

Aussie Shed Kits
99 Walker Street
East Lismore NSW 2480
ABN 69730118955
aussieshedkits.com.au
0481 284 077



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99 Walker Street
East Lismore NSW 2480
ABN 69730118955

28 June 2022

9 LIVOTTO DRIVE
RICHMOND HILL NSW 2480

Dear Kevin

Thank you for the opportunity to provide you with this quotation.

The following documentation contains the details for your requested building. Please review the proposal to ensure that I have interpreted your needs correctly.

The proposal is for the supply and delivery of Shed Kit only.

Allowance has been made to Supply Metroclad Profile Wall Sheeting to match existing instead of Trimclad as described in the proposal.

If you have any other questions please do not hesitate to contact me. Otherwise I will give you a call in the next couple of days to see what your thoughts are, and if I can help you with anything else.

Stephen Johnson

0481 284 077

ask@aussieshedkits.com.au

PROPOSAL#: 15770_FRANEY-5

28 June 2022



NAME
Kevin Franey

SITE ADDRESS
9 LIVOTTO DRIVE
RICHMOND HILL NSW 2480

CONTACT
0416 218 544
kevin.franey@tnr.com.au

BUILDING DETAILS

BUILDING CLASS	Garage Skillion 10a Enclosed
BUILDING SIZE	Garage Skillion 4.5m (w) x 9.19m (l) x 3.6m (h)
ROOF PITCH	Skillion 5°
WALL CLADDING	Trimdek Cladding 0.47 TCT Colour Woodland Grey®
ROOF CLADDING	Corrugated Iron 0.47 TCT Woodland Grey®
BARGE TYPE	CoroDeck Barge Capping Colour Woodland Grey®
GUTTER	Emline Fascia Gutter (Slotted) Colour Woodland Grey®
DOWNPIPE	90mm PVC Downpipe 6.0m
SLAB CONNECTION	On Slab
INTERNAL WALLS	
WEIGHT	1583kg

WINDOWS/ DOORS/ EXTRAS

ROLLER DOORS	1x AA(N3) Roller Door - 3760w x 3000h Colour Woodland Grey® With Motor to fit opening 3500w x3000h
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FRAME DETAILS

COLUMNS	Frame 1, 4 - C15015 C Section 152 x 64 x 1.5
	Frame 2, 3 - C20015 C Section 203 x 76 x 1.5
RAFTERS	Frame 1, 4 - C15015 C Section 152 x 64 x 1.5
	Frame 2, 3 - C20015 C Section 203 x 76 x 1.5
GIRTS	TS61075 Topspan 61 x 0.75 (Screwed)
PURLINS	TS61075 Topspan 61 x 0.75 (Screwed)

\$12,050.00 INC GST

Quote valid until Thu 28 Jul 2022 08:13AM.

