



UNDER-RAPS™

Unit 2/211 Balcatta Road

Balcatta, WA 6021

Ph: (08) 9240 5978

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E-mail: eric.collinson@underraps.com.au

Web: www.underraps.com.au

A.B.N.28 117 915 652

Terms and Conditions Under-Raps Onsite Services

Encapsulation of Equipment, Objects, Machinery, etc.

Erection of Containment Structures

1. These Terms and Conditions apply to quotations issued or to work accepted by Under-Raps Pty Ltd (ABN 28 117 915 652) for jobs to encapsulate objects for the customer or to erect temporary structures for the purposes of containment.
2. The Under-Raps Terms and Conditions of Sale apply to all materials used for such jobs, that is, Under-Raps Pty Ltd supplies the materials used during the course of the job as though the customer had purchased those materials directly from Under-Raps Pty Ltd.
3. In addition to the standard Under-Raps Terms and Conditions of Sale, the following conditions shall apply:
 - 3.1 Customer's Purchase Order No to be supplied by the customer before the commencement of the work.
 - 3.2 Customer shall provide Access to Site 24hrs / 7 days.
 - 3.3 Hot Work Permits to be arranged by the customer if required.
 - 3.4 Induction Times not included in the quoted price and will be invoiced separately.
 - 3.5 Stand by rates payable by customer: Under-Raps Pty Ltd's standard hourly charge-out rate as used to calculate the quotation will apply to any downtime and any hired machinery and operator costs incurred.
 - 3.6 Cancellation or Postponement Fee. Work accepted by Under-Raps and cancelled or postponed within 24 hours prior to the agreed scheduled time of commencement may incur a fee which may include travel time to and from the

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place of work and any Under-Raps incurred expenses, such as but not limited to: hire costs for additional third-party equipment; insurances; time spent on site specific inductions; etc.

3.6 Disposal - The customer will at their expense supply bins for disposal of plastic.

3.7 Warranty - Under Raps Pty Ltd accepts no responsibility for fixed structures if winds exceed forty (40) knots.

3.8 Inclement Weather – All jobs performed in exposed outdoor locations are subject to postponement under conditions of inclement weather (rain, precipitation, excess wind, excess heat, excess cold, fog, etc). Under-Raps Pty Ltd shall be the sole determinate of inclement conditions. Under-Raps Pty Ltd takes no responsibility for consequential damages due to delays caused by inclement weather. Under no circumstances shall the customer hold Under-Raps Pty Ltd liable for losses or other damages resulting from delays caused by inclement weather.

3.9 Transportation - Under Raps Pty Ltd warrants its workmanship and product, however Under Raps Pty Ltd accepts no responsibility once items are out of Under Raps Pty Ltd control.

3.10 Terms of payment 30 days net from date of invoice (late payments will incur interest at the current commercial rate of 8.85% p.a. calculated on a daily basis from the day following the date upon which payment should have been made).

4. Under Raps Pty Ltd shall not be in breach of its duties as manager if, as a result of a Force Majeure, it is prevented in whole or in part from performing those duties or carrying out any of its obligations pursuant to this agreement.

For the purpose of this clause, “Force Majeure” includes act of God, war, sabotage, riot, insurrection, civil commotion, national emergencies (whether in fact or law) strikes, lock outs or other industrial disturbances, accidents, uncontrollable delays in transportation, inability to obtain necessary materials and qualified employees in the open market or the effect of any applicable laws, orders, rules or regulations, inclement weather or any other matters whether similar or dissimilar to the foregoing which are beyond the reasonable control of the manager.

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5. Variations: Variations of more than 15% to the original contract shall constitute a new contract incorporating the standard terms and conditions contained therein.

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