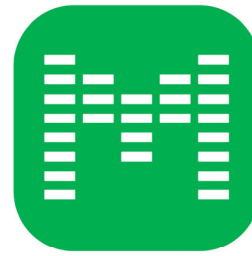




MATRIX ESTIMATING

"Professional Accurate Quotations"



MATRIX ESTIMATING

28 Parkes Street, Nelson Bay, 2315
cormac@matrixestimating.com.au
Cormac Gray: 0415 798 401

22 June 2022

Titan Fortress Builders

Darlinghurst NSW
2010, Australia

Quotation No: 23072-0A

RE: 23072 - 654 Magnolia Road, Sydney

Dear Estimating Team,

It is with pleasure that we forward our quotation for the render system to 654 Magnolia Road, Sydney as requested. This quotation is based on the accompanying marked-up document.

Supply and install below render to the following areas:

- Internal Render:
 - RN2 - STO Acrylic Render System
- External Render
 - RN1 - STO Acrylic Render System

Our quotation is as follows:

- **External and Internal Render** \$ 314,140.00

Description	Qty	Rate	SubTotal
00 - External Render			
02 - Ground Floor			
ER 01 - GF - STO Render System - Concrete - 3.1mh	122.43 m2	\$98.01	\$12,000.00
ER 02 - GF - STO Render System - Concrete - 1m	75.13 m	\$93.17	\$7,000.00
ER 02a - GF - STO Render System - Concrete - 1m	91.10 m	\$98.79	\$9,000.00
ER 03 - GF - STO Render System - Hebel/Logicwall - 3.1mh	49.04 m2	\$81.57	\$4,000.00
ER 09 - GF - STO Render System - Masonry - 3.1mh	10.39 m2	\$96.25	\$1,000.00
ER 10 - GF - STO Render System - Masonry - 1m	102.97 m	\$97.12	\$10,000.00
ER 13 - GF - RN1 - Concrete Soffit - m2	192.34 m2	\$98.78	\$19,000.00
03 - Level 1			
ER 01 - L1 - STO Render System - Concrete - 3.1mh	1.41 m2	\$141.84	\$200.00
ER 02 - L1 - STO Render System - Concrete - 1m	187.36 m	\$96.07	\$18,000.00
ER 02a - L1 - STO Render System - Concrete - 1m	107.84 m	\$92.73	\$10,000.00
ER 03 - L1 - STO Render System - Hebel/Logicwall - 3.1mh	75.27 m2	\$93.00	\$7,000.00
ER 13 - L1 - RN1 - Concrete Soffit - m2	164.17 m2	\$97.46	\$16,000.00

04 - Level 2			
ER 02 - L2 - STO Render System - Concrete - 1m	200.84 m	\$99.58	\$20,000.00
ER 02a - L2 - STO Render System - Concrete - 1m	118.08 m	\$101.63	\$12,000.00
ER 03 - L2 - STO Render System - Hebel/Logicwall - 3.1mh	66.21 m2	\$90.62	\$6,000.00
ER 13 - L2 - RN1 - Concrete Soffit - m2	164.17 m2	\$97.46	\$16,000.00
05 - Roof			
ER 02 - RO - STO Render System - Concrete - 1m	141.75 m	\$98.76	\$14,000.00
ER 09 - RO - STO Render System - Masonry - 1.8mh	46.33 m2	\$86.34	\$4,000.00
01 - Internal Render			
00 - Basement			
IR 09 - BA - Arcylic Render - Concrete - 2.5mh	502.20 m2	\$99.56	\$50,000.00
02 - Ground Floor			
IR 03 - GF - Sto Render System - Masonry - 2.77mh	76.84 m2	\$91.10	\$7,000.00
IR 09 - GF - Sto Render System - Concrete - 2.77mh	70.74 m2	\$98.95	\$7,000.00
IR 10 - GF - Sto Render System - Concrete - 1m	1.21 m	\$165.29	\$200.00
IR 11 - GF - Sto Render System - Hebel/Logicwall - 2.77mh	161.45 m2	\$99.10	\$16,000.00
IR 12 - GF - Sto Render System - Hebel/Logicwall - 1m	17.33 m	\$57.70	\$1,000.00
03 - Level 1			
IR 09 - L1 - Sto Render System - Concrete - 2.77mh	20.28 m2	\$98.62	\$2,000.00
IR 10 - L1 - Sto Render System - Concrete - 1m	1.51 m	\$132.45	\$200.00
IR 11 - L1 - Sto Render System - Hebel/Logicwall - 2.77mh	12.42 m2	\$80.52	\$1,000.00
IR 12 - L1 - Sto Render System - Hebel/Logicwall - 1m	1.53 m	\$130.72	\$200.00
04 - Level 2			
IR 09 - L2 - Sto Render System - Concrete - 2.77mh	20.28 m2	\$98.62	\$2,000.00
IR 10 - L2 - Sto Render System - Concrete - 1m	1.51 m	\$132.45	\$200.00
IR 11 - L2 - Sto Render System - Hebel/Logicwall - 2.77mh	12.42 m2	\$80.52	\$1,000.00
IR 12 - L2 - Sto Render System - Hebel/Logicwall - 1m	1.53 m	\$130.72	\$200.00
05 - Roof			
IR 10 - RO - Sto Render System - Concrete - 1m	16.76 m	\$59.67	\$1,000.00
02 - Corner Beads			
01 - Internal			
IB 01 - Vertical Corner Bead - 0.7mH	1.40 m	\$28.57	\$40.00
IB 04 - Vertical Corner Bead - 2.5mH	147.50 m	\$20.34	\$3,000.00
IB 05 - Vertical Corner Bead - 2.7mH	21.60 m	\$23.15	\$500.00
02 - External			
EB 03 - Vertical Corner Bead - 1.8mH	7.20 m	\$27.78	\$200.00
EB 05 - Vertical Corner Bead - 2.7mH	24.30 m	\$24.69	\$600.00
EB 06 - Vertical Corner Bead - 3.1mH	24.80 m	\$24.19	\$600.00
EB 09 - Horizontal Corner Bead x 1	548.54 m	\$23.70	\$13,000.00
EB 10 - Horizontal Corner Bead x 2	904.65 m	\$24.32	\$22,000.00