PROPOSAL#: 15770_FRANEY-5

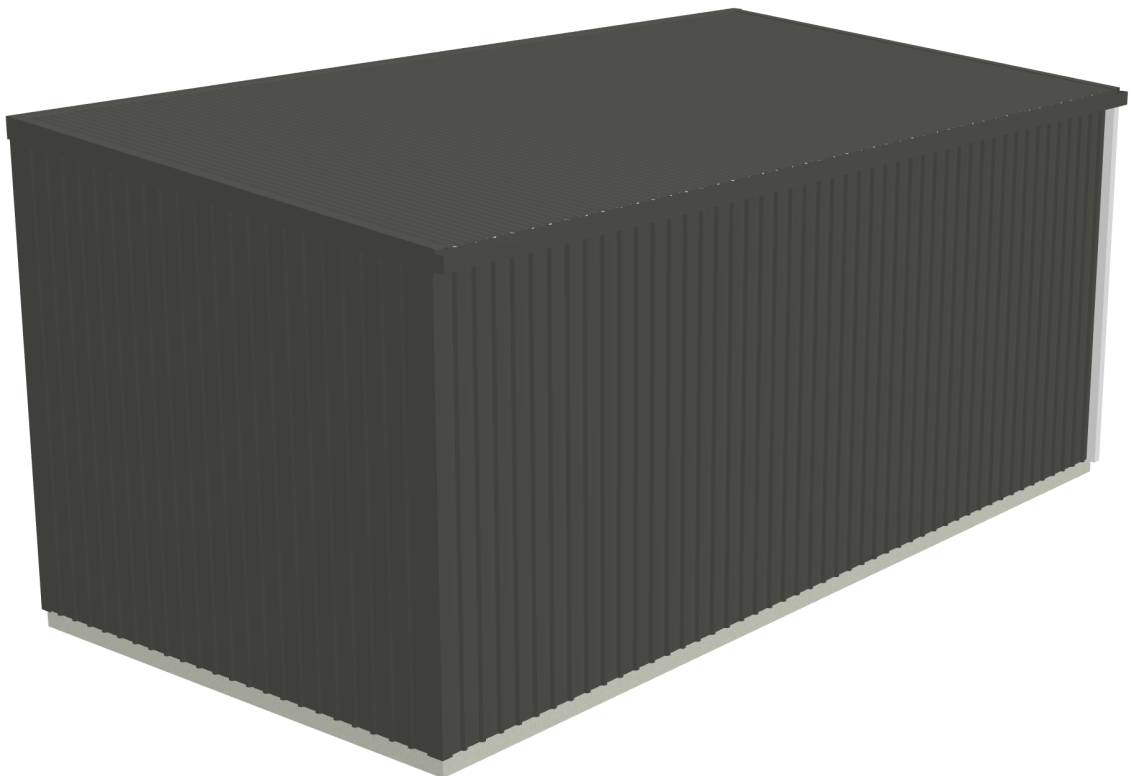
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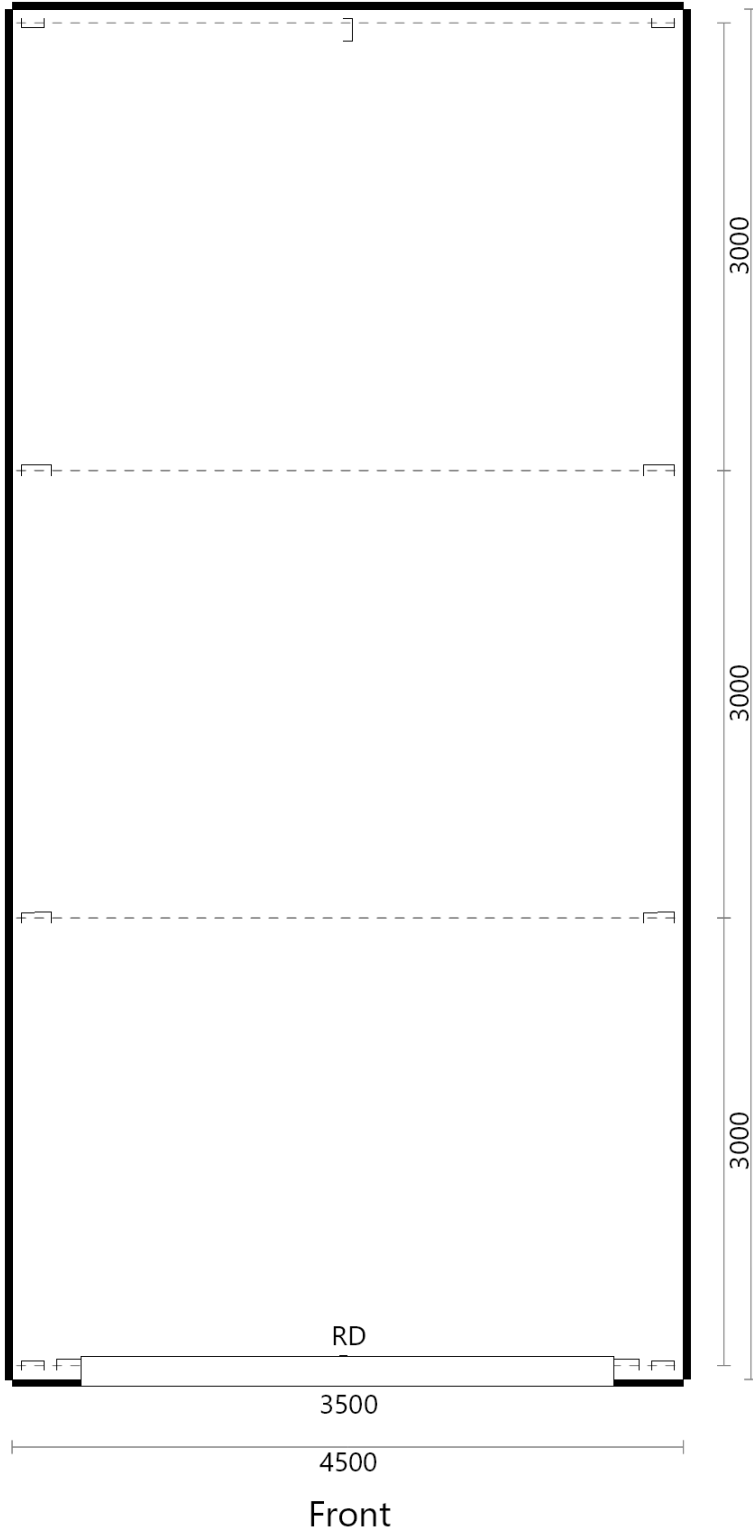
CONTACT
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Plan

