



South East Queensland – Customer Service Offer

Effective 1 October 2019 - All prices are subject to change without notice.

Boral are dedicated to providing a high level of customer service and quality product to our customers. The Boral Customer Service Offer provides information to help us meet our customer's service expectations.

Item	Description
Booking a Boral Concrete Order	<p>Brisbane Metro & Gold Coast: Please call Boral Customer Service Centre 1300 305 980</p> <p>Sunshine Coast: Please call your local Boral Concrete Plant Monday to Friday 5.30am – 4.45pm Saturday 5.30am – 12.00pm</p> <p>Concrete orders must be confirmed to secure a delivery booking time slot.</p> <p>Delivery times will be prioritised as orders are confirmed. If an order is cancelled, delayed or postponed a Service Fee will be applied (refer below).</p>
Multiple Bookings for a Single Pour (Backup Bookings)	<p>Placing multiple backup booking times for a single pour drastically reduces Boral's ability to provide efficient customer service.</p> <p>Additional backup pour bookings will only be accepted for delivery times after 9.30am. Please contact your Boral Account Manager for assistance in forward planning projects.</p>
Delivering a Boral Concrete Order	<p>Order accuracy has a significant impact on Boral's ability to provide high levels of service to our customers.</p> <p>Boral will provide a maximum of one additional 'plus load' to complete your order and will work with you to supply additional loads where reasonably practicable.</p> <p>Please refer to the Boral Construction Materials – South East Queensland – Service Fees Sheet: General for Cartage Fee information.</p>
Boral Concrete South East Queensland Plant Normal Opening Hours	<p>Monday to Friday 6.00am – 5.00pm (excluding public holidays)</p> <p>Boral can offer early and extended plant operating hours to help meet your needs*</p>

*Quote conditions and Conditions of Quotation & Supply apply in addition to the above
Additional Fees & Charges May Apply

Boral Construction Materials

South East Queensland – Service Fees Sheet: General



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<u>Item</u>	<u>Description</u>
Extra Cartage	An additional charge of \$2.80 + GST per m ³ per km applies for loads delivered more than 15kms from the nearest Boral plant. A minimum of 3m ³ applies.
Minimum Load	A fee of \$95 per m ³ + GST applies for loads delivered less than 3 m ³ . Calculated as: Shortfall x per m ³ rate.
Out of hours	<p>The following service fees apply for deliveries out of hours. A minimum of 3 m³ applies*:</p> <ul style="list-style-type: none"> • Monday – Friday 5.00 pm to 6.00 am: \$45 per m³ + GST • Saturdays 12.00 am to 5.00 am: POA • Saturdays 5.00 am to 12.00 pm: \$15 per m³ + GST • Saturdays 12.00 pm to 12.00 am: \$70 per m³ + GST • Sundays & Public holidays: \$105 per m³ + GST <p><i>Note: Service fee applies at the concrete batch time, not delivered time.</i></p>
Plant Opening	<p>In addition to the out of hours service fee an Out of Hours Plant Opening Fee of \$2,500 + GST will be applied to open the plant outside normal operating hours or on a public holiday</p> <p>Please note: at least 48 hours' notice is required for an Out of Hours Plant Opening (and subject always to availability)</p> <p>The Out of Hours Plant Opening fee will still be applied if an Out of Hours opening is cancelled after 1.00pm on the day (which includes the period from 5pm that day until 6am the following morning) of the requested Out of Hours plant opening</p> <p>The Cancellation Service Fee as outlined below will also apply to orders booked (and then cancelled) for delivery outside normal operating hours.</p>
Cancellation	A Cancellation Service Fee of \$1500.00+ GST will be applied to all orders that are cancelled, delayed or postponed by the customer after 1.00pm on the previous business day.
Waiting Time	<p>Calculated as onsite time per minute > 30 minutes x rate. Customer to provide authorised delegate at point of discharge to sign delivery dockets. Claims disputing delivery and consequential service fees will not be accepted in the absence of a nominated delegate.</p> <ul style="list-style-type: none"> • Normal hours: \$3.30 per minute + GST • Out of hours or on a public holiday: \$6.60 per minute + GST
Credit Card / Debit Card	A 0.8% surcharge applies to all MasterCard and Visa credit and debit card transactions. A 2.7% surcharge applies to all AMEX credit card transactions. A 3.0% surcharge applies to all Diners credit card transactions.
Disposal	Over ordered or surplus concrete will be returned in the delivery vehicle for environmentally responsible disposal if no facility is provided on site. Returned concrete will be charged at \$150 per m ³ + GST or part thereof. Customer to provide authorised delegate at point of discharge to sign delivery dockets. Claims disputing delivery and consequential service fees will not be accepted in the absence of a nominated delegate.
Pump Blowback	A service fee of \$500 per load + GST in addition to the disposal fee will be charged for all pump blowbacks. Note: Pump blowback will only be undertaken if safe to do so.
Plant Mixing	A service fee of \$100 per load + GST applies where concrete is mixed in a Boral plant and taken away in the customer's vehicle.
Truck Standby	<p>\$150 per half hour + GST per truck will be applied where an order scheduled for delivery out of hours is delayed by more than 30 minutes,</p> <p>\$150 + GST per truck will be applied where an order scheduled for delivery out of hours is cancelled.</p> <p>These charges are in addition to any Cancellation Fee that may be payable.</p>
Other	<p>7mm or 10mm Aggregate Service fee: \$12.50 per m³+ GST</p> <p>Straight Cement Service fee: \$8.00 per m³+ GST</p> <p>Accelerator Addition Low Dose: \$5.50 per m³+ GST</p> <p>Accelerator Addition Medium Dose: \$8.50 per m³+ GST</p> <p>Accelerator Addition High Dose: \$12.50 per m³+ GST</p> <p>Retarder Addition Low Dose: \$5.50 per m³+ GST</p> <p>Retarder Addition Medium Dose: \$8.50 per m³+ GST</p> <p>Retarder Addition High Dose: \$12.50 per m³+ GST</p> <p>Slump Concrete ordered over 80mm slump will incur an additional fee:</p> <p>N Class Grades up to 40mpa: \$4.00 + GST per 10mm of slump</p> <p>All S Class Grades P.O.A</p> <p>Pour Supervision (Subject to availability): \$120 per hour + GST, charged in 1 hour increments.</p>
Waste Management Fee	A Waste management fee of \$3.70 + GST per m ³ will apply to all concrete delivered.