■ Preliminaries including project management and materials handling	\$	12,000.00
Sub Total – excluding GST (AUD)	\$	326,140.00
Goods and Services Tax @ 10%	\$	32,614.00
Total Including GST (AUD)	\$	358,754.00

Please note:

1. All works have been allowed to be carried during the hours of 7.00am and 4.00pm, Monday to Friday.
2. The above price is based on what could have been reasonably expected to be known at the time of pricing. If factors arise, during the works that were reasonably unknown, the above quotation may become subject to review.
3. This quotation holds firm for thirty (30) days after which time it may become subject to review.
4. Warranty periods to be confirmed prior to signing of contract
5. This quotation is subject to mutually agreed terms of contract and payment.
6. This take-off is an estimate only and all quantities will need to be confirmed onsite prior to entering into a contract.
7. We have not allowed for design fees and will follow the client supplied drawings to carry out these works
8. No Allowance has been made for the following work/items in this price:

Project Specific

- Render to inside tanks, under fire stair and driveway
- Render to basement lift shaft
- Painting works
- Skirting P50 shadow details
- P50 shadow detail door junctions
- Polished plaster
- Textured render
- Plasterboard works
- Scaffold or access equipment
- Build-up of render – follow existing substrate only
- To install more than 10mm of render
- Make good/build-up of walls - assumed to be plumb and square
- Packing out window/door openings with render
- Render to Dintel or Hebel walls (brick/block and concrete only)
- Boundary walls to be confirmed
- Internal returns of planter boxes
- Stucco works or textured render
- Remove cracked render
- Crack stitching - Helifix works
- Patching and repairing existing rendered surfaces
- Render to soffit of stairs and landings
- Caulking/Silicone around windows
- Skirting/moulding supply or installation
- Render to soffit surfaces
- Out of hours works
- Demolition of existing render
- Render behind joinery
- Removal of flaky paint
- Painting works
- Caulking works
- Protection of floor coverings
- Waterproofing works
- Protection of joinery
- Areas other than noted in the accompanying mark-up

General Exclusions

- Protection of window frames, windows, door frames & doors - by others
- Power and water to site
- All access to be provided by others, no allowance made for the supply/usage of any scaffold or scissor lifts or otherwise nonstandard accessible works.
- No allowance made for theft from site of any material/products supplied by Titan Fortress Builders
- All deliveries to be to one nominated location to be unloaded and allocated to the correct position by others
- Assumed walls are plumb with no deviations, wall surfaces are defective if they deviate from vertical by more than 4mm within any 2m height
- Assumed walls are straight with no deviations, wall surfaces are defective from plane (bow) by more than 4mm within any 2m length of wall
- Patching or repairing existing rendered surfaces
- Client to ensure that each area is fully cleared and ready for us to carry out our work uninterrupted
- There may be pass through costs associated with the manufacture of samples/prototypes if the project does not go ahead
- P50 shadow or skirting details have not been allowed unless specifically noted in the above quotation
- Client to ensure that each area is fully cleared and ready for us to carry out our work uninterrupted
- Vertical or horizontal beads to bagged brick walls
- Removal of conduits/services from existing walls
- Statutory, council or engineering fees
- Traffic control during deliveries

We trust that the above quotation meets with your approval, however if you have any questions, or if we can be of assistance to you in any other way, please do not hesitate to contact us.