Back

Left

Right

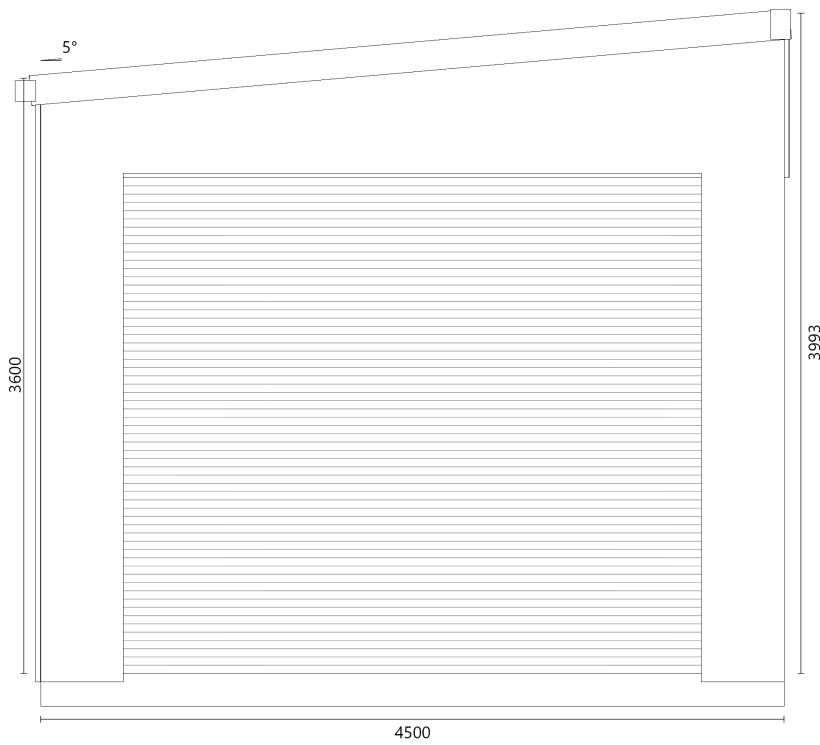


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Kevin Franey

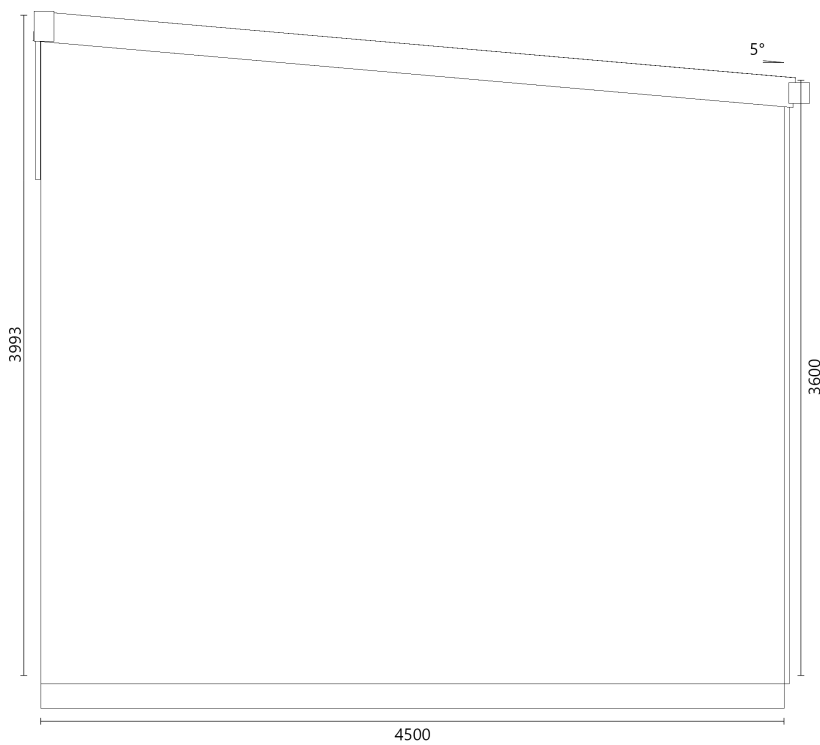
SITE ADDRESS
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Front Elevation



