

Additional Notes and Conditions:

Design: Good fabrication with 'Designed for Galvanizing' is IMPORTANT for safety and product quality. Please contact us for assistance on design or venting as early as possible.

Additional charges may apply Venting will be charged at **\$6.00 per hole + GST**. We will use discretion to add venting holes or hanging points if required to ensure the safety of our operators and the integrity of the fabrication. Every effort will be made to contact customers prior to holes being added to fabrications

Loss of Small Items Please provide a further 10% quantity due to a potential loss factor during dipping process

Bath Capacity: Single Dip 8.4m long x 1.45m wide x 2.1m deep. An additional charge will apply for larger double dip items.

Express Service: 24hr, 48hr may be available at additional charge.

Buckling & Dimensional distortion: Distortion will occur due to 450°C hot-dip galvanizing process. Fabrications with plating pose the greatest risk due to uneven stresses created during the fabrication process and cooling after hot dipping. The amount of distortion cannot be precisely predicted by Furphy personnel. If you have any concerns with potential distortion please discuss it with us before submitting the work for galvanizing. We will make every effort to inform you of predictable cases.

Finish Standard: Furphy Galvanizing's hot-dip galvanizing process is operated with the aim of achieving general industrial grade finish. Please be aware that quality standard and finish will vary due to variation with steel materials, product design and fabrication. Letters of quality conformance are not provided

Details of ANY requirements such as finish or thickness must be identified in writing prior to quotation or order being placed.

Minimum Charges: There is a minimum charge for galvanizing on a single invoice of \$60.00 + GST

Transport: Our flat charge rate for our regular runs is significantly discounted. Collections and deliveries bookings 24 hours prior and all goods must be gathered and prepacked safe for transport. No loose stretch wrap. Customers are required to provide safe load/unloading facilities. Delays beyond the max 30 minutes load /unload time will be charge at \$30.00 for every 15 minutes. All the above charges are excluding G.S.T. **Wide loads above 2.5m to 3.5m max will incur 40% premium to the transport charge.**

Recommendation: For projects that require specific finish or thickness customers are responsible to investigate steel analysis and/or arrange representative sampling. The levels of silicon, phosphorous and alloys present could have a significant impact.

Existing coatings: Most coatings can be removed in our caustic and acid solutions, however, Black Lacquer, some paints and heavily pitted rust etc. would require removal by abrasive blasting.

The additional cost to the quoted galvanizing rate are. Previously galvanized zinc stripping **\$760.00/Tonne.**

Receiving and Office Hours are 8:00am to 4:30pm Monday to Friday.

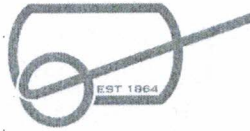
Your **order number and the quote number** shown above **must be clearly marked on the paperwork** with goods to receive the quoted rates.

Deliveries outside our normal hours can be organized by arrangement.

Yours sincerely



Darren Ryan | General Manager | FURPHY GALVANIZING
p: +61 3 5832 1462 | m: +61 409 897 919 | e: darren.ryan@furphys.com.au | w: www.furphys.com.au



GOOD, BETTER, BEST...™

FURPHY

GALVANIZING

NEW DOOKIE RD., PO BOX 7066, SHEPPARTON 3632 VIC AUSTRALIA

PHONE: +61 3 58321462 FAX: +61 3 58321459

Email: galv@furphys.com.au web: www.furphys.com.au

TERMS AND CONDITIONS OF SALE AND QUOTATION

1. Interpretation

In these conditions, unless the context otherwise appears:

- **Contract** means any contract or agreement whatsoever made by Furphy Galvanizing to supply any goods or services to the customer, whether resulting from the acceptance by Furphy Galvanizing of an order given by the customer or otherwise

- **Contract price** means the total of the prices specified for the supply by Goulburn Valley Galvanizers to the customer;

- **Furphy Galvanizing** means J. Furphy & Sons Pty. Ltd. (ABN 21 004 156 763) of 106-114 New Dookie Rd., Shepparton, Victoria;

- **Customer** means the customer of Furphy Galvanizing who buys goods or to whom Furphy Galvanizing supplies any services;

- **GST** means a tax payable on a Supply

- **Order** means any offer to purchase the goods from Furphy Galvanizing made by a customer;

- **Price** means, in relation to any goods or services, the price of those goods or services;

- **Service** means any or all of the services (if any) the subject of Supply by Furphy Galvanizing contract

2. Conditions:

These conditions:

- (a) will form part of any contract;
- (b) will apply to any Supply by Furphy Galvanizing, whether in accordance with any order, contract, or otherwise; and
- (c) may be varied only by writing signed by an authorized officer of Furphy Galvanizing

3. Terms of Payment

Time for payment of the price for any Supply is of the essence in any contract. If Furphy Galvanizing:

- (a) accepts an order, and Furphy Galvanizing has not agreed in writing to extend credit facilities to the customer, the customer must pay the contract price to Furphy Galvanizing in full on delivery of the goods or services; or unless other contractual terms have been stipulated; or
- (b) has agreed in writing to extend credit facilities to the customer, the customer must pay the contract price to Furphy Galvanizing in full prior to the end of the month following the date of the invoice sent by Furphy Galvanizing in relation to that Supply, unless other contractual terms have been stipulated.

