

## STANDARD CONDITIONS OF CONTRACT

### 1. Acceptance

**1.1** This quotation shall be open for acceptance by the Customer for a period of one calendar month from the date hereof.

**1.2** Minstruct Drafting reserves the right to review any imposed contractual conditions not mentioned at quotation stage.

**1.3** Minstruct Drafting's contract will not include liquidated damages or retention clauses.

### 2. Warranty

**2.1** Minstruct Drafting WARRANTS that drawings shall be prepared in accordance with drawing practice recognised by the members of the Association of Engineering Drafting Services (W.A) and shall reasonably comply with the contract drawings and specifications forming part of this contract.

**2.2** Minstruct Drafting shall endeavour to check and report dimensional errors appearing on the contract drawings to the customer. However, Minstruct Drafting shall accept no responsibility for loss or damage consequential or otherwise the subject of claims by the Customer arising from failure to report dimensional errors unnoticed by Minstruct Drafting

**2.3** Minstruct Drafting shall endeavour to locate on his drawings in the position of cleats, holings etc., Where the same are clearly shown to be required on the contract Documents in respect of Steelwork. However Minstruct Drafting shall accept no responsibility for the loss or damage consequential or otherwise the subject of claims by the Customer arising from failure to position or to incorrectly position such cleats, holings etc, which are not clearly indicated on the contract Documents.

### 3. Completion

**3.1** Time of completion which from Minstruct Drafting's acceptance of the Customer's order is given as accurately as possible but is not guaranteed. It is expressly agreed that in the event of completion of the drawings being deferred at the Customer's request through any cause whatsoever, the Customer shall be bound, Minstruct Drafting reserving the right to waive this condition, to pay the Minstruct Drafting such sum expressed as a percentage of the contract price as Minstruct Drafting may determine. A waiver by Minstruct Drafting cannot be construed as or otherwise restricting in any way the imposition of this requirement in the event of any subsequent deferment. No responsibility shall be accepted for consequential loss or damage occasioned by delayed completion of the drawings from any cause whatsoever.

### 4. Liability

**4.1** No claim will be considered or responsibility accepted in respect of errors or omissions on Minstruct Drafting's drawings unless it is made in writing and supported by documentary evidence within ninety (90) days of the date of delivery of the final drawings. Minstruct Drafting may in his discretion reject any such claim unless submitted in the manner aforesaid. The maximum of all such claims accepted by Minstruct Drafting shall be limited to a maximum of 10% of the total price for the contract work unless noted and agreed otherwise.

## 5. Cancellation

**5.1** No order shall be subject to cancellation in whole or part without Minstruct Drafting's written consent. Delay in delivery or cancellation of Customer's orders cannot be deemed as sufficient reason for termination of the contract.

**5.2** The Customer shall compensate Minstruct Drafting for all costs incurred up to and including the date of cancellation.

## 6. Variations

**6.1** Any variations or modifications as aforesaid shall be charged for at the rate set by Minstruct Drafting in the quote sheet.

## 7. Terms of Payment

**7.1** Unless otherwise agreed in writing by the parties hereto, the Customer shall make payment within 31 days after receipt of any invoices.

**7.2** The Customer shall not retain any portion of the contract price after the expiration of twenty one (21) days from the date of delivery of the final drawings.

**7.3** Minstruct Drafting reserves the right to render monthly invoiced claims in respect of contract works the time completion of which exceeded one month.

**7.4** Notwithstanding the provisions of clause 4.1, no claim shall be considered by Minstruct Drafting unless full and final payment of the contract price is made to Minstruct Drafting as aforesaid.

## 8. Contract Drawings

**8.1** No responsibility is accepted by Minstruct Drafting in respect of loss or damage to Customer's contract drawings, patterns and for other goods left in Minstruct Drafting's possession.

## 9. Customer Conditions

**9.1** In the event of Customer's official order forms containing special conditions, it is understood that such conditions are only binding insofar as they are not at variance with the terms and conditions mentioned above or otherwise expressly accepted by Minstruct Drafting in writing.

## 10. Arbitration

**10.1** Any disputes arising out of this contract shall be settled within the meaning of the Arbitration Act of Western Australia and any amendments thereof.

## 11. Legal Construction

**11.1** This contract shall in all respects be construed and operate in conformity with the laws of Western Australia.