Back Elevation

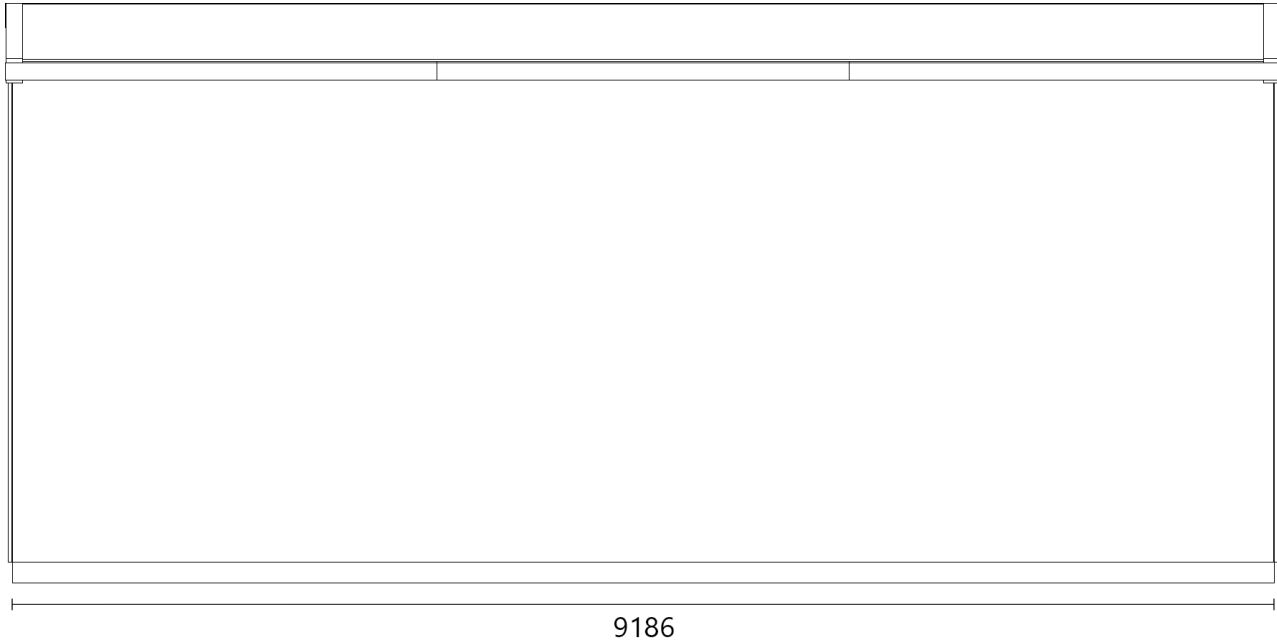


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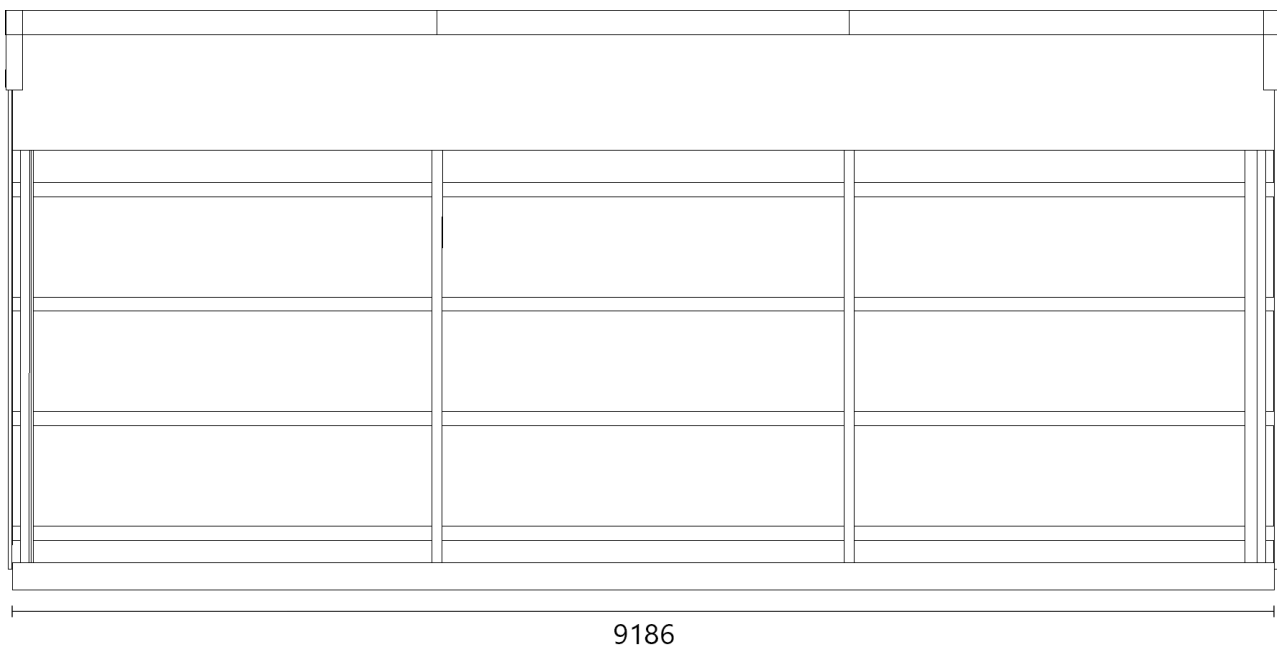
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Left Elevation



