



TERMS OF SALE

GENERAL CONDITIONS OF SALE AND DELIVERY OF RAW MATERIALS

1. Placing an order with, or accepting a delivery of materials from Mt Marrow constitutes acceptance by the Customer of both these Terms and Conditions and any pricing quotation relevant to the materials ordered and delivered.
2. The Customer is considered to have formed its own opinion in relation to information or advice concerning the use for which the product is intended and has not relied on any advice or information provided by Mt Marrow.
3. The Customer is responsible for arranging any requirements for traffic management associated with safe delivery of the materials and for putting in place all traffic management measures which the Customer ought reasonably to know are required to effect delivery.
4. Unless specifically agreed in writing, delivery will be made to the kerbside nearest the delivery address. If the Customer requires the delivery vehicle to leave a public road to access the unloading location, the Customer shall ensure that the vehicle has a suitable, safe route between the kerbside and the unloading location and will indemnify Mt Marrow against any loss or damage arising from events occurring while gaining such access.
5. It is the responsibility of the Customer, before the delivery of any materials, to check for any difference between the materials delivered, the description or quantity of the materials shown on the delivery docket and the Customer's order.
6. If the Customer disagrees with any of the details on the delivery docket or if there is a difference between the materials as delivered, the description or quantity appearing on the delivery docket or the materials ordered, then the Customer can choose to accept or reject the materials in whole or in part. If the Customer accepts some or all of the materials, it will be considered that the Customer has ordered what was delivered.
7. Acceptance of the materials shall be evidenced by the Customer's signature on the delivery docket.
8. The amount payable by the Customer to Mt Marrow shall be calculated by reference to the quantity of material shown on the delivery docket and the rate applicable to that product. For Cash Sales, this amount, plus a separate item for GST, will be shown on the delivery docket.
9. When materials are sold by volume rather than weight, the volume will be determined by the loose uncompacted volume as measured on the delivery vehicle at the time of loading.
10. The Customer shall pay the amount payable to Mt Marrow prior to delivery or within the credit terms applicable to the Customer's account.
11. Mt Marrow shall not be liable in any circumstances, for any loss or claim arising from any alleged defect, non-conformity or failure in any materials delivered, caused by or arising from:
 - a. the preparation, handling, placing, working, compacting, rolling or levelling of the materials that is not in accordance with any applicable Australian Standard, specification or guidelines applying to the work;
 - b. the addition, without the written instructions of Mt Marrow, of any water, additives or other material to the product delivered;
 - c. the effect of any weather conditions or temperature including heat, cold, rain, wind or hail; or
 - d. any act or omission or failure to comply with these terms and conditions, by the Customer or any third party.
12. To the extent permitted by Law, Mt Marrow shall not be liable for any claim by the Customer alleging a loss arising out of the quotation, sale or delivery of materials under these Terms unless:
 - a. it is notified by the Customer in writing of any alleged defect, non-conformity or failure giving rise to the claim within 7 days of the delivery or such later date as the Customer became, or ought reasonably to have become, aware of the events or circumstances on which the claim is based and
 - b. the Customer affords Mt Marrow the opportunity to investigate any such claim within a reasonable time, to advise the Customer of any appropriate remedial action or to undertake such remedial action as it sees fit.
13. In pursuing a claim against Mt Marrow a Customer may only rely upon test results if they have been produced by a NATA certified laboratory using tests carried out in accordance with all applicable Australian Standards.
14. If the Customer fails to comply with any of these Terms, Mt Marrow reserves the right to suspend further performance of its obligations to the Customer, to suspend the credit facilities afforded to the Customer or to terminate any contract with the Customer, without affecting any other right or remedy.
15. Risk in the materials passes to the Customer at the time of delivery. Property in the materials shall not pass until the Customer has paid all moneys payable to Mt Marrow under these Terms, in full.
16. In the event of a delay to delivery due to any cause beyond the control of Mt Marrow, including weather, fire, labour dispute or strike, Mt Marrow will not be liable for any loss sustained by reason of any such failure or delay and Mt Marrow will be entitled to suspend deliveries for such period as it may think fit or terminate the agreement immediately after suspending deliveries and shall not be liable for any loss sustained by reason of such suspension or termination.