
QUOTE CONDITIONS

These terms and conditions form part of, and are to be read in conjunction, with the particulars contained in quotations provided to you by Affordable crack sealing

1. PRICE & PAYMENT

(a) Acceptance of this quotation must be in writing using Affordable crack sealing work authorisation stating any official order number where applicable.

(b) If customer cancels an order through no fault of Affordable crack sealing, we reserve the right to claim for any expenses incurred.

(c) Affordable crack sealing reserves the right to withdraw from the quote prior to the commencement of work, with no liability to Affordable crack sealing of costs incurred by the customer for any reason.

(d) The price stated includes:

(i) Current costs for transport, labour and materials shall remain valid for 30 days from date of this quotation.

(ii) All work being completed in the one visit unless otherwise stated. Additional visits will be charged at an extra rate as prescribed by Affordable crack sealing

(iii) The work shall be carried out during normal working hours Monday to Friday, 7.00am to 4.00pm. Work completed outside these hours at the request of the customer will attract additional charges.

(iv) All measured areas and project particulars supplied being accurate and the price is subject to variation if any of the above inclusions are inaccurate, insufficient or have varied from the date of the quotation to the date of work commenced.

(e) The price does not include unless otherwise stated in the quotation:

(i) Removal of any materials from channels.

(ii) Any preparation required to the surface,

(iii) Any additional services not detailed in the quotation and the price is subject to variation to take account of the above exclusions.

(f) Any claim or dispute in relation to the quality of workmanship or materials delivered must be made in writing to Affordable crack sealing within seven (7) days of delivery.

(g) When a price per lineal metre is stated the price shall be based on the measurement of actual completed work.

(h) Terms of payment – Unless otherwise stated in the Quotation, upon completion, all outstanding balances, including extras must be paid within the terms as stated on the quotation.

(i) No deductions or retentions whatsoever shall be made by the customer unless stated in quotation.

(j) Affordable crack sealing reserves the right to charge interest on any overdue amounts at a rate equal to 2% above the current overdraft rate charged to Affordable crack sealing by its bankers.

2. SPECIFICATIONS

(a) Pavements which are contaminated with dirt, oil etc will hinder adhesion .

(b) Unless otherwise stated, materials and laying will comply with Australian Standard Specifications. Testing will not be automatically carried out but will only be done if requested by the purchaser prior to delivery at a cost to the client.

(c) It is agreed by the purchaser that Affordable crack sealing is not responsible for the following:

(i) Additional work required to strengthen the subgrade or pavement base unless specifically priced as an item in the quotation;

(ii) the establishment of levels to ensure surface water drainage; or

(iii) the establishment of base course levels.

(d) Any specific specification required by the purchaser in respect of the materials supplied shall be stated in the Quotation and confirmed by Affordable crack sealing. The purchaser shall be liable for any cost arising from the specification as requested being changed.

3. SITE & ACCESS

(a) The site conditions at the time of execution of work shall not vary from conditions prevailing at the time of inspection or from conditions agreed to be provided by the customer.

(b) Site access must be via an all weather track. No allowance has been made in quote for construction of access tracks. Affordable crack sealing shall not be liable for any damage or loss arising as a result of the access failing to support the necessary machinery.

4. WARRANTIES

All work shall be warranted against defective materials and workmanship for three (3) months from the date of completion.

5. GENERAL

(a) Affordable crack sealing shall not be liable in any manner whatsoever for the delay in delivery or non-delivery (or any costs associated herewith) which are attributable to transport delays, plant or equipment breakdown, unavailability or shortage of materials, industrial stoppages or any other cause whatsoever which is beyond the direct control of Affordable crack sealing.

(b) Affordable crack sealing shall not be responsible for any maintenance after the completion of the work.

(c) Affordable crack sealing shall not be responsible for any property damage caused by carrying out the work unless such damage was caused solely by the negligence of Affordable crack sealing employees or its agents. Affordable crack sealing is to be notified within 24 hours of occurrence and confirmed in writing within 7 days of occurrence.

(d) In the event of any materials supplied or work performed by Affordable crack sealing being defective, the liability of Affordable crack sealing, if any, shall be limited to the replacement of such defective material and/or the redoing of such work. All other guarantees, warranties, undertakings, or representation expressed or implied whether arising from statute or otherwise are hereby expressly excluded

(Except to the extent prohibited by law).

(e) Until payment in full, Affordable crack sealing shall retain legal and equitable title to all materials and other items into which the materials may be incorporated and the purchaser hereby authorises Affordable crack sealing to re-enter onto the site for the purpose of retaking delivery if payment is not made when due.

(f) Clerical and Technical errors are subject to correction at any time by Affordable crack sealing

(g) The customer shall indemnify Affordable crack sealing against all claims, damages, demands, penalties, costs, charges and expenses, to which Affordable crack sealing may become partially or wholly liable through any work required to be done by Affordable crack sealing, or goods and materials to be supplied by Affordable crack sealing in accordance with the customer's specifications.

(h) Crack sealer is applied at a temperature of approximately (180 deg/c) Affordable crack sealing is NOT responsible for any damage to items or underground cables the may get hot sealer on them. Drips and dribbles are an unfortunate side affect of crack sealing and this should be taken in to account when deciding this is the right product for you. Affordable crack sealing will always do its best to minimize this as much as possible.

(i) Seal coat is applied two main ways (spray or roller) Affordable crack sealing will decide the best application for your job. Over spray or drips can happen, Affordable crack sealing will always do it best to minimize this and clean up to the best of our ability.

Affordable crack sealing advises that all vehicles and valuables be removed from the area to be treated. Affordable crack sealing cannot predict wind and rain changes and therefore are not responsible for any damage due to over spray, dips or streaks due to rain.

Affordable crack sealing strongly suggests 24 hrs drying prior to driving on seal coat.

(j) Tire marks- It is common to see tire marks or scuffs when your property has been seal coated with Asphalt Emulsion. This can be due to several factors: • Heavy vehicles or trailers • High temperatures or high humidity • Power steering (turning in a tight area) or changing the direction of the tires while the vehicle is not moving In all cases, these marks are temporary and will fade in time. You can minimize the appearance of these marks by staying off the sealcoat for as long as possible.

(k) grass- Sealcoat on Grass Although we do our best to edge the grass away from the asphalt, if any grass is stained with sealcoat, it will go away with time.