Quote conditions and Conditions of Quotation & Supply apply in addition to the above.



Boral Construction Materials

South East Queensland – Service Fees Sheet: Testing

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The following rates are applicable to concrete sampled, collected and tested during normal hours.

<u>Test Description</u>	<u>Test Method</u>	<u>Price Excludes GST</u>	<u>UOM</u>
Compression Test Strength	Compression testing includes cast, cure and crush report and slump test. <i>Minimum of 3 (1 x 7 day and 2 x 28 days), 100mm cylinders per concrete load sampled.</i>	\$60.00	Per cylinder
	Core Testing, Cure, Crush and Report (does not include securing of cores)	\$180.00	Per cylinder
Slump Test	Slump tests are provided where no compressive strength cylinders are taken from a sample. <i>Minimum of 6 slump tests per site visit unless combined with a compressive strength test.</i>	\$30.00	Per test + ½ hr Tester hourly rate
Visual Slump	Where visual slump assessment is requested to be provided by the tester who is already on site, for loads in addition to those being sampled for compressive strength cylinders at the requested frequency.	\$10.00	Per assessment
Dry Shrinkage Test	Cast, cure & measure prisms (up to 56 days). Set of 3 prisms.	\$500.00	Per set
Flexural Strength	Flexural testing includes cast, cure and crush report and slump test. <i>Minimum of 3, 100mm beams per test</i>	\$175.00	Per beam
	Flexural testing includes cast, cure and crush report and slump test. <i>Minimum of 3, 150mm beams per test</i>	\$220.00	Per beam
Indirect Tensile Strength	Min 3 cylinders Slump Crush Cure & Crush. <i>Minimum of 3 cylinders per test.</i>	\$100.00	Per cylinder
Special Testing	Slump spread/Flow, Test only	\$55.00	EA
	Grout Cube Tests, Cast, Cure, Crush & Report - Min set of 3	\$60.00	Per cube
	Air Content	\$175.00	EA
	Plastic Density & Air Content (Field Density)	\$210.00	EA
	Yield Test: set of 3 x Air content & yield density compared back to batch & mix records & report	\$700.00	Per set
	Bleed	\$400.00	EA
	Chloride Diffusion – Nordtest 443	\$3050.00	EA
	Chloride Permeability – Nordtest 492	\$1050.00	EA
	Rapid Chloride Permeability – ASTM C1202	\$790.00	EA
	Schmidt Hammer Test	\$550.00	EA
	Slump Spread Test plus J ring only	\$80.00	EA
	Slump Spread Test plus T500 only	\$80.00	EA
	Water Permeability	\$470.00	EA
	Fibre Content	\$150.00	EA
	AVPV AS10112.21 Min set of 2 cylinders, Cure, Measure & Report	\$710.00	Per set
	Thermal Resistivity	\$200.00	EA
	Sulphate Content	\$180.00	EA
	Make Test Panel	\$275.00	EA
	Test Concrete Modulus of Elasticity AS1012.17 (Set of 3)	\$790.00	Per set
	Cast, Cure, Crush 150mm Cylinder	\$95.00	Per cylinder
	Dry Shrinkage set of 3 prisms 75mm, Cure, Measure & Report	\$320.00	Per set
	AS1012.12 Density only (Method 1)	\$80.00	EA
	AS1012.12 Density only (Method 2)	\$120.00	EA
Vebe Consistency AS1012.3	\$200.00	EA	
Chloride and Sulphate Content Testing	\$290.00	EA	
Costs	Cancellation	\$300.00	EA
	On-site Curing – Applied to 1 day cylinders due to early pick up.	\$70.00	EA
	Re-issue Test Report	\$70.00	EA
	Alteration to Test Date	\$70.00	EA
Extra Hours	Tester Hourly Rate is charged when: a) A tester is on site and not undertaking compressive strength testing for more than 60 minutes. b) Testers are required to attend a site induction prior to carrying out testing c) Travelling to a testing job exceeds 30minutes	\$120.00	Per hr
	Site Supervision	\$170.00	Per hr
After Hours	Monday - Friday 5pm to 6am & Saturday 12pm to 12am	\$480.00	Min 4 hrs
		\$120.00	Per hr thereafter
	Sunday & Public Holidays	\$800.00	Min 4 hrs
		\$200.00	Per hr thereafter
	Laboratory Opening fee outside normal hours	\$800.00	EA
Lost or Damaged Cylinder Mould	\$300.00	EA	
Lab Trials	Trial Mix Service fee – <i>excluding tests taken</i>	\$490.00	Per trial