Kind regards

Cormac Gray
Director



1. SLAB / STRUCTURE LAYOUT:
REFER TO ARCHITECTURAL SECTION DRAWINGS FOR A LOOK AT THE GEOMETRY RELATED TO WALL, COLUMN, DOOR AND WINDOW SIZES ARE NOT REPLICATED IN THESE DRAWINGS

2. WALL TYPE DETAILS:
THESE DRAWINGS SHOULD BE READ IN CONJUNCTION WITH THE WALL TYPE DETAIL DRAWINGS, REFER TO DRAWING A210-02 BEING FOR ALL WALL TYPE DETAILS

3. SETTING OUT:
CONSIDER ALL TYPES DRAWINGS ARE TO BE THE PRIMARY CODE/PRINCIPLES STRUCTURAL ELEMENTS ONLY (NOT FINISH)

REFER TO THE WALL TYPE DETAIL FOR FINISHED FINISH BUILD UP

4. MATERIALS AND FINISHES:
REFER TO ARCHITECTURAL SCHEDULE TABLE AND SPECIFICATIONS FOR DETAILED INFORMATION ON MATERIALS AND FINISHES LOCATED IN THESE DETAILS

5. NON-COMPOSITE BUILDING ELEMENTS:
CONTRACTOR TO ENQUIRE EXTERNAL WALLS AND COMMON WALLS, INCLUDING ALL COMPONENTS INCORPORATED IN THEM INCLUDING THE FACADE COURTESY, FINISHING AND INSULATION BEING NON-COMPOSITE IN ACCORDANCE WITH ISO CLASS 0 AND AS/NZS1161

ALL REINFORCEMENT WALLS TO COMPLY WITH BS4446:CLAS 10.



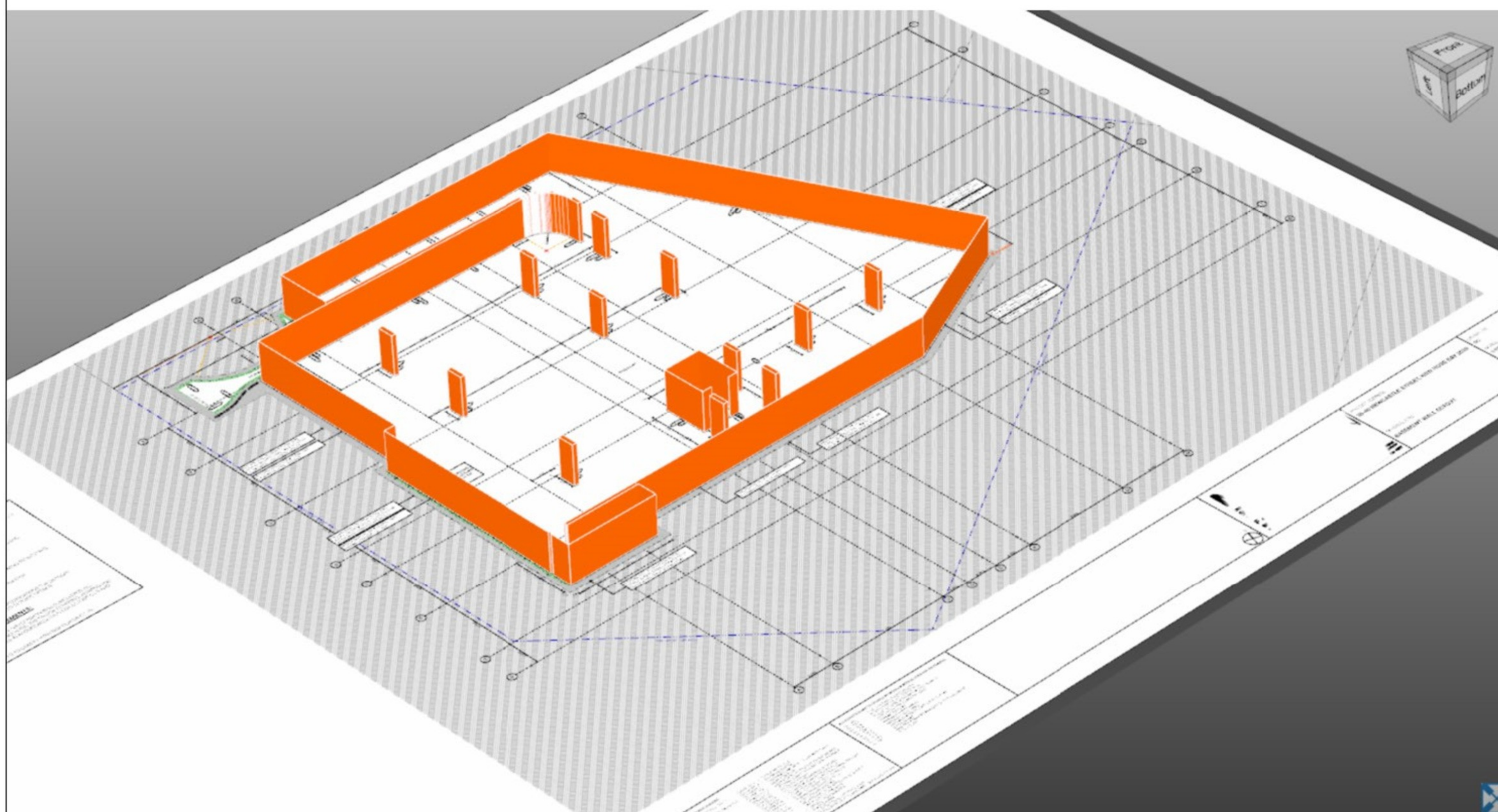
01 - Internal Render\00 - Basement
IR 09 - BA - Sto Miral Render - Concrete - 2.5mh 502.19 m2



