



Suite 4, 31 Black Street, Milton
A.C.N. 164 582 174
PO Box 3498, SOUTH BRISBANE Q. 4101
QBCC: 1305015 (p) 0481 137 861 (e) admin@dpxprojects.com.au

DATE:

CONTRACT/QUOTE NO: -

CLIENT: *Insert head contract name*

PROJECT: *Insert brief description of project including address of site*
(The Project shall be described on the Purchase Order (the "PO"))

COMMENCEMENT DATE: *Insert date estimated the works will begin*

DATE FOR SUBSTANTIAL COMPLETION: *Insert number of days required*

DEFECTS LIABILITY PERIOD: *Insert weeks/months after project completion*

PROGRESS CLAIMS: *Insert timeframes for submitting claims, include details of the value of work completed*

TOTAL CONTRACT PRICE: *Insert Price , stating exclusive/inclusive of GST*

DESCRIPTION OF WORKS: <i>Describe work in detail, and related cost breakdown</i>	Qty	Unit Price ex gst

Sub Total	\$
GST	\$
TOTAL	\$



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NOTES & EXCLUSIONS:

- No work will commence until an written order is received by "DPX" by email (admin@dpxprojects.com.au)
- All quotations given by "DPX" are subject to acceptance by the client within 30 days of the date of quotation, unless otherwise specified on the quotation.
Prices quoted for all services/works are subject to variation by "DPX" after the expiration of any time limit imposed on the quotation supplied by "DPX".
- All documentation and price lists supplied by "DPX" are confidential and shall remain the property of "DPX", and no parts of any such documents shall be divulged to other parties without prior consent by "DPX"
- Project Coordination/Management activities do not cover associated costs excluded under the proposal and/or costs such as QBCC insurance, Q-Leave levies, colour consultants, engineer's or remedial builders works, security over the project, access etc.
- Notifications to Occupants in occupied buildings are the responsibility of the building manager or building owner.
- DPX Projects does not assume principal contractor status when offering Project Management or Project Coordination services.
- Rectification works and/or Variations: - No work will be undertaken to rectify any work which has been caused by others until a written order has been received.
- DPX Projects will not claim responsibility to any damage caused to any part of the structure/installation which is related to age, deterioration, 'wear and tear', or from movement within the structure
- DPX Projects is indemnified by the building owner against liability for any incidents occurring in the course of the works, either directly or indirectly associated with the works.
- All materials and goods supplied and installed on this project shall remain the property of DPX Projects until Payment is made in full.
- Quotations priced by sketches, plans, schedules or specification supplied by the client are subject to the accuracy provided. "DPX" will not be held liable for inaccuracies of quantity, dimension, material or position actually required or used exceeding the quotation
- All payment claims will be made under the Building & Construction Industry Payments Act 2004



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DPX Projects – Terms and Conditions of Trade

1. Definitions

- 1.1 “DPX” shall mean DPX Projects Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of DPX Projects Pty Ltd.
- 1.2 “Client” shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by DPX Projects to the Client.
- 1.3 “Contract” means contract between Client and DPX for the execution of the Project.
- 1.3 “Guarantor” means that person (or persons) who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 “Works” shall mean all Works performed by DPX Projects for the Client, including any advice or recommendations (and where the context so permits shall include any supply of Materials as hereinafter defined), as described on the invoices, quotation, work authorisation or any other forms as provided by DPX Projects to the Client. Works as set out in description of works.
- 1.5 “Materials” shall mean all Materials supplied by DPX Projects which are required to complete the Works.
- 1.6 “Price” shall mean the cost/contract Price of the Works as agreed between DPX Projects and the Client in accordance with clause 4 of this contract.
- 1.7 “Term”, being the term of the agreement and will be begin on date of contract agreement., and remain in force until full completion of works in 1.6.

2. Acceptance

- 2.1 Any instructions received by DPX Projects from the Client for the performance of the Works and/or the Client’s acceptance of the Works performed by DPX Projects shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of DPX Projects.
- 2.4 The Client shall give DPX Projects not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client’s name and/or any other change in the Client’s details (including but not limited to, changes in the Client’s address, facsimile number, or business practice). The Client shall be liable for any loss incurred by DPX Projects as a result of the Client’s failure to comply with this clause.
- 2.5 The Works are performed by DPX Projects only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client’s order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.



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3. Price and Payment

3.1 At DPX Projects' sole discretion the Price shall be either:

- (a) as indicated on invoices provided by DPX Projects to the Client in respect of Works performed; or
- (b) DPX Projects' quoted Price (subject to clause 4.2) which shall be binding upon DPX Projects provided that the Client shall accept DPX Projects' quotation in writing within thirty (30) days.

3.2 At DPX Projects' sole discretion:

- (a) a non-refundable deposit may be required; and/or
- (b) payment shall be due on completion of the Works, within 21 days; or
- (c) Detailed progress payment claims may be submitted by DPX Projects in accordance with DPX Projects' specified payment schedule. Such payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the site but not yet installed.

3.3 Time for payment shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due (21) days following the date of the invoice.

3.4 Payment will be made by cash, cheque, direct credit, or by any other method as agreed to between the Client and DPX Projects.

3.5 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4. Payment Default and Consequences of Default

4.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at DPX Projects' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

4.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by DPX Projects.

4.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify DPX Projects from and against all costs and disbursements incurred by DPX Projects in pursuing the debt including legal costs on a solicitor and own client basis and DPX Projects' collection agency costs.

4.4 Without prejudice to any other remedies DPX Projects may have, if at any time the Client is in breach of any obligation (including those relating to payment) DPX Projects may suspend or terminate the Works and any of its other obligations under the terms and conditions. DPX Projects will not be liable to the Client for any loss or damage the Client suffers because DPX Projects has exercised its rights under this clause.



