

## NU-LOK SAMPLE CONTRACT

Date: 28<sup>th</sup> November 2014

Supplier: Roofsolver Pty Limited (A.B.N. 87 092 516 795) Trading as Nu-Lok Roofing Systems (NSW) of 50 Queens Road, Asquith NSW 2077. (Contractor Licence #134006C)

Customer:

Guarantor: N/A

Site:

Price: \$65,000.00 (including GST)

### Payment Terms and conditions:

<b><u>On signing of the contract</u></b>	\$9,750.00	(15%)
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<b><u>Progress payments as materials arrive on site</u></b>	\$22,750.00	(35%)
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<b><u>Progress payments throughout the contract</u></b>	\$29,250.00	(45%)
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<b><u>On completion</u></b>	\$3,250.00	(5%)
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**(All payments are due payable upon receipt of invoice and will be raised at Roofsolver discretion)**

Work: SAFETY

All scaffold to be supplied by builders or others to all applicable roof areas including Garage as per NSW health and safety standards.

SCOPE OF WORK:

- i. Cover entire roof with Extra Heavy-Duty Sarking. Please note garage roof will need to be striped and left

ready for us to install Nu-lok roof.

- ii. All preparations to accommodate the Nu-lok Roofing System including fascias, barge boards, valley boards and hip supports must be installed correctly by others, prior to Nu-lok Roofing Systems commencing. (We will liaise with the builder of our requirements in relation to roof set-up)
- iii. Supply and fix Nu-Lok zinc/alum Z battens and Nu-lok Powder Coated link channel.
- iv. Supply & Fix Nu-Lok Vitrified Ceramic Stone 400mm x 400mm Roofing tiles (with 50 Year Guarantee)
- v. Supply and fix all new Mitred Hip & Ridge capping
- vi. Supply and fix all new Colorbond open valleys.
- vii. Supply and fix Soaker flashing (Colorbond) as required to ensure your new roof is 100% waterproof.
- viii. Ensure all rubbish is placed in bins provided by builder.

- **EXCLUSION**

- Any structural steel/timber work
- Any Colorbond roof
- All necessary built-in flashings- i.e.: Lead step flashings, chimney tray flashings, cut-in flashings etc. If required Lead Cut -in / built in flashings will be charged at \$55.00 per lineal metre).
- Any wall cladding & translucent sheets
- Any scaffold or safety rail.
- Supply and fix any skylights
- Roof Anchorage & ladder access
- Any penetration to roof.
- Gutters
- Down pipe
- Down pipe spreader
- Standard Colorbond Leaf guard
- Barge Boards and fascia
- Any Zinc sheets & flashing

Building Home Warranty Insurance

Commencement Date: 18<sup>th</sup> December 2014.

Signed for and on behalf of the Supplier	Signed for and on behalf of the Customer	Signed by the Guarantor
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_____	_____	_____
Signature	Signature	Signature

_____	_____
Print name of authorised representative	Print name of authorised representative

This Contract is made on the Date between the Supplier and the Customer on the following terms and conditions:

**1. Work**

The Supplier shall in a workmanlike manner complete the Work for the Price at the Site.

**2. Commencement**

The Supplier shall use its best endeavours to commence the Work on the agreed upon Commencement Date.

**3. Payment**

The Customer shall pay the Price to the Supplier in accordance with the Payment Terms. Notice advising of completion of the Work provided by the Supplier to the Customer is accepted by the Customer as evidence that the Work has been completed by the Supplier.

**4. Defects**

All defects or other faults which may appear within a period of seven years after the completion of the Work and arising out of defective or improper workmanship shall be amended and made good by the Supplier at its own cost within a reasonable time after receipt of notice from the Customer, subject to the Supplier, determining that the defect or other fault arose due to defective or improper workmanship of the Supplier. The Customer accepts that there are inherent risks associated with the removal of existing roof and supply of new roof insofar as movement of roof structure is concerned and that as a result, cracks in ceilings can occur. The Customer further acknowledges that should said cracks occur in the normal scope of work being carried out, where no defective or improper workmanship is at fault, the Supplier is not liable for said damages.

**5. Conduct of the Work**

The Work shall be carried out in accordance with the specifications (if any) provided by the Supplier and subject to clause 8, in accordance with such further details, instructions and directions as may from time to time be given by the Customer.