Legend

01 - Internal Render\00 - Basement

IR 09 - BA - Sto Miral Render - Concrete - 2.5mh 502.19 m2



MATRIX ESTIMATING

1. SLAB / STRUCTURE SETUP:

REFER TO ARCHITECTURAL SETTING DRAWINGS FOR FLOOR SLAB CONCENTRY RELATED TO WALL SETTING. OVERSIGHTS FOR SLABS ARE NOT REPEATED IN THESE DRAWINGS

2. WALL TYPE DETAILS:

THESE DRAWINGS SHOULD BE READ IN CONJUNCTION WITH THE WALL TYPE DETAIL DRAWINGS, REFER TO DRAWING A-200101010101 FOR ALL WALL TYPE DETAILS.

3. SETTING OUT:

QUESTIONS ON THESE DRAWINGS ARE TO THE PRIMARY CODE/FRAMED/STRUCTURAL ELEMENTS ONLY NOT FINISHES.

REFER TO THE WALL TYPE DETAILS FOR REMAINING FINISHES BUILD-UP

4. MATERIALS AND FINISHES:

REFER TO ARCHITECTURAL SETTING SCHEDULE AND SPECIFICATIONS FOR DETAILED INFORMATION ON MATERIALS AND FINISHES INDICATED IN THESE DETAILS