CONDITIONS OF QUOTATION & SUPPLY

1. DEFINITIONS AND INTERPRETATION

"Fees & Surcharges Sheet" means the Company's schedule of additional charges applicable from time to time, which may be attached to this quotation or on request, or at www.boral.com.au/concrete/termsandconditions

"AS 1379-2007" means S.A.A. "Specification and Supply of Concrete" AS 1379-2007 as amended from time to time.

"Australian Consumer Law" means Schedules 1 and 2 of the Competition and Consumer Act 2010 (Cth) and any other relevant provisions contained in that Act.

"Client" means the customer named on the quotation, and if no customer is named, the customer to whom the Goods & Work is supplied.

"Company" means Boral Resources (QLD) Pty Ltd. ACN 009 671 809

"Conditions" means these conditions of quotation and any additional matters prescribed on the face of this quotation.

"Consequential Loss" means loss of revenue, loss of profits, loss of anticipated savings or business, loss of data, loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss and any form of consequential, special, indirect, punitive or exemplary loss or damages, however it arises (including as a result of negligence).

"Consumer" has the meaning in the Australian Consumer Law.

"Intellectual Property" all registered and unregistered rights in relation to present and future copyright, trade marks, designs, know-how, patents, confidential information, moral rights and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967.

"Goods & Work" means the materials or the materials and services supplied or to be supplied as described on the face of this quotation.

"includes" or "including" means includes or including without limitation.

"Loss" means any liability, however it arises (including as a result of negligence) and includes any loss, claim, damage, demand, injury or death and a fine or penalty imposed by a statutory or other authority.

"Rates" means the unit rate shown on the face of this quotation, or otherwise used to calculate the prices in the quotation.

"Site" means the location for supply / performance of the Goods & Work specified on the face of this quotation.

2. AGREEMENT

Except to the extent otherwise explicitly agreed in writing between the parties, these Conditions (and the credit application completed by the Client (and credit guarantees, if applicable) govern the entire relationship between the Company and the Client in connection with the Goods & Work and will prevail over any other document (including purchase order terms or procurement terms provided by the Client or terms on the back of delivery dockets to the extent inconsistent with these Conditions) from time to time. To the extent of any inconsistency between the credit application, the credit guarantees and these Conditions, these Conditions prevail. The Client acknowledges that it has not relied on any representation, inducement, warranty or promise which is not set out below. The Conditions may only be varied by both parties agreement in writing.