Right Elevation



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SITE CLASSIFICATION

SITE ADDRESS 9 LIVOTTO DRIVE RICHMOND HILL NSW 2480

LOT NO/ PLAN 1/1129596

LAT/LONG/ELEVATION -28.803858 153.362610 152.00m

REGION /ULTIMATE VR B 57m

ENGINEER SUMMARY AS/NZS 1170 ARI:500YEARS Height:10m Critical Direction:WEST Md:0.95 TC:2.2000 Mz,cat:0.9660 Ms:1.0000 Mh:1.1157 Mlee:1.0000 Mel:1.0000 Mt:1.1157

WIND SPEED 58.36m/s

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QUOTE ACCEPTANCE

Amount (Inc GST) \$12,050.00

Customer Name _____

Signature _____

Date _____

1. Definitions and Interpretation:

In these Conditions of Sale:

- "Agreement" refers to the **Aussie Shed Kits** Conditions of Sale
- "Bill of Materials" refers to the building material quantities list provided by the Seller to the Customer.
- "Building Materials" all material associated with the physical construction of the end Product.
- "Construction" means all elements associated with the physical erection of the building materials to result in a completed and final Product.
- "Construction Support" refers to any erection advice given by the Seller to the Customer.
- "Customer" means the purchaser of the Kit Order specified on the Quotation or invoice.
- "Full Project" occurs when **Aussie Shed Kits** is the licensed builder to construct the Product. **This Option is not available, Aussie Shed Kits sell Kits only, we do not offer construction other than referral to Licensed Builders.**
- "Goods" means the Goods and/or services associated in the Kit Order.
- "Invoice" refers to the invoice that details the taxable invoice price of the Quotation
- "Kit Order" is a kit pre-engineered steel building sold by the Seller to the Customer.
- "Manufacture" refers to the phase where the Kit Order is in Manufacture by the Supplier.
- "Party" means any Party to this Agreement.
- "Payment Schedule" refers to the payment items detailed in the Payment Schedule.
- "Practical Completion" means the point where all building work is complete or all but completed, in accordance with the contract.
- "Price" refers to Price of the Kit Order and associated services.
- "Price Increase" refers to any market fluctuation that affects the Price of the Kit Order.
- "Product" means the end Product.
- "Production" is when the balance of payment for the Kit Order is made and the Kit Order is in Manufacture by the Supplier.
- "Quotation" refers to details contain therein the **Aussie Shed Kits** Quotation.
- 'sub-Contractor" refers to any person contracted by **Aussie Shed Kits** to undertake any work associated the sale of Kit Order.
- 'seller" is **Aussie Shed Kits (ABN 69730118955)**.
- 'site" means the geographic location where the Kit Order will be delivered to as confirmed by the Customer.
- 'supplier" means the Supplier or Suppliers of the building materials required for the Kit Order.
- "Terms and Conditions" refer to the Terms and Conditions contained within this Agreement.

2. Conditions of Sale

2.1 The **Aussie Shed Kits** Conditions of Sale is made between the Seller and the Customer.

2.2 The Agreement will take precedent over any other contract, agreement or terms and conditions.

2.3 The Agreement is subject to the laws of Queensland and any dispute which arises from this Agreement will be governed by the laws of Queensland.

