwise.
- 23.13 "**Price**" means the amount specified in the Proposal for the provision of the Supplies, as may be varied in accordance with this Agreement.
- 23.14 "**Project**" means the project identified as such in the Proposal.
- 23.15 "**Proposal**" means the document provided by the Supplier and to which these terms are attached identified as such.
- 23.16 "**Security of Payment Legislation**" means:
- if the Supplies are being carried out in Victoria, the *Building and Construction Industry Security of Payment Act 2002* (Vic);
 - if the Supplies are being carried out in Western Australia, the *Construction Contracts Act 2004* (WA);
 - if the Supplies are being carried out in Queensland, the *Building Industry Fairness (Security of Payment) Act 2017* (Qld);

- (d) if the Supplies are being carried out in the Northern Territory, the *Construction Contracts (Security of Payments) Act (NT)*;
 - (e) if the Supplies are being carried out in Tasmania, the *Building and Construction Industry Security of Payments Act 2009 (Tas)*;
 - (f) if the Supplies are being carried out in South Australia, the *Building and Construction Industry Security of Payments Act 2009 (SA)*; and
 - (g) if the Supplies are being carried out in the Australian Capital Territory, the *Building and Construction Industry (Security of Payment) Act 2009 (ACT)*.
- 23.17 **"Services"** means the services (if any) to be performed by the Supplier as identified in the Proposal or Specification.
- 23.18 **"Special Delivery"** means an arrangement other than for the Delivery of the Supplies to the Client's premises or a nominated carrier's depot or an arrangement to deliver goods outside of Normal Working Hours.
- 23.19 **"Specification"** means the document (if any) provided by the Supplier and to which these terms are attached which is identified as such.
- 23.20 **"Supplies"** includes all Goods and Services provided or to be provided by the Supplier to the Client as described in the Proposal or Specification or as notified in writing by the Supplier to the Client.
- 23.21 **"Site"** means any premises (or part thereof) at which the provision of the Supplies is to be carried out by the Supplier, as specified in the Proposal.
- 23.22 **"Supplier"** means Greenline Group Pty Ltd (ABN 47 113 674 561)
- 23.23 **"Underground Services"** includes, but is not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains and any other services that may be on Site.
- "Warranty" means the document (if any) provided by the Supplier and to which these terms are attached, which is identified as such.

