

Reocrete Pty Ltd – Terms and Conditions of Supply (Effective from 1 February 2026)

1. When These Terms Apply

1.1 These Terms apply whenever Reocrete Pty Ltd:

- Provides a quote;
- Sells, supplies, or delivers Goods or Services to a Customer.

1.2 A Customer accepts these Terms by:

- Requesting or accepting a quote;
- Placing an order;
- Receiving a supply or delivery of Goods or Services.

1.3 Unless prohibited by law, these Terms take precedence over any other Customer documents or instructions (e.g., purchase order terms), regardless of content.

1.4 If Reocrete Pty Ltd and the Customer have a separate supply agreement, these Terms still apply where they do not conflict with that agreement.

2. Quoting and Ordering Conditions

2.1 The Customer agrees to:

- (a) Provide complete and accurate information (“Relevant Information”) when requesting a quote or placing an order;
- (b) Ensure all information is correct;
- (c) Accept that Reocrete Pty Ltd will rely on this information for quoting, accepting orders, and fulfilling deliveries;
- (d) Not claim that Reocrete Pty Ltd approved any specifications unless expressly stated in writing;
- (e) Independently evaluate all advice or representations and not rely on them unless agreed to explicitly;
- (f) Confirm that, unless otherwise notified, goods are being acquired for re-supply, production, or commercial use.

2.2 Reocrete Pty Ltd will only conduct technical services (e.g., concrete or aggregate testing) if specifically requested by the Customer.

3. Delivery Terms

3.1 The Customer must assess and manage all traffic control requirements at the delivery site. Traffic control may be required if access by concrete truck will obstruct usual flow of traffic and pose as a hazard to road users.

3.2 Delivery defaults to kerbside. If delivery beyond the kerbside is required, the Customer must:

- (a) Provide a safe and accessible route – driver reserves the right to not supply if deemed unsafe, inaccessible, hazardous or unsuitable to accommodate size and weight of vehicle;
- (b) Provide a spotter who offers guidance and support while navigating the truck from potential hazards (eg overhead power lines, underground services, gutters, carports, trees, mailboxes etc)
- (c) Indemnify Reocrete Pty Ltd from any loss or damage, unless due to Reocrete Pty Ltd’s sole negligence.

3.3 Reocrete Pty Ltd reserves the right to refuse supply and may refuse delivery if Customer obligations are unmet and is indemnified for related losses.

3.4 Prior to accepting delivery, the Customer must check for discrepancies between the order, docket, and delivered Goods.

3.5 In the event of a discrepancy:

- The Customer must choose to accept or reject the delivery (in whole or part);
- Notify Reocrete Pty Ltd **before** the truck leaves;
- If accepted, the Customer is deemed to have ordered the delivered Goods.

3.6 Upon delivery:

- (a) You have 30 minutes FREE to dispatch the load before wait time applies (as per attached surcharges);
- (b) You will be charged a dump fee for any concrete NOT used and left in the bowl (as per attached surcharges);
- (c) The driver will complete a delivery docket and make it available to the Customer – Customer responsibility to obtain from the driver;
- (d) Reocrete Pty Ltd will finalise details (e.g., wait time, returned concrete, water added) and issue a tax invoice (usually within 7-14 days).

3.7 If the Customer is not present, Reocrete Pty Ltd may cancel delivery, with charges applying as if delivery occurred.

3.8 If Goods are discharged and the Customer is absent or raises no objection:

- (a) Delivery and its details are deemed accepted;
- (b) Reocrete Pty Ltd holds no liability for discrepancies;
- (c) The right to reject the Goods is waived;
- (d) The delivery docket serves as valid evidence of delivery.

Note: Clause 3.8(c) does not apply to defects not reasonably identifiable at delivery.

4. Payment Terms

4.1 Charges are based on the quantities in the delivery docket, at the agreed rate, plus delivery fees.

4.2 Payment is due:

- Before delivery, and or;
- On completion of delivery for wait time, return concrete and/or other surcharges as applicable for cash customers (retail customers without approved credit) or;
- Within the credit terms set by Reocrete Pty Ltd in writing.

4.3 Late payments will incur:

- Interest (at the ATO current general interest charge (GIC) rate) from invoice date until paid;
- Costs (e.g., legal/debt collection).

4.4 Payments must not be withheld or offset.

4.5 In case of dispute:

- The Customer must pay the full amount claimed (including interest) within the credit period;
- This amount will be held pending resolution.

4.6 A signed statement from Reocrete Pty Ltd confirming amounts owed is valid unless manifestly incorrect.

4.7 All Taxable Supplies exclude GST. The Customer must pay GST upon receiving a valid tax invoice.

("Taxable Supply" and "GST" as defined under the A New Tax System (GST) Act 1999).

5. Special Conditions – Concrete

5.1 Reocrete Pty Ltd's pre-mixed concrete complies with **AS1379**, and may include recycled or returned materials unless agreed otherwise.

5.2 Unless specified otherwise:

- Supplied as "Normal Class Concrete" (AS1379);
- Nominal slump: ≤ 80mm;
- Max aggregate size: 20mm;
- Surcharges apply for different specs or cooling agents.

5.3 Reocrete Pty Ltd may charge for returned/rejected concrete if:

- (a) The Customer cancels/rejects compliant concrete;
- (b) Not all ordered quantity is used;
- (c) Excessive batching-to-discharge time occurs (unless due to Reocrete Pty Ltd).