2.4 The Agreement will come into effect way by payment of deposit as per clause 4.1 (a).

3. Quotation

3.1 The Customer may within 30 days of the Quotation provided by the Seller accept to purchase the Kit Order from the Seller pursuant to clause 2.4.

3.2 The Customer agrees to the **Aussie Shed Kits** Conditions of Sale by way of payment of deposit instalment detailed on the Payment Schedule and Invoice.

3.3 The Customer accepts full responsibility to ensure that all specifications on the Quotation, including but not limited to, dimensions, colours, products, suitability, Price, Site address and contact details are true and correct.

3.4 The Customer acknowledges that Supplier Prices are subject to market fluctuations.

3.4.1 Should a Price increase occur prior to a full payment of Production instalment, then the Customer is liable to honour the difference in cost of the Kit Order.

3.5 The Seller reserves the right to make any required modifications to the Quotation as based on reasonable and necessary grounds prior to Customer's acceptance as per clause 2.4.

3.6 Upon acceptance of the Quotation as per clause 2.4, the Customer agrees any alterations to the Kit Order must be communicated in writing prior to Manufacture, and that any alterations to the Kit Order may incur a difference in Price which the Customer will be liable to honour.

4. Payment

4.1 For the sale of Kit Order only, unless other credit terms have been agreed to in writing, the Customer will pay the Seller;

4.1.1 a non-refundable deposit of 10% of total value of the Kit Order, upon which the Seller will supply the Customer engineering drawings and certification for the Kit Order; and,

4.1.2 Production payment being 50% of the Kit Order value upon request by Customer to place the order for Manufacture; and,

4.1.3 Delivery payment being 40% (balance) of the Kit Order value paid by customer min 7 days prior to delivery

4.2 For the sale of Full Projects, the customer agrees to the payment terms set out in the Payment Schedule

4.3 Where payment is not made by the Customer in accordance with clause 4.1 & 4.2, then notwithstanding and without prejudice to any of its other rights, the Seller can do any one or more of the following:

4.3.1 withhold Manufacture and where applicable delivery of the Kit Order or any part of the Kit Order not manufactured or delivered to the Customer;

4.3.2 where the Kit Order has been delivered to Site as per clause 10, retain title of ownership over the Goods until such time as the Seller has paid the outstanding monies owed of the total Price of the Kit Order;

4.3.3 keep or re-sell any of the Goods repossessed

4.3.4 claim any reasonable losses incurred by failure to pay the Seller.

4.4 Final payment is due upon Practical Completion of the Full Project.

5. Design

5.2 The Customer retains full responsibility to ensure that the details provided in the Quotation are true and correct and that no other information, communication or detail has been relied upon pertaining to the Kit Order which is to be supplied.

5.3 The Seller reserves the right to alter engineering or building material after the Kit Order has been purchased by the Customer as deemed reasonable and necessary by the Seller without notice to the Customer, providing that the building materials are of a similar quality and size.

5.4 The Customer acknowledges that all dimensions pertaining to the Kit Order are to be considered as nominal and not as absolute.

5.4.1 This includes main door opening clearance heights.

5.5 The Customer retains full responsibility to determine that the Kit Order is suitable for the area in which they are to be constructed.

5.6 When the purchase of Kit Order is made, it is the responsibility of the Customer to ensure that the Kit Order meets all the necessary statutory requirements that may be required for council and/or other approvals.

6. Manufacture

6.1 The Kit Order will only be scheduled for Manufacture once the production payment (4.1.2) being 50% of value of the Kit Order has been received from the Customer to the Seller.

7. Suppliers

7.1 The Seller is not the Manufacturer and/or the Supplier of the building materials required for the Kit Order.

7.2 The Seller maintains the right to select the Suppliers which it places orders for building materials.

7.3 The Seller warrants the materials supplied by the Supplier insofar as the Supplier warrants materials only.

8. Shortages, Errors and Damage, Kit Orders Only

8.1 The Customer retains full responsibility to ensure that the Goods delivered conform to the Bill of Materials supplied.

8.2 The Seller will not accept any liability for any damage to goods delivered unless notified in writing within 7 days of delivery of Kit Order.

8.3 Where a discrepancy is identified between the delivered Goods and the Bill of Materials, it is the responsibility of the Customer to advise the Seller of any variances within 7 days of receipt of delivery. Failure to do so will constitute the acceptance of the Goods as per the information contained in the Bill of Materials.