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5. Variations

- 5.1 The price of the variation is to be agreed by both parties in writing.
- 5.2 DPX Projects reserves the right to change the Price in the event of a variation to DPX Projects' quotation. Any variation from the plan or specifications of scheduled Works (including, but not limited to, any as a result of additional work required due to unforeseen circumstances or as a result of increases to DPX Projects in the cost of Materials and labour) will be charged for on the basis of DPX Projects' quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.

6. Delivery of the Works

- 6.1 At DPX Projects' sole discretion delivery of the Works shall take place when DPX Projects performs the Works at the Client's nominated address.
- 6.2 Subject to clause 6.3 it is DPX responsibility to ensure that the Works start as soon as it is reasonably possible.
- 6.3 The Works commencement date will be put back and the completion date extended by whatever time is reasonable in the event that DPX Projects claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond DPX control, including but not limited to any failure by the Client to:
- (a) make a selection; or
 - (b) have the site ready for the Works; or
 - (c) notify DPX Projects that the site is ready.
- 6.4 At DPX Projects' sole discretion, the costs of delivering the Works are in addition to the Price and will be assessed according to the distance that needs to be travelled to the nominated address.
- 6.5. Delivery of the Works to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
- 6.6. DPX Projects shall not be liable for any loss or damage whatsoever due to failure by DPX Projects to deliver the Works (or any part of them) promptly or at all, where due to circumstances beyond the control of DPX Projects.

7. Risk

- 7.1 If DPX Projects retains ownership of the Materials nonetheless, all risk for the Materials passes to the Client on delivery.

7. Title

- 7.1 DPX Projects and the Client agree that ownership of the Materials shall not pass until:
- a) the Client has paid DPX Projects all amounts owing for the particular Materials; and
 - b) the Client has met all other obligations due by the Client to DPX Projects in respect of all contracts between DPX Projects and the Client.
- 7.2 It is further agreed that: (a) where practicable the Materials shall be kept separate and identifiable until DPX Projects shall have received payment and all other obligations of the Client are met; and (b) until such time as ownership of the Materials shall pass from DPX Projects to the Client DPX Projects may give notice in writing to the Client to return the Materials or any of them to DPX Projects. Upon such notice the rights of the Client to obtain ownership



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or any other interest in the Materials shall cease; and

8. Insurance

DPX shall maintain insurances that will protect them from claims under the construction works.

9. Defects, Errors and Omissions

The Client shall inspect the Works on completion and shall within five (5) days of such time (being of the essence) notify DPX Projects of any alleged defect, error or omission, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford DPX Projects an opportunity to inspect the Works within a reasonable time following such notification if the Client believes the Works are defective in any way. If the Client shall fail to comply with these provisions the Works shall be presumed to be free from any defect or damage. For defective Works, which DPX Projects has agreed in writing that the Client is entitled to reject, DPX Projects' liability is limited to either (at DPX Projects' discretion) replacing the Works or rectifying the Works except where the Client has acquired Works as a consumer within the meaning of the Competition and Consumer Act 2010 (C'With) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Works, or rectification of the Works, or replacement of the Works.

10. Warranty

10.1 Subject to the conditions of warranty set out in clause 10.2, DPX Projects warrants that if any defect in any workmanship of DPX Projects becomes apparent and is reported to DPX Projects within twelve (12) months of the date of completion (time being of the essence) then DPX Projects will either (at DPX Projects' sole discretion) replace or remedy the workmanship.

10.2 The conditions applicable to the warranty given by clause 10.1 are:

- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Client to properly maintain the Works; or
 - (ii) failure on the part of the Client to follow any instructions or guidelines provided by DPX Projects; or
 - (iii) any use of the Works otherwise than for any application specified on a quote or order form; or
 - (iv) the continued use of the Works after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (v) fair wear and tear, any accident or act of God.
- (b) the warranty shall cease and DPX Projects shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without DPX Projects' consent.
- (c) in respect of all claims DPX Projects shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.



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11. Cancellation

- 11.1 DPX Projects may cancel any contract to which these terms and conditions apply or cancel delivery of Works at any time before the Works are completed by giving written notice to the Client. On giving such notice DPX Projects shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to DPX Projects for Works already performed. DPX Projects shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 11.2 In the event that the Client cancels delivery of the Works the Client shall be liable for any loss incurred by DPX Projects (including, but not limited to, any amounts owing by the Client to DPX Projects for Works already performed and any loss of profits) up to the time of cancellation.
- 11.3 Cancellation of orders for Materials made to the Client's specifications or non-stock list items will definitely not be accepted, once the order has been processed.

12. Building and Construction Industry Payments Act 2004

- 12.1 At DPX Projects' sole discretion, if there are any disputes or claims for unpaid Works and Materials then the provisions of the Building and Construction Industry Payments Act 2004 may apply.
- 12.2 Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.

13. General

- 13.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability
- 13.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
- 13.3 DPX Projects shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by DPX Projects of these terms and conditions.
- 13.4 In the event of any breach of this contract by DPX Projects the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price.
- 13.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by DPX Projects nor to withhold payment of any invoice because part of that invoice is in dispute.
- 13.6 DPX Projects may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 13.7 The Client agrees that DPX Projects may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which DPX Projects notifies the Client of such change. The Client shall be under no obligation to accept such changes except where DPX Projects performs further Works for the Client and the Client accepts such Works.



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13.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

13.9 The failure by DPX Projects to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect DPX Projects' right to subsequently enforce that provision.