5.4 Reocrete Pty Ltd is not liable for loss due to:

- (a) Improper site preparation or placement;
 - (b) Unauthorized water or additive inclusion;
 - (c) Weather impacts;
 - (d) Third-party or Customer actions or omissions.
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6. Special Conditions – Decorative Concrete

6.1 Clauses 6.2 and 6.3 apply specifically to decorative concrete.

6.2 The Customer Acknowledges:

- (a) Decorative concrete is mixed per selections and Australian Standards;
- (b) Desired finishes must be clearly specified;
- (c) Natural variations may alter appearance (e.g., oxidation, aggregate exposure);
- (d) Honed/polished finishes require special mixes—Reocrete Pty Ltd is not liable without prior notice;
- (e) Samples and brochures are indicative only;
- (f) Clause 5.4 also applies.

6.3 Reocrete Pty Ltd accepts no liability for:

- Poor placement or finishing;
 - Final colour, texture, or appearance after delivery.
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7. Limitations of Liability

7.1 For Consumers:

Where permitted by law and excluding Sections 51–53 of the Competition and Consumer Act 2010 (Cth):

- **Goods:** Reocrete Pty Ltd's liability is limited to replacement, repair, or equivalent cost;
- **Services:** Resupply or reimbursement of resupply cost.

7.2 For Non-Consumers:

- (a) Implied warranties excluded unless prohibited;
- (b) Reocrete Pty Ltd's liability:
 - **Goods:** Replace, repair, or reimburse cost;
 - **Services:** Resupply or reimburse resupply;
- (c) No liability for loss due to delays beyond control (e.g., weather, breakdowns);
- (d) Acceptance of defective Goods/Services releases Reocrete Pty Ltd from further claims;
- (e) Customer indemnifies Reocrete Pty Ltd for third-party claims above equivalent cost;
- (f) Liability under Section 274 is limited to replacement, repair, or cost equivalent.

7.3 Orders based on a specific project/location will be treated as a single acquisition under the Act.

7.4 **No liability** for **Consequential Loss** to the extent permitted by law.

8. Claims

8.1 Reocrete Pty Ltd is not liable unless:

- (a) Notified in writing within 14 days (or reasonable time) of Delivery;
- (b) Provided reasonable access for investigation;
- (c) A full written claim is submitted within 2 months of awareness.

8.2 Only test results from **NATA-certified** labs using Australian Standards are accepted as valid evidence.

9. General Provisions

9.1 Reocrete Pty Ltd may suspend/terminate agreements if the Customer breaches these Terms.

9.2 The Customer indemnifies Reocrete Pty Ltd for any Loss due to breach or negligence.

9.3 **Title** remains with Reocrete Pty Ltd until full payment. **Risk** passes upon Delivery. Until paid:

- (a) Goods must be stored separately as fiduciary property;
- (b) Reocrete Pty Ltd may reclaim Goods on default;
- (c) Transformed Goods or sale proceeds must be held in trust for Reocrete Pty Ltd.

9.4 Reocrete Pty Ltd is not liable for delays due to events beyond control (e.g., accidents, breakdowns, strikes, shortages).

9.5 Actions by persons appearing to represent the Customer are binding.

9.6 If any provision is unenforceable, it will be adjusted or removed to preserve the rest.

9.7 Reocrete Pty Ltd's rights are cumulative and only waivable in writing.

9.8 Governing Law:

- (a) Where Goods/Services are supplied, or;
- (b) From where supply originated (if international).

9.9 Terms are not to be interpreted against the drafting party.

9.10 Reocrete Pty Ltd may record or disclose Customer phone calls.

9.11 Current rates, surcharges, and policies are as per attached, or on request or at www.Reocrete.com.au

10. Interpretation

- Clauses 51–52 apply to definitions and interpretation.
- Key terms such as *Goods*, *Services*, *Delivery*, *Quotation*, *Applicable Rate*, *Loss*, *Consequential Loss*, and *Customer* have specific defined meanings.
- “Including” means “including without limitation.”



REOCRETE PTY LTD PTY LTD PTY LTD ABN 55 611 467 899

COD PRICING GUIDE AS AT 1 FEBRUARY 2026

Increment pricing (additional cost on your cube rate as per the supplier pricing guides)

| Item | Additional cost +GST |
|------------------------------|--|
| Small Load Fee | *Varies per supplier – POD Between \$95 +gst per cube |
| Admin Fee Orders <4cube | \$30.00 +gst |
| Manual Handling Fee | \$30.00 +gst per cube |
| Saturday fee | \$15.00 +gst per cube *Based on min 3 cube T1 And min 4 cube T2-6 |
| Cartage | \$3.00 +gst per KM (KM over x cube) |
| Wait Time 30 minutes free | \$4.00 +gst per minute >30 minutes |
| Return Concrete | *Varies per supplier – POD From \$250+GST |
| Cancellation Fee | *Varies per supplier – POD From \$500 +gst |
| Credit Card Fee | *Based on card type Between 1.5% – 1.7% |
| Supplier Deadlines | Notice must be provided per below Qcrete – 12 noon Business Day prior NUCON – 9 am Business Day prior HYTEC – 48 hrs prior WAGNERS – 9am Business Day prior NEILSENS – 24 hrs under 25 cube 72 hrs over 25 cube HYMIX – 36 hrs SUNMIX – 24 hrs under 50 cube HANSON – 9am business day prior PRONTO (inc Barro Group) – 48 hrs notice |