

NEILSEN'S DECORATIVE CONCRETE

TRADE PRICE DETAILS AS AT 1/7/09

Product Name	Product Code	Strength Grade	GST Exclusive Price To zone 7	GST Inclusive Price To zone 7
Stanley 10 mm Exposed	X25125ST	25 mpa	\$201.00	\$221.10
	X32125ST	32 mpa	\$206.00	\$226.60
Midnight 10 mm Exposed	X25125MN	25 mpa	\$201.00	\$221.10
	X32125MN	32 mpa	\$206.00	\$226.60
Milky Way 10 mm Exposed	X25125MW	25 mpa	\$230.00	\$253.00
	X32125MW	32 mpa	\$235.00	\$258.50
Antarctic 10 mm Exposed	X25125AN	25 mpa	\$250.00	\$275.00
	X32125AN	32 mpa	\$255.00	\$280.50
Sandstone 10 mm Exposed	X25125SA	25 mpa	\$250.00	\$275.00
	X32125SA	32 mpa	\$255.00	\$280.50
Maroon 10 mm Exposed	X25125MR	25 mpa	\$250.00	\$275.00
	X32125MR	32 mpa	\$255.00	\$280.50
Burnt Ochre 10 mm Exposed	X25125BO	25 mpa	\$250.00	\$275.00
	X32125BO	32 mpa	\$255.00	\$280.50

**NEILSENS CONCRETE PTY LTD - CONDITIONS OF SALE
SUPPLY AND DELIVERY OF CONCRETE**

- Unless otherwise specified concrete supplied will be in accordance with:
AS 1379 The specification and manufacture of concrete
AS 1012 Methods of testing concrete
- Testing of concrete supplied will not automatically be carried out, but the purchaser/customer may request an assessment in accordance and under the terms of contract and arranged at the purchasers/customers expense.
Test samples will be taken only at the agitator discharge chute.
The results of such tests will only be recognised by the Company if carried out in accordance with the standards nominated and by a N.A.T.A. registered testing authority.
- The concrete supplied is designated on the face of the delivery docket and refers to the following outline:
(a) The quantity of concrete required.
(b) The standard compressive strength grade.
(c) A standard slump at point of acceptance.
(d) The maximum nominal size of aggregate.
- It is to be understood that the purchaser/customer will ensure that a company representative is available at the delivery point to sign the delivery docket, and by signing the purchaser/customer acknowledges that the quantity and other designated information outlined on the front of the docket complies with the purchaser's/customer's request.
- The company will not be liable in any manner whatsoever in respect of strength or any other defect which may develop in any concrete supplied if:
(a) water is added to concrete before or after discharge from the delivering agitator without the approval of the Company's representative.
(b) an admixture is used at the purchasers request
(c) discharge from the agitator occurs more than ninety (90) minutes after leaving the mixing plant.
(d) in the event of delays in delivery or non-delivery arising from any cause beyond the control of the Company including but not limited to unforeseen traffic conditions, plant breakdown, truck agitator breakdown, industrial stoppages, bans or shortage of materials.
(e) due to mis-handling, placement, curing or improper job practices.
- The price stated is based on:
(a) concrete batched and/or delivered between the hours of 5.00 a.m. to 5.00 p.m. on weekdays not being public holidays. A surcharge will apply for concrete batched and/or delivered outside these hours.
(b) a four (4) cubic metre minimum payment applies to cartage rates and in the event of deliveries being required of less than the minimum load an additional cartage charge will be payable in accordance with company's ruling rates.
(c) delivery being made by the shortest access route available, and in the event of roads being closed and preventing delivery by the shortest access route, the Company shall have the right to charge for any additional costs incurred by it in making delivery.
(d) the discharging of the concrete on site from the agitator within the time specified within the Company's charges and an additional charge will be payable for waiting time in excess of the standard unloading time of forty five (45) minutes.
(e) and is subject to an additional surcharge when concrete is returned from the delivery site to the concrete plant in the event of the purchaser/customer being unable to accept the full batch as ordered.
- Delivery of concrete shall be at the kerb alignment and the Company shall not in any circumstances in any dispute be liable for any indirect or consequential loss or damage of any nature whatsoever arising from entry of agitator trucks and delivery to on site.
- The purchaser/customer shall pay the price for the concrete to the company in cash prior to delivery or as agreed in writing within the agreed credit period of the thirty (30) days. All amounts not paid within the agreed credit period shall bear interest at the overdraft rate charged by the Company's principal bankers in respect of amounts over \$100,000.00 from invoiced date until payment. All amounts received by the Company will be credited first against interest.
- If the purchaser/customer fails to make due payment or if any other dispute arises the Company shall have the right:
(a) to suspend further performances of its obligations hereunder until the matter of payment (plus interest as aforesaid) or settlement of the dispute; and/or
(b) to terminate the contract at any time, in either case without affecting any right or remedy of the Company whether arising before, after, or as a result of the dispute or the purchaser's/customer's failure to make due payment
- Any reference to the purchaser in these terms and conditions includes the employees, agents, sub-contractors, successors, assignees of, and any entity claiming through or under, the purchaser. The actions or signatures of any person appearing to have the authority of the purchaser so to do shall bind the purchaser.
- In the event of any materials supplied by the Company in pursuance hereof failing to meet the agreed standards, the liability of the Company (if any) shall be limited to the replacement of such defective materials. All other guarantees, warranties, undertakings, or representations express or implied and whether arising by statute or otherwise are hereby expressly excluded (except to the extent only that such exclusion is prohibited by statute) and subject to the last mentioned exception these terms and conditions are the only terms and conditions of the contract between the Company and the purchaser.
These terms and conditions cannot be altered, except in writing by the Company's authorized representative.
- The Company shall not in any circumstances in any dispute be liable for any indirect or consequential loss or damage of any nature whatsoever.