3. VALIDITY

This quotation is an offer open to acceptance by the Client within 30 days from the date on the quotation and any such acceptance must be on the basis that supply / performance of the Goods & Work is started within 3 months of the date of the quotation. The offer is made subject to the Client meeting Boral Limited credit approval requirements. The Client's written order to commence the supply / performance of the Goods & Work or such commencement by the Company constitutes acceptance of the offer.

4. POINT OF SUPPLY

This quotation is based on all materials being available from the Company's normal point of supply with respect to the locations of the supply / performance of the Goods & Work (as determined by the Company) or as otherwise specified in these Conditions. Should conditions beyond control of the Company necessitate supply from any other point of supply any resultant increase in cost will be paid for by the Client.

5. EXTENT OF GOODS & WORK

This quotation is based on supply / performance of all of the Goods & Work at the Site. Should the quantities supplied or location of the Site vary from the quotation the Company reserves the right to adjust the Rate. The Client also acknowledges that the concrete included in the Goods & Work shall generally be supplied in accordance with the relevant sections of AS 1379-2007, unless otherwise stated on the face of this quotation. If the concrete is to be placed by pump, the Client must notify the Company in advance, and while the Company will use reasonable endeavors to accommodate such request, it does not warrant that such concrete will be able to be pumped due to the variations in pumps and the concrete process.

6. BASIS OF PAYMENT

The Goods & Work will be paid for by the Client at the Rates according to the actual quantities supplied as shown on the delivery docket, subject to these Conditions. The Client acknowledges that, unless otherwise specifically stated on the face of this quotation or applicable delivery docket, the Rates are subject to additional charges pursuant to the Fees & Surcharges Sheet. The Client acknowledges that the Goods & Works will be paid for in full without any retention or set-off.

7. LIMITATION OF LIABILITY AND INDEMNITY

If the Client is not a Consumer, the Company shall not be liable in any circumstances:

- for any damage to any property of whatsoever kind situated in, on or adjacent to the Site resulting from Goods & Work supplied or performed in accordance with these Conditions;
- for any defects in the Goods & Work unless the Client notifies the Company within 14 days of the date of delivery of the materials or the supply of the services specifying the defect, which notice shall be a condition precedent to any right to recover by the Client;
- for any Loss arising from delay;
- for any Consequential Loss;
- for any defect which may develop in any concrete supplied if:
 - water is added to concrete either before or after discharge from the delivery unit without the approval of the Company's representative;
 - an admixture is used at the purchaser's request or specification; or
 - discharge from the agitator occurs more than 90 minutes from the time ex-plant;
- for any Loss arising from materials supplied by the Company being placed or installed by others,

and, subject to clause 9, the Company's total aggregate liability in all circumstances is limited (to the extent permitted by law) to the amount paid by the Client for the Goods & Work.

To the maximum extent permitted by law, the Client hereby indemnifies and forever holds harmless the Company from all Losses caused or contributed to by any negligent and / or willful act or omission or any breach of these Conditions by the Client; or by the Company arising from supplying or performing the Goods & Works in accordance with these Conditions.

8. LIMITATION OF LIABILITY- AUSTRALIAN CONSUMER LAW GUARANTEES

Unless the Client indicates otherwise below, the Client acknowledges that the Goods & Work it will acquire from the Company will be obtained for either the purpose of re-supply (in an altered form or condition or to be incorporated into other goods) or for the purpose of using them up or transforming them in trade or commerce in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land.

By ticking this box, the Client notifies the Company that it is acquiring the Goods for a purpose other than that stated immediately above, in which event the provisions below may apply.

If the Client is a Consumer and any of the Goods supplied by the Company are not goods of a kind ordinarily acquired for personal, domestic or household use or consumption, the Client agrees that the Company's liability for a failure to comply with a consumer guarantee under the Australian Consumer Law in relation to those Goods (other than a guarantee under sections 51(title), 52(undisturbed possession) and 53(undisclosed securities)) of the Australian Consumer Law, is limited to, at the option of the Company, one or more of the following:

- the replacement of the Goods or the supply of equivalent goods;
- the repair of the Goods;
- the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
- the payment of the cost of having the Goods repaired.