8.4 At no point will the Seller be liable for any additional costs or expenses incurred whatsoever by the Customer for rectification or building errors during construction unless there is a prior written consent by the Seller. This includes

8.4.1 any loss of time or damage associated with any shortages and errors.

8.5 Where it has been determined by the Seller that the Goods supplied were of a faulty nature, incorrect size, amount, quality or colour, the Seller will replace the said Goods at the Seller's expense excluding the cost of labour to rectify the fault.

8.6 The Customer acknowledges that during Construction the Kit Order will require drilling, cutting and other modifications to construct the building. The Customer accepts full responsibility to make such modifications as required and at the Customer's expense.

9. Construction Support

9.1 The Seller agrees to provide Construction Support via telephone to the Customer if so required during the erection of the Kit Order.

9.2 Whilst Construction Support is given in the utmost good faith to the Customer, the Customer indemnifies the Seller from any loss, damage, delay, associated cost, injury or death whatsoever occasioned to the Customer during erection of the Kit Order, or at any time thereafter.

10. Delivery

10.1 The Customer acknowledges that any delivery times are estimated delivery times only.

10.2 The Customer accepts responsibility to ensure that Site address details are true and correct.

10.2.1 The Customer agrees to notify the Seller of any alterations to Site address in writing prior to scheduled delivery date of the Kit Order.

10.3 The Customer indemnifies the Seller from any loss, damage, delay or associated cost whatsoever occasioned to the Customer or any other person as a direct or indirect result of late delivery or non-delivery of the Kit Order or Goods associated therein.

10.4 Where the Customer requests a delivery date beyond the scheduled delivery date, the Seller reserves the right to pass on additional storage charges to the Customer.

10.5 Where the Customer is not at the delivery address to accept the Goods, then the signature of the transport driver or any other person who accepts the Goods on behalf of the Customer will be deemed sufficient that the Goods were delivered in accordance with the Bill of Materials.

10.6 Where the Customer is not at the Site address to accept the Goods, or Site access is limited, the discretion of the transport driver's will be accepted as to where the Goods are positioned in or at closest proximity of the delivery address.

10.7 The Customer accepts full responsibility to ensure that the Site address has practicable access and unloading capacity for delivery purposes.

10.7.1 Should access to the Site address not be appropriate for delivery purposes, then the Customer accepts full responsibility to honour all additional costs associated with redelivery of Kit Order and/or any other associated materials.

11. Title

11.1 The title of Goods will not pass to the Customer until payment in full of the price and any other costs incurred pursuant to this Agreement.

11.2 The Seller reserves the right to lock the Product until final and complete payment has been made.

12. Theft & Damage

12.1 **Aussie Shed Kits** will not be liable for any losses associated with theft of building materials once delivered to site.

12.2 The Customer assumes full responsibility to ensure that the building materials are not exposed to theft or damage prior to Construction.

12.3 Should any theft or damage of the building materials occur prior or during Construction, the Customer agrees to assume full responsibility and subsequently purchase replacement stolen or damaged Building Materials.

13. Connection to Stormwater

13.1 Downpipes are supplied and installed to ground level only. It is the Customer's responsibility to connect downpipes to stormwater drainage (or other) in order to obtain final council approval.

14. Concrete Slab

14.1 It is the Customer's responsibility to provide a clear and level site for the placement of the concrete slab. Should any earthworks be required for same, the Customer agrees to pay additional associated costs

14.2 Any associated costs with soils test (if required) is the Customer's responsibility and expense.

15. Rubbish Removal

15.1 It is the Customer's responsibility to remove any leftover building materials from site upon completion and at the Customer's expense.

16. Limitation of Liability

16.1 In no circumstances will the Seller be liable for any loss of interest, revenue, profit or any data, or for any consequential, indirect, incidental or special damages suffered by the Customer or any third Party arising from or relating to the subject matter of this Agreement.

16.2 The Seller is not liable for any loss, damage, injury or death caused to any property or person of the Customer or any third Party as a result of any direct or indirect defect in the Kit Order.

16.3 The maximum aggregate liability of the Seller for all proven losses, damages and claims arising out of this Agreement, including liability for breach in

negligence or in tort or for any other common law or statutory action is limited in the following manner:

16.3.1 If the liability arises in relation to the Kit Order, it is limited to the sum of the amounts paid by the Customer to the Seller for that Kit Order giving rise to the then current claim; and

16.3.2 In all other cases it is limited to the sum of the amounts paid by the Customer to the Seller for that Kit Order giving rise to the then current claim.