5. NON-COMBUSTIBLE BUILDING ELEMENTS:

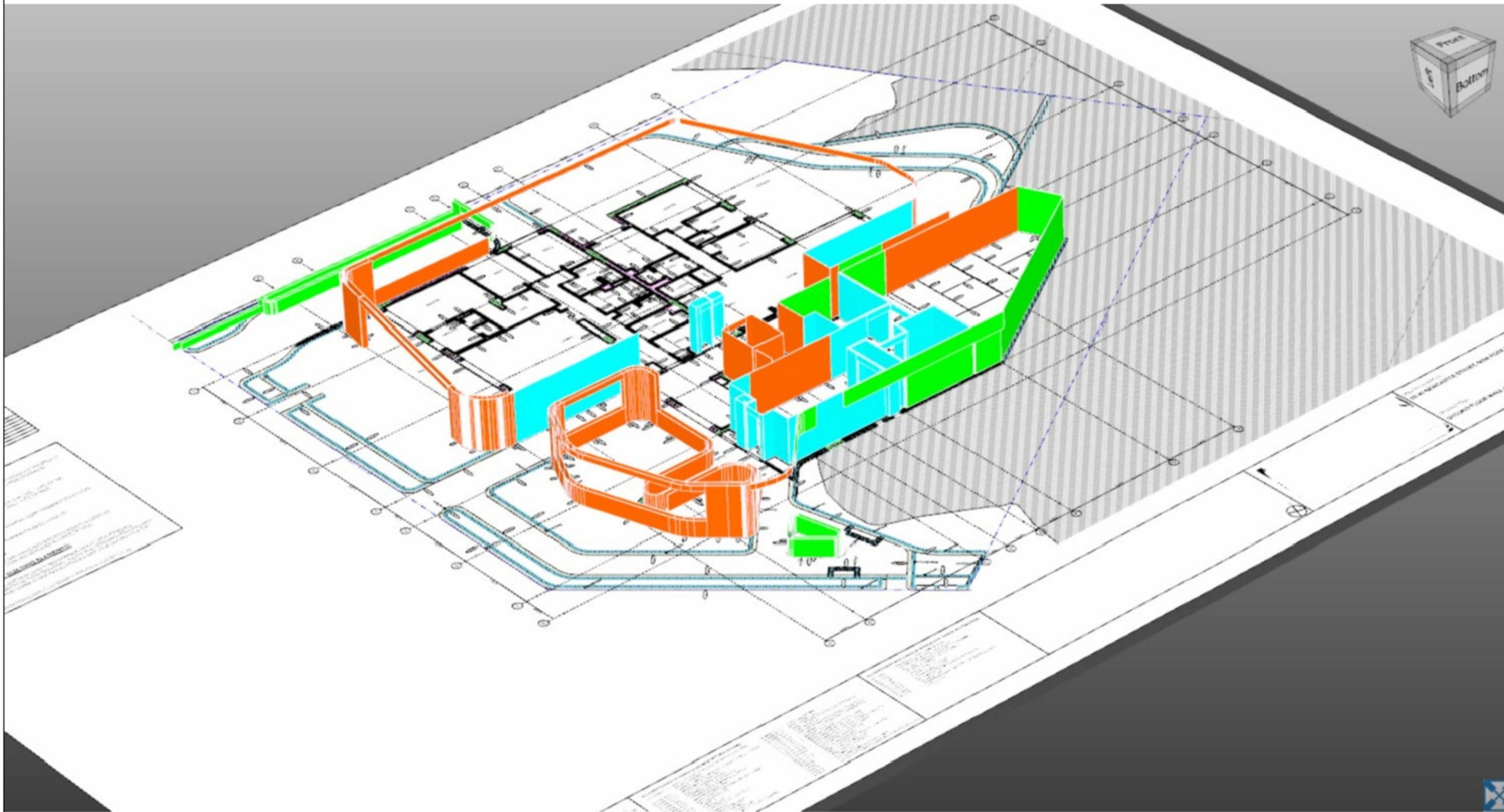
CONTRACTOR TO INCLUDE EXTERNAL WALLS AND COMBUSTION WALLS, INCLUDING ALL COMPONENTS DESCRIBED THEREIN IN THEIR INCLUDING THE FACING COURSE, FRAMING AND INSULATION PER THE NON-COMBUSTIBLE CODE IN ACCORDANCE WITH IS 8001:CL 2 AND IS 4101:CL 1.

ALL DETAILATION IN INTERNAL WALLS TO COMPLY WITH IS 4101:CL 2.1.1.3



00 - External Render\02 - Ground Floor		
ER 01 - GF - Sto Miral Render - Concrete - 3.1mh		122.43 m2
ER 02 - GF - Sto Miral Render - Concrete - lm		75.13 m
ER 02a - GF - Sto Miral Render - Concrete - lm		91.10 m
ER 03 - GF - Sto Miral Render - Hebel/Logicwall - 3.1mh		49.03 m2
ER 09 - GF - Sto Miral Render - Masonry - 3.1mh		10.39 m2
ER 10 - GF - Sto Miral Render - Masonry - lm		102.97 m
01 - Internal Render\02 - Ground Floor		
IR 03 - GF - Sto Miral Render - Masonry - 2.77mh		76.83 m2
IR 09 - GF - Sto Miral Render - Concrete - 2.77mh		70.74 m2
IR 10 - GF - Sto Miral Render - Concrete - lm		1.20 m
IR 11 - GF - Sto Miral Render - Hebel/Logicwall - 2.77mh		161.45 m2
IR 12 - GF - Sto Miral Render - Hebel/Logicwall - lm		17.32 m





Legend

00 - External Render\02 - Ground Floor	
ER 01 - GF - Sto Miral Render - Concrete - 3.1mh	122.43 m2
ER 02 - GF - Sto Miral Render - Concrete - 1m	75.13 m
ER 02a - GF - Sto Miral Render - Concrete - 1m	91.10 m
ER 03 - GF - Sto Miral Render - Hebel/Logicwall - 3.1mh	49.03 m2
ER 09 - GF - Sto Miral Render - Masonry - 3.1mh	10.39 m2
ER 10 - GF - Sto Miral Render - Masonry - 1m	102.97 m
01 - Internal Render\02 - Ground Floor	
IR 03 - GF - Sto Miral Render - Masonry - 2.77mh	76.83 m2
IR 09 - GF - Sto Miral Render - Concrete - 2.77mh	70.74 m2
IR 10 - GF - Sto Miral Render - Concrete - 1m	1.20 m
IR 11 - GF - Sto Miral Render - Hebel/Logicwall - 2.77mh	161.45 m2
IR 12 - GF - Sto Miral Render - Hebel/Logicwall - 1m	17.32 m



MATRIX ESTIMATING

1. SLAB / STRUCTURE SETOUT:
REFER TO ARCHITECTURAL SETOUT DRAWINGS FOR FLOOR SLAB CONCENTRICITY. ALLIED TO WALL SETOUT. OVERSIGHTS FOR SLABS ARE NOT REPEATED IN THESE DRAWINGS

2. WALL TYPE DETAILS:
THESE DRAWINGS SHOULD BE READ IN CONJUNCTION WITH THE WALL TYPE DETAIL DRAWINGS. REFER TO DRAWING A-02.01.01.01.01 FOR ALL WALL TYPE DETAILS.