If the Client is a Consumer and any of the Work services supplied by the Company are not services of a kind ordinarily acquired for personal, domestic or household use or consumption, the Client's liability for a failure to comply with a consumer guarantee under the Australian Consumer Law in relation to those Work services is limited to, at the option of the Company:

- the supply of the Work services again; or
- the payment of the cost of having the Work services supplied again.

9. SITE ACCESS

The Company will deliver and the Client will receive the Goods & Work at the kerb alignment in a timely manner. The Client will be responsible for providing adequate, and timely access to the Site for the Company's material, personnel and equipment and the Client will indemnify the Company for all Loss (including delay and establishment costs) incurred by the Company as a result of failure to provide such access. If the Company or its agents enter the Site for the purposes of delivering the Goods, the Client shall indemnify the Company for any Loss incurred by the Company arising out of or in connection with such. Where the Company leaves equipment on the Site in connection with the supply / performance of the Goods & Works, the Client shall take all reasonable precautions to secure the Site to prevent loss or damage to the equipment or any injury to persons entering upon the Site.

10. DELIVERY

The Company will use reasonable endeavors to supply/execute Goods & Work in accordance with the Client's schedule. However, should supply / execution of the Goods & Works be early or delayed for any reason beyond the control of the Company or as a result of any cause which the Client is or should reasonably have been aware of all Loss arising will be the Client's responsibility and the Client shall indemnify the Company in respect of such Loss.

Prior to discharge from the delivery vehicle the Client shall check that the Goods & Work description and quantity on the delivery docket conforms with its requirements, and the Client must record any discrepancies in writing on the delivery docket including discrepancies in quantity, specification, discharge records, or that the addition of water was done other than at the Customer's request. Failure to make such notations on the copy of the docket retained by the Company is deemed to be conclusive evidence that the delivery docket is accurate, the Client accepts the Goods and Work, and that any water added was done at the Client's request.

11. SITE VISITS & HOURS

Unless otherwise stated on the face of this quotation, this quotation is based on

- the whole of the Goods & Work being available for completion at one Site visit.
- the whole of the supply / performance of the Goods & Work being conducted during normal hours. Should it be necessary to supply / perform the Goods & Works or any necessary establishment work on a Saturday, Sunday or public holiday, then additional charges will apply which will be calculated in accordance with the variations clause. The Company's normal hours of business for loading are listed on the Company's Fees & Surcharges Sheet.

12. VARIATIONS

The Company is not obliged to carry out any variation which is outside the scope of the Goods & Works. Any variation that the Company does carry out shall be subject to these Conditions and shall be charged to and paid for by the Client at an agreed rate or falling agreement at the rate determined by the Company.

13. TAX INVOICES

The Client acknowledges that Boral Construction Materials Group Limited (ABN 15 000 028 080) has been appointed as agent for the purpose of invoicing and receiving revenue on the Company's behalf. The Client agrees to pay the amount shown on invoices issued by Boral Construction Materials Group Limited.

14. TERMS OF PAYMENT

The Client must pay for the Goods & Work in immediately available funds prior to the discharge of the concrete unless the Company agrees otherwise in writing.

15. TAXES & OTHER CHARGES

- The prices quoted do not include any statutory or Government charges. Should any such charges or any other tax become applicable to the materials the subject of this quotation such tax or charge shall be charged to and paid for by the Client in addition to the price otherwise payable under this quotation.
- Notwithstanding anything else in these Conditions, if the Company has any liability to pay the Goods and Services Tax ("GST") on any materials and / or services supplied herein to the Client, the Client shall pay to the Company the amount of such GST at the same time as amounts otherwise payable to the Company.
- If the introduction of a regime relating to the emission, removal, mitigation, reduction, avoidance or sequestration of greenhouse gases (Carbon Scheme) results in any additional financial burden whatsoever to the Company arising from the manufacture or supply of the Goods & Work, the Company may increase Rates to recover the reasonable net costs incurred arising from such Carbon Scheme.

16. FORCE MAJEURE

The Company shall not be liable in any way for any delay in the supply / performance of Goods & Works where such delay occurs by reason of any cause whatsoever beyond the reasonable control of the Company, including without limiting the generality thereof, restrictions of Government or other statutory authorities, wars, fires, epidemics, failure or fluctuation in any electrical power supply, storm, flood, earthquake, accident, labour dispute, plant breakdown, materials or labour shortage, the change or introduction of any law or regulation or an act or omission of any supplier or other third party or any failure of any equipment owned or operated by them.

17. MAINTENANCE

This quotation does not cover any maintenance after completion of the supply / performance of the Goods & Works.