**6. Labour and Materials**

The Supplier shall provide all labour and material necessary for the proper conduct of the Work. However, the Supplier is not responsible for any theft, damage or vandalism of the materials

once the materials have been delivered on the Site. The Customer acknowledges that it is liable for replacement of the materials subject to theft, damage or vandalism.

**7. Access**

The Customer and any person authorised by or on behalf of the Customer shall at all reasonable times provide access on the Site to the Supplier.

**8. Variations**

No variation shall vitiate the contract but all authorised extras for which a price may not have been previously agreed and any omission which may have been made with the knowledge of the Customer or without the knowledge of the Customer (subject to the approval of the Customer) shall be allowed for at the rates contained in the Supplier's original estimate or where the estimate may not apply at rates proportionate to the Price. The amount to be allowed in respect of the variations shall be added to or deducted from the Price, as the case may be.

**9. Supplier's authority**

The Work shall be carried out by or under the control of the Supplier.

**10. Delays**

Should the Work be delayed by any factor, including:

- (a) On account of authorised extras.
- (b) By any weather sufficiently inclement to prevent the Supplier proceeding with the Work.
- (c) In consequence of proceedings being taken or threatened by or disputes with adjoining or neighbouring owners.
- (d) By reason of any combination of workmen or strikes or lock-outs affecting any of the building trades.
- (e) By any other matter cause or thing beyond the control of the Supplier.

The Customer and the Supplier shall make a fair and reasonable extension of time for completion. However, should the Customer fail to give such extension or should the Supplier be

dissatisfied with any extension given then the matter of such extension may be referred to arbitration in accordance with clause 13.

The Supplier shall be under no obligation to discount the Price for any delay.

## **11. Default by the Customer**

11.1 Should the Customer not pay to the Supplier any of the Payment Terms within 2 days after demand or should the Customer become bankrupt, insolvent or make any arrangement for the benefit of creditors the Supplier shall be at liberty to terminate this contract by notice in writing to the Customer and to recover all materials from site and seek from the Customer payment for all Work completed up to the date of such termination and for any loss the Supplier may sustain.

11.2 The Supplier shall not be bound to proceed further with the completion of the Work unless and until the Customer shall have made arrangements for payment which are satisfactory to the Supplier; the Supplier shall retain ownership of all materials until contract is paid in full and has the right to reclaim these materials at anytime.

11.3 The Customer acknowledges that the Supplier may, at its discretion, assign its employees and contractors, to conduct work other than at the Site.

11.4 In the event that the Work conducted by the Supplier is a re – roof, should the Supplier cease conducting the Work because of the Customer's default in relation to payment of the Payment Terms, the Supplier will use its best endeavours to ensure that the roof is water proof, at the cost of the Customer.

11.5 If the Customer decides to cancel this contract after deposit has been paid and contract signed but before works have started the Supplier shall retain the deposit in full.

## **12. Arbitration**

Should any dispute or difference arise between the Customer and the Supplier either during the progress of the Work or after the termination abandonment or breach of the contract then either party may give to the other notice of such dispute or difference and such dispute or difference shall be referred to arbitration and final decision of a single arbitration to be agreed upon between the Customer and the Supplier and failing agreement within 14 days after notice of

dispute given then to a single arbitrator to be appointed by the chairman of The Institute of Arbitrators (NSW chapter).

### **13 General**

- 13.1 Any provision in this Contract which binds more than one person binds all of those persons jointly and each of them individually.
- 13.2 The Contract contains the entire understanding between the parties concerning the subject matter of the Contract and supersedes all prior communications between the parties.
- 13.3 A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this Contract does not operate as a waiver of the power or right.
- 13.4 This Contract binds and benefits the parties and their respective successors and permitted assigns.
- 13.5 This Contract cannot be amended or varied except in writing signed by the parties.
- 13.6 This Contract is governed by and must be construed in accordance with the laws of the State of New South Wales.

### **13 Guarantee**

- 13.1 The Guarantor guarantees to the Supplier that the Customer will comply with all its obligations under this Contract at the time they should be complied with.
- 13.2 The Guarantor agrees to indemnify the Supplier for any loss the Supplier suffers as a result of the Customer not complying with its obligations under this Contract.
- 13.3 The guarantee and indemnity in this clause is a continuing guarantee and indemnity and they do not come to an end until released in writing by the Supplier.

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