3. SETTING OUT:
OVERSEEN ON THESE DRAWINGS ARE TO THE PRIMARY CODES/FRAMING AND STRUCTURAL ELEMENTS ONLY. FINISHES:
REFER TO THE WALL TYPE DETAILS FOR REMAINING FINISHES BUILD-UP

4. MATERIALS AND FINISHES:
REFER TO ARCHITECTURAL, SUSTAINABLE AND SPECIFICATIONS FOR DETAILED INFORMATION ON MATERIALS AND FINISHES INDICATED IN THESE DETAILS

5. NON-COMBUSTIBLE BUILDING ELEMENTS:
CONTRACTOR TO INCLUDE EXTERNAL WALLS AND COMMON WALLS, INCLUDING ALL COMPONENTS DESCRIBED THEREIN. THEY INCLUDE THE FACED COURSE, FRAMING AND INSULATION. REFER TO NON-COMBUSTIBLE IN ACCORDANCE WITH BOB A-02.01.01 AND A-02.01.01.01.01.

ALL DEDICATION TO NON-COMBUSTIBLE WALL TO COMPLY WITH LOCAL CODE C-11.03



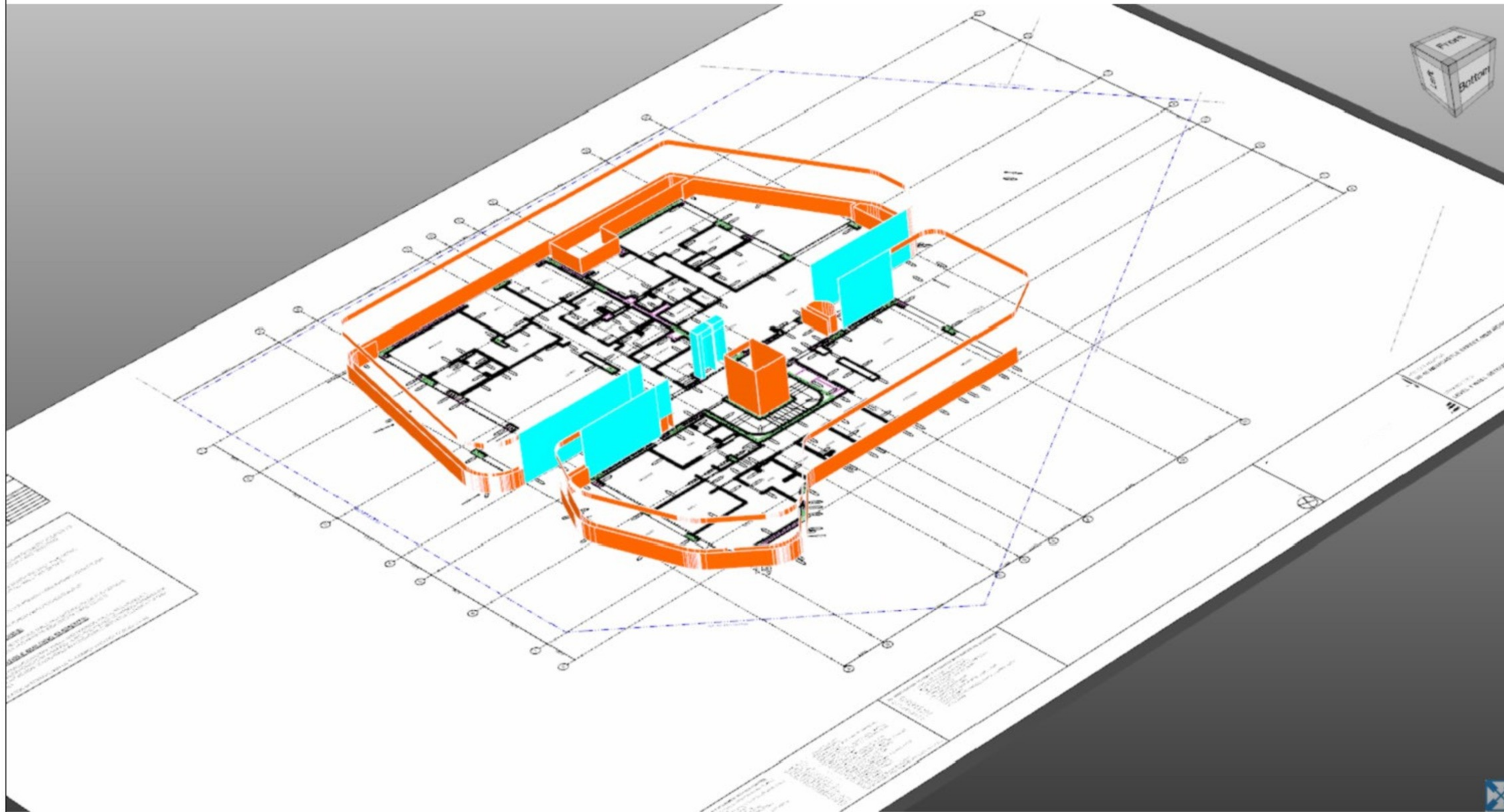
00 - External Render\03 - Level 1		
ER 01 - L1 - Sto Miral Render - Concrete - 3.1mh		1.41 m2
ER 02 - L1 - Sto Miral Render - Concrete - 1m		187.36 m
ER 02a - L1 - Sto Miral Render - Concrete - 1m		107.84 m
ER 03 - L1 - Sto Miral Render - Hebel/Logicwall - 3.1mh		75.27 m2
01 - Internal Render\03 - Level 1		
IR 09 - L1 - Sto Miral Render - Concrete - 2.77mh		20.28 m2
IR 10 - L1 - Sto Miral Render - Concrete - 1m		1.50 m
IR 11 - L1 - Sto Miral Render - Hebel/Logicwall - 2.77mh		12.41 m2
IR 12 - L1 - Sto Miral Render - Hebel/Logicwall - 1m		1.52 m