18. TESTING

The Company will, at Client's request, use reasonable endeavors to arrange testing priced in accordance with the Fees & Surcharges Sheet. Any testing conducted or

arranged by the Client will be by sampling at the discharge chute performed in accordance with AS 1012 and carried out by a NATA accredited laboratory. The Client will provide the Company with copies of any such third party testing conducted.

19. INFORMATION & IP

- The Client acknowledges and agrees that:
 - The Client must provide all relevant information (including all specifications relating to the Goods & Works, details relating to the Site, and other matters that may affect the Company's ability to complete the Goods & Works) to the Company to enable the Company to supply / perform the Goods & Works; and
 - The Company in giving this quotation has relied upon the accuracy and completeness of such information, and the Client hereby warrants to the Company the accuracy and completeness of all information supplied.
- If the Company has provided the Client with any information (including any design services or other advice) in connection with the Goods & Works, the Client acknowledges that it has formed its own opinion as to the correctness or otherwise of the information and has not and will not rely on the Company in respect of such information.
- All Intellectual Property of the Company, including any developed during the course of supply / performance of the Goods & Work, shall remain the sole property of the Company and no license, right or other interest of any kind in respect of such Intellectual Property is granted, created or transferred to the Client.

20. RISK

Upon delivery of any Goods & Work to the Site or any temporary stockpiles, all risk in relation to such shall pass to the Client. Property in the Goods & Work shall not pass to the Client until the Company has been paid in full. Where Goods are sold ex-bin, risk passes to the Client when the material is loaded on the Client's vehicle.

21. SAFETY

- The Client is responsible for ensuring safe and adequate access to the Site for delivery and all other aspects of Site safety.
- The Client shall notify the Company prior to delivery, of any obstacles or peculiarities in relation to the Site including whether the Site or its approach has a gradient greater than 8%.
- The driver making any delivery may refuse to complete the delivery, if not satisfied with the Client's compliance with (a) and (b) above, however, making a delivery shall not constitute an assessment of the safety of the Site and in no way relieves the Client of its obligations under these Conditions, including those relating to safety.
- The Client acknowledges that freshly mixed cement, mortar, concrete or grout may cause skin irritation. The Client shall ensure that all personnel involved in the Goods & Work avoid contact with exposed skin areas and eyes and wear appropriate protection such as impervious clothing, safety goggles and gloves. The following are general guidelines relating to exposure, and should not be treated as exhaustive. The Client acknowledges that it has appraised itself of these risks and that it will take appropriate safety precautions and training of its personnel. Should exposure occur, immediately rinse eyes and wash affected skin areas with clean fresh running water for 10 minutes. Seek medical advice if symptoms persist. Avoid breathing dust generated from drilling, sawing or chasing hardened concrete or quarry products as it may contain crystalline silica. Wear appropriate protective clothing, gloves, safety goggles and particulate respirator. Should exposure occur immediately rinse eyes with fresh clean running water for a minimum of 10 minutes. If dust is inhaled, immediately remove to fresh air. Seek medical advice should inhalation occur or if symptoms persist. Contact Boral for more information and a Material Safety Data Sheet or to view go to www.boral.com.au/product_index/material_safety_data_sheets.asp

22. GENERAL

(Severance) Any provision of these Conditions which is unenforceable or partly unenforceable is, where possible, to be read down so as to be enforceable, and if it can not be read down, severed to the extent necessary to make these Conditions enforceable, unless this would materially change the intended effect of these Conditions.

(Waiver) A right may only be waived in writing, signed by the party giving the waiver, and no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operated as a waiver of the right or otherwise prevents the exercise of the right **(No Implied terms)** The Client may have the benefit of certain statutory guarantees relating to the Goods & Work services pursuant to the Competition and Consumer Act 2010 (Cth). Otherwise, to the maximum extent permitted by law, all terms, conditions or warranties that would be implied into these Conditions or in connection with the supply of the Goods & Work by law, statute, custom or international convention (including those relating to quality or fitness for purpose) are excluded.

(Governing law) These Conditions are governed by the laws of the State or Territory in which the Goods & Work is supplied / performed. If Goods & Work are supplied / performed outside Australia, the Conditions are governed by the laws of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts.

(Insurance) The Client must take out and maintain those policies of insurance that would be held by a reasonably prudent customer in the position of the Client.

(No Adverse Interpretation) These Conditions are not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of these Conditions to protect itself.