

CLAUSE 01

Every quotation prepared by CLF Services Pty Ltd is as an estimate only and is subject to withdrawal, correction or alteration at any time prior to written acceptance of the Purchaser's official order.

CLAUSE 02

Except to the extent provided herein, CLF Services Pty Ltd shall have no liability (including liability in negligence) to any person or company for any loss or damage consequential or otherwise howsoever suffered or incurred by any such person or company caused by or resulting directly or indirectly from any deficiency in service/product the subject of this agreement.

Whilst every endeavour will be made to effect delivery by the date(s) given, CLF Services Pty Ltd shall not be liable to penalties or damages (either direct or indirect) for failure to deliver within the time stated.

CLAUSE 03

Unless expressly stated to the contrary, the Purchaser assumes all liability that the service/product the subject of this quote/agreement meets their requirements.

CLAUSE 04

For minor works, payment shall be on completion via Electronic Funds Transfer (EFT) or cash. Payment by cheque is not accepted by CLF Services Pty Ltd.

For on-going works, payment shall be by progress payment, paid via Electronic Funds Transfer (EFT) within 7 days of the date of the invoice.

Each invoice shall include the value of service/product carried out by CLF Services Pty Ltd in the performance of the agreement and shall be rendered weekly.

Failure by the Purchaser to pay an invoice by the due date shall be sufficient cause for CLF Services Pty Ltd not to provide further

services/product. Should the Purchaser fail to remedy any default in payment within 7 days of the date by which payment was due, the Purchaser shall be in substantial breach of the agreement whereupon the full value of the agreement shall become due and payable.

The Purchaser shall pay CLF Services Pty Ltd interest on all monies outstanding after the due date until all outstanding monies, including interest, are paid. Interest shall accrue daily, calculated as compound interest at an annual rate of 20% p.a. and a \$10.00 administration fee.

CLAUSE 05

The Purchaser shall have no claim against CLF Services Pty Ltd unless and until established in a court of competent jurisdiction, or unless expressly agreed upon by a Director of CLF Services Pty Ltd.

CLAUSE 06

The Purchaser may vary the service/product under this quotation/agreement, but no variation shall have effect until the value and terms of the variation are expressly agreed upon, in writing, by **CLAUSE**.

The Purchaser shall be solely responsible for the provision, in a timely manner, of all information necessary for the service/product to be prepared and/or delivered.

CLAUSE 07

Goods and Services Tax (GST) is not included in prices quoted, unless so stated, but will be charged to Purchaser's account when applicable.

CLAUSE 08

Notwithstanding any other provision of the agreement, CLF Services Pty Ltd shall not be liable to the Purchaser for any consequential damages/losses that may be suffered by Purchaser and/or others arising or resulting from any breach by any provision of this agreement.

CLAUSE 09

To the full extent permitted by law, but subject always to the terms of this agreement, all conditions,

warranties and representations not expressly contained herein are hereby expressly negated and excluded.

CLAUSE 10

Except as otherwise may be expressly provided in the agreement, none of the terms and conditions, requirements and obligations of this agreement will be varied, waived, discharged or released at law or in equity except with the prior consent in writing of CLF Services Pty Ltd in each instance.

CLAUSE 11

These Conditions shall take precedence over all other terms unless expressly agreed upon, in writing, by CLF Services Pty Ltd at time of confirmation of acceptance of the Purchaser's Order.

CLAUSE 12

Information contained in the Purchase Order is potentially subject to disclosure to third parties under the Right to Information Act 2009 (QLD).

The Supplier acknowledges that CLF Services Pty Ltd cannot guarantee that any information provided by the Supplier will be protected from disclosure under this Act.

CLAUSE 13

If the Purchaser is in breach of this Agreement, written notice will be provided to the Purchaser of the alleged breach requiring the Purchaser to remedy the breach within thirty days of receiving the notice.

If the breach is not satisfactorily remedied within thirty days, CLF Services Pty Ltd may immediately terminate this Agreement by giving written notice

CLAUSE 14

This agreement shall be governed by and construed in accordance with the laws in force in the State of Queensland.