NEILSEN'S CONCRETE PTY LTD

SURCHARGES & TESTING COSTS EXCLUSIVE OF GST - Effective from 15 April 2009

SURCHARGE	DETAIL	PRICE
Testing	Cylinders	\$44.00 per cylinder (3 minimum)
	Slump tests	\$15.00 per slump (nil charge with set of 3 cylinders)
	Standby charge for tester waiting on site	\$132.00 if pour is cancelled or delayed by more than 1 hr
Minimum cartage	Applicable on loads less than 4M3 for volume not carted	\$30.00 per M3 for first 17 km + \$2.50 / for every 2 km thereafter
Extra cartage	Applicable for delivery beyond 17 km from plant	\$2.50 / each additional 2km
Waiting time	Applicable 45 minutes after arrival of truck on site	\$1.70 / minute
Slump modification	20 mm increments (80 mm is our standard slump for N class concrete)	\$3.00 / M3
10 mm surcharge	Surcharge for N class mixes	\$5.00 / M3
Pump surcharge	Reduced line mix design	10 mm price + \$5.00 / M3
Straight cement	N20 – N40	\$5.00 / M3
	N50	\$9.00 / M3
After hours charges	Monday to Friday 5.00 am – 5.00 pm	Normal hours
	Monday to Friday 5.00 pm – 8.00 pm	\$60.00 / hr / man + \$10.00 / M3
	Monday to Friday 8.00 pm – 5.00 am	*\$60.00 / hr / man + \$30.00 / M3 + \$500.00 plant opening fee
	* 4 hours minimum	
	Saturday 5.00 am – 12.00 noon	Normal hours
	Saturday 12.00 noon – 5.00 pm	\$60.00 / hr / man + \$10.00 / M3
	Saturday 5.00 pm – 12.00 midnight	*\$60.00 / hr / man + \$30.00 / M3 + \$500 plant opening fee
	* 4 hours minimum	
	Sundays & Public Holidays	*\$60.00 / hr / man + \$30.00 / M3 + \$500.00 plant opening fee
	* 4 hours minimum	
	Minimum charge outside normal hours	\$250.00 per truck
	Standby fee	+ \$100.00 per hour for delays
	Minimum charge per load	4 M3
Accelerator	Applicable for each 1% increment of dose rate requested	\$5.00 / M3
Disposal Fee	Concrete returned to the plant and dumped	\$90.00 / M3
Temperature control & shrinkage control	Where specification is non-conforming with AS 1379 a surcharge will apply	Price & capability to supply determined by specification
Customer supplied products	To be added at batching plant only	Minimum charge of \$20.00 / M3
Administration	Replacement copies of Delivery Dockets and Invoices	\$5.00 per copy
Cancellation fee	For orders cancelled with insufficient notice after 3.00 pm	\$800.00 per event
Decorative concrete (see notes below)	Ordering of coloured concrete	Minimum of 1M3 increments (whole M3's)

Notes on Neilsen's Decorative Concrete:

- The aggregates and other raw materials used to make our decorative concrete are products produced by nature and therefore subject to variation in colour, size and shape.
- Minerals in aggregate can cause staining. An approved sealer will reduce the likelihood of this condition occurring.
- Please refer to the Cement Concrete & Aggregates Association recommended practices for placing decorative concrete.
- Our exposed aggregate mixes are designed to be placed directly "off the chute" from concrete agitators. Please consult with us if you require to place these mixes via a concrete pump.
- We recommend an approved same day sealer be applied to coloured concrete.
- If on site water addition takes the concrete slump beyond specification colour variation and aggregate segregation may occur.
- Please allow us reasonable lead time to obtain colour from our supplier.