4. Inspection and Acceptance of Goods

The Customer shall inspect all goods upon delivery and shall within forty-eight (48) hours of delivery give notice to Furphy Galvanizing of any matter or thing by which the Customer alleges that the goods are not in accordance with the Customer's order. Failing such notice and, to the extent permitted by statute, the goods shall be deemed to have been delivered and accepted by the Customer.

5. Title and Property

The title to and property in the goods will not pass from Furphy Galvanizing to the customer until the customer has paid the contract price in full. Until then, the Customer:

- (a) shall store the goods in such a manner as to show clearly that they are the property of Furphy Galvanizing
- (b) may sell the goods, in the ordinary course of its business, as agent for Furphy Galvanizing and shall account to Furphy Galvanizing for the proceeds of sale (including any proceeds from insurance claims)

If the Customer:

- (a) fails to pay the contract price in full when due;
- (b) pays for the goods by cheque (in whole or part) and that cheque is not met on presentation;
- (c) commits any act of bankruptcy, becomes bankrupt, or is insolvent under administration, as defined in Section 9 of the Corporations Law;
- (d) is or becomes insolvent within the meaning as given by any of Section 9, subsection 95A(2) or Section 922 of the Corporations Law; or
- (e) has a Controller, Administrator, Liquidator or Deed Administrator appointed, as defined in Section 9 in respect of any of the customer's property;

Goulburn Valley Galvanizers may

- (1) enter onto the premises where the goods are situated; and
- (2) repossess the goods, notwithstanding that the goods may have been affixed to any structure by Goulburn Valley Galvanizers or the customer, and if necessary for that purpose, may sever the goods from any structure to which they may have been affixed.

The customer must also indemnify and keep Furphy Galvanizing indemnified against, and pay to Furphy Galvanizing all expenses, losses and damages incurred or sustained by Furphy Galvanizing as a result of, or in relation, to Furphy Galvanizing exercising its rights under:

- (a) this clause
- (b) under any other term, express or implied, of these conditions; or
- (c) otherwise at law or in equity.

And any bank or other costs, charges or expenses incurred by Furphy Galvanizing resulting from any customer's cheque not being met on presentation.

6. Returns Policy

Subject to the requirements of any law, Furphy Galvanizing:

- (a) may consider, but is not obliged to allow, goods to be returned for credit unless
 - (i) the goods are returned in good and resalable condition
 - (ii) the customer first supplies Furphy Galvanizing the original invoice number and date of supply
- (b) will not allow credits for:
 - (i) any goods:
 - specifically cut to length;
 - specifically made, treated or purchased for the customer; or
 - being non-stock lines; or
 - (ii) any freight or delivery charges

If Goulburn Valley Galvanizers accepts any goods returned for credit

- (a) Furphy Galvanizing may issue a credit note after it has inspected the goods and found them satisfactory, in its sole discretion; and
- (b) If Furphy Galvanizing decides not to issue a credit note, Furphy Galvanizing will:
 - (i) inform the customer; and
 - (ii) make the goods available at Furphy Galvanizing premises for the customer to collect.

7. Shortages

The customer must report all shortages of goods from the quantities described in the invoice within 24 hours of delivery of the goods otherwise the customer may not make any claim against Furphy Galvanizing for any such shortages

8. Force Majeure

If in the performance or observance of its obligations to the Customer is prevented, restricted or affected by reason of a force majeure including strike, lock out, industrial dispute, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond the reasonable control of Furphy Galvanizing, Furphy Galvanizing may, in its absolute discretion give prompt notice of such cause to the Customer whereupon Furphy Galvanizing is excused from such performance or observance to the extent of such prevention, restriction or affectation.

9. Default of the Customer

- (a) If these terms and conditions are not strictly observed by the Customer, Furphy Galvanizing may in its absolute discretion, refuse to supply to the Customer and Furphy Galvanizing shall not be liable to the Customer for any loss or damages the Customer may sustain as a result of such refusal
- (b) The costs of collection of any monies due and payable by the Customer, including the fees of any Mercantile Agent or Solicitor engaged by Furphy Galvanizing shall be payable by the Customer

10. Alteration to Conditions

Furphy Galvanizing may, at any time and from time to time, alter these "Terms and Conditions of Quotation and Sale"

11. Taxes

Unless otherwise expressly agreed by, or shown on an invoice issued by Furphy Galvanizing, the prices specified do not include GST

12. Governing Law

These terms and conditions and any contract including them shall be governed by the law of the State or Territory in which Furphy Galvanizing accepts the Customers order and Furphy Galvanizing and the Customer submit to the jurisdiction of the Courts of that State or Territory.