Legend

00 - External Render\03 - Level 1

ER 01 - L1 - Sto Miral Render - Concrete - 3.1mh	1.41 m2
ER 02 - L1 - Sto Miral Render - Concrete - 1m	187.36 m
ER 02a - L1 - Sto Miral Render - Concrete - 1m	107.84 m
ER 03 - L1 - Sto Miral Render - Hebel/Logicwall - 3.1mh	75.27 m2
01 - Internal Render\03 - Level 1	
IR 09 - L1 - Sto Miral Render - Concrete - 2.77mh	20.28 m2
IR 10 - L1 - Sto Miral Render - Concrete - 1m	1.50 m
IR 11 - L1 - Sto Miral Render - Hebel/Logicwall - 2.77mh	12.41 m2
IR 12 - L1 - Sto Miral Render - Hebel/Logicwall - 1m	1.52 m



MATRIX ESTIMATING

1. SLAB / STRUCTURE DETOUR:

NOTES TO ARCHITECTURE: DETOUR DRAWINGS FOR FLOOR SLAB COVERTURE RELATED TO WALL DETOURS. DRAWINGS FOR SLABS ARE NOT REPEATED IN THESE DRAWINGS.

2. WALL TYPE DETAILS:

THESE DRAWINGS SHOULD BE READ IN CONJUNCTION WITH THE WALL TYPE DETAIL DRAWINGS. DETOUR TO DRAWING AND / OR SECTION FOR ALL WALL TYPE DETAILS.

3. SETTING OUT:

DETOUR DETAIL FOR WALL DETOURS ARE TO THE PRIMARY COORDINATING STRUCTURAL ELEMENTS ONLY. NOT FOOTINGS.

REFER TO THE WALL TYPE DETAIL FOR REMAINING FINISHES BUILD-UP.