17. Seller Warranties

17.1 The Seller hereby represents, warrants and undertakes to the Customer that all Goods only to the extent of the warranties received from its Suppliers.

18. Cancellation of orders

18.1 The Customer acknowledges and agrees that cancellation of the Kit Order will not be accepted once the Kit Order is in Manufacture.

18.2 Where a Customer has made full payment of the Kit Order, and scheduling of Manufacture has not been communicated as per clause 6.1, the Seller agrees to refund 90% of the purchase Price of the Kit Order at the Customer's request.

19. Force Majeure

19.1 The Seller will not be liable to the Customer for any delay or failure to perform all or part of Seller's obligations to the Customer, under this Agreement where such a delay or failure is due to any cause whatsoever beyond reasonable control of the Seller including but not limited to; act of God or public enemy, insurrection or riot, war or military operation, national or local emergency, act or omissions of government, industrial disputes of any kind.

20. Variation

20.1 The Terms and Conditions contained in this Agreement may be varied at any time by the Seller by notice in writing to the Customer.

21. Severance

21.1 If any part of these Terms and Conditions is invalid or unenforceable the remaining valid and enforceable Terms and Conditions will remain in full force and effect.

22. Indemnity

22.1 Without prejudice to any other rights that the Seller may have against the Customer, and to the extent permitted by law, the Customer will indemnify the Seller and save it from any loss, damage or expense incurred by the Seller should the Customer breach any of this Agreement.

Your roof is protecting your most precious investments, your home and your family. You can be confident knowing COLORBOND® steel is versatile, lightweight, durable, and capable of meeting the changing needs of your lifestyle.



Whether you live close to the coast or you're choosing a colour with energy-efficiency in mind, COLORBOND® steel can meet the needs that your home demands. Simply visit colorbond.com/create to determine the most suitable COLORBOND® steel choices for your home.

LEGEND

⓪ Also available in COLORBOND® Ultra steel for coastal and industrial environments. All other colours are available in COLORBOND® Ultra steel on request, please speak with your supplier.

Ⓛ Also available in COLORBOND® Stainless steel for severe coastal and industrial environments. Please speak to your supplier for more information regarding availability.

For further details on the legend, please refer to the back page.

CLASSIC colour range¹



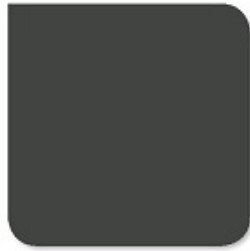
CLASSIC CREAM™
SA = 0.32. BCA = L



PAPERBARK®
SA = 0.42. BCA = M



PALE EUCALYPT®
SA = 0.60. BCA = M



WOODLAND GREY® Ⓛ
SA = 0.71. BCA = D



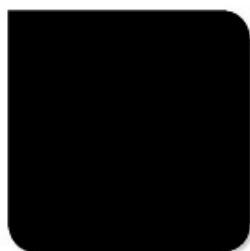
DEEP OCEAN® Ⓛ
SA = 0.75. BCA = D



COTTAGE GREEN®
SA = 0.75. BCA = D



MANOR RED®
SA = 0.69. BCA = D



NIGHT SKY®
SA = 0.96. BCA = D

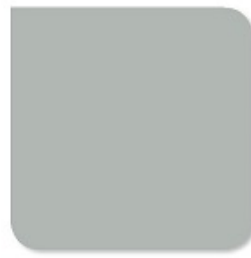
CONTEMPORARY colour range¹



SURFMIST® ⓁⓁ
SA = 0.32. BCA = L



EVENING HAZE®
SA = 0.43. BCA = M



SHALE GREY™
SA = 0.43. BCA = M



DUNE® ⓁⓁ
SA = 0.47. BCA = M



COVE™
SA = 0.54. BCA = M



WINDSPRAY® ⓁⓁ
SA = 0.58. BCA = M



GULLY™
SA = 0.63. BCA = D



MANGROVE™
SA = 0.64. BCA = D



WALLABY™ Ⓛ
SA = 0.64. BCA = D



JASPER®
SA = 0.68. BCA = D



BASALT™
SA = 0.69. BCA = D



IRONSTONE®
SA = 0.74. BCA = D



TERRAIN®
SA = 0.69. BCA = D



MONUMENT® Ⓛ
SA = 0.73. BCA = D