

CV SERVICES QUOTE TERMS AND CONDITIONS



1. **Validity** – the quote is valid for thirty (30) days from the date of this letter, after which time it is subject to confirmation before acceptance.
2. **Terms of payment** – payment is strictly fourteen (14) days from the date of invoice. All payment claims will be in accordance with the Building and Construction Industry Payment Act 2004 (Qld).
3. **Time for claims** – claims will be submitted on the last working day of the month.
4. **Retentions and securities** – unless otherwise stated the quoted price does not allow for retentions or securities to be provided.
5. **Set Off** – under no circumstances are any outstanding monies to be retained or set off by the client without first obtaining CV Services consent.
6. **Completion date** – the nominated completion date is to be negotiated from the receipt of your acceptance of this quote.
7. **Extension of time** – an extension of time must not be unreasonably withheld in circumstances where the delay is beyond CV Services reasonable control. For the sake of clarity this includes, but is not limited to, the impacts of inclement weather. In no circumstances will CV be liable for delays caused by the acts or omissions of the client.
8. **Liquidated damages** – where Liquidated Damages apply CV Services will only be held accountable for delays in reaching Practical Completion where CV Services is the sole cause of the delay. In those circumstances CV Services total liability to pay liquidated damages will be limited to a maximum of 5% of the Contract Sum.
9. **Variations** – no variations will commence until written authorisation by the client is given to proceed. CV Services reserves the right to request a variation where a work instruction changes the scope or timing of the works.
10. **Site access** – should CV Services be unable to maintain continuity of work on-site due to delays caused by the client, then CV Services may suspend work until such time as CV Services is provided with access to the site. CV Services will be entitled to reasonable compensation for any additional costs incurred by it arising from such delay. CV Services price is based on site access during the hours of 7.00 am to 5.00 pm Monday to Friday unless otherwise stated in the quote.
11. **Latent conditions** – CV Services will undertake reasonable due diligence on the site conditions. Should a latent condition be identified during the progression of the works, CV Services will be entitled to reasonable compensation for the costs of dealing with the latent condition.
12. **Works scope** - unless noted, the plans scope will override the specification where conflicting.
13. **Retention of title and PPSA** – notwithstanding delivery and passing of risk, title in any goods does not pass to the client until payment in full of all amounts owing to CV Services and until then the client will keep any goods supplied by CV Services as fiduciary and Bailee for CV Services. The client irrevocably authorises CV Services to enter any premises to recover the goods or any part of the goods.
14. **Warranties** – CV Services warranties are limited to the express warranties set out in our quote and those warranties that cannot be excluded by law. Where goods are supplied then the warranties provided are limited to the warranties provided by the relevant equipment supplier or manufacturer. CV Services liabilities for any services provided is limited to making good any defects or repairs within a period of 12 months after practical completion has been reached. These warranties will not apply if the cause of the defect is due to interference with or improper use of the goods or services.