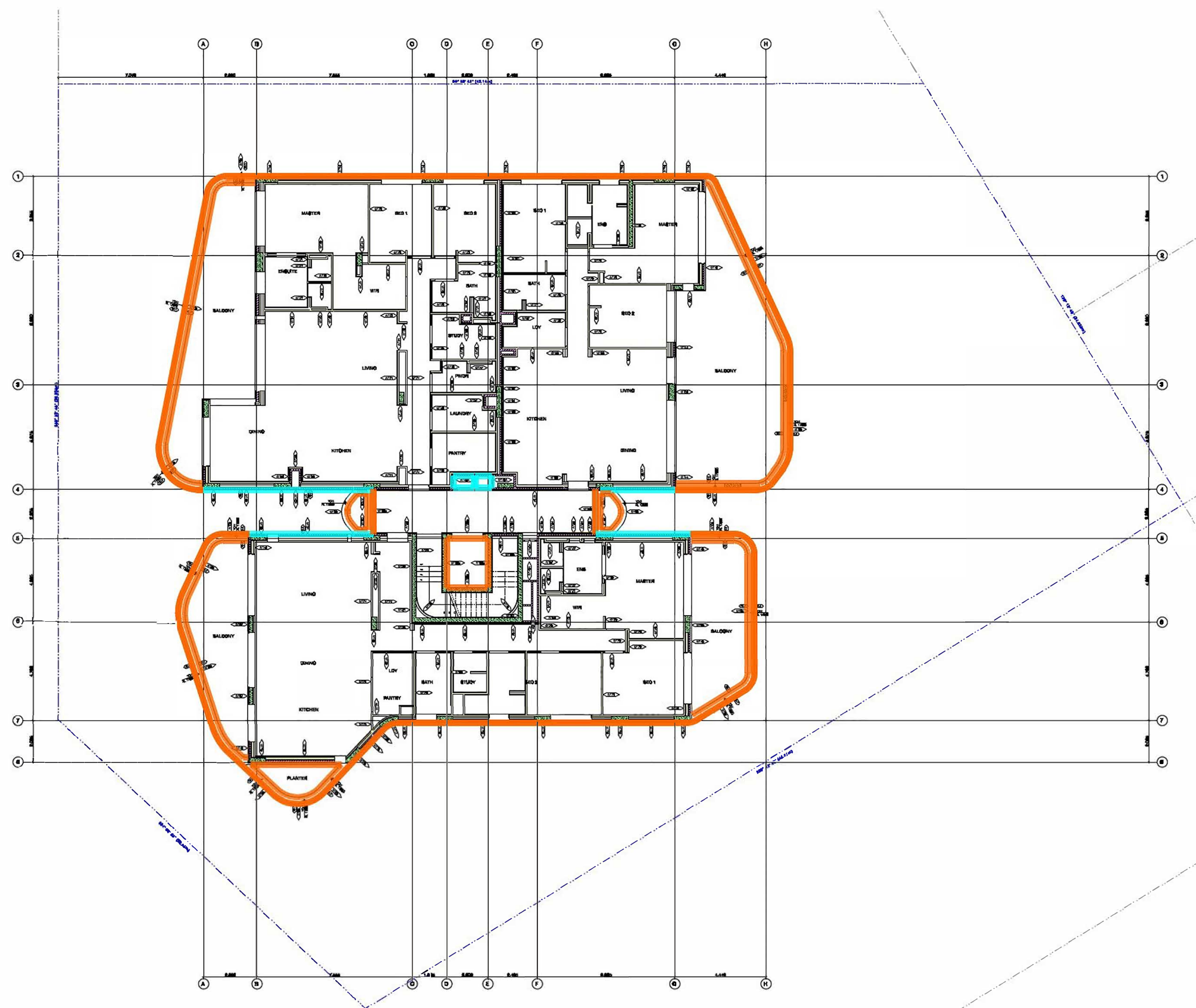
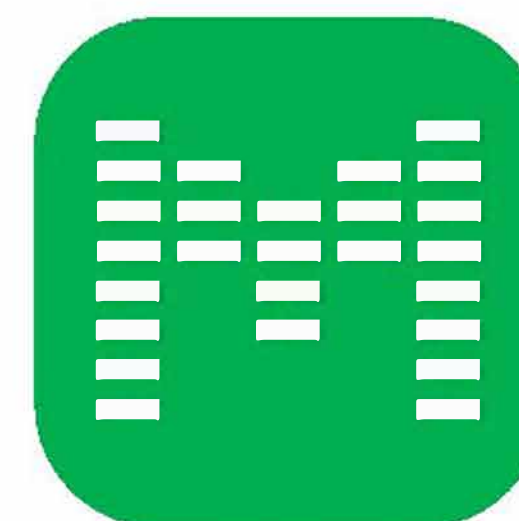
4. MATERIALS AND FINISHES:

REFER TO ARCHITECTURAL SPECIFICATIONS TABLE AND SPECIFICATIONS FOR DETAILS INFORMATION ON MATERIALS AND FINISHES INDICATED IN THESE DETAILS.

5. NON-COMBUSTIBLE BUILDING ELEMENTS:

CONTRACTOR TO SUPPLY EXTERIOR WALLS AND CORNERS WALLS INCLUDING ALL PARTS OF THE WALLS INCLUDING THE PARTS INCLUDING THE TYPICAL CORNERS, FINISHES AND TREATMENTS. NOT NON-COMBUSTIBLE IN ACCORDANCE WITH B.C.10.4.0.1.9 AND MINOR L.0.1.0.

ALL INSULATION INTERNAL WALLS TO COMPLY WITH B.C.10.4.0.1.9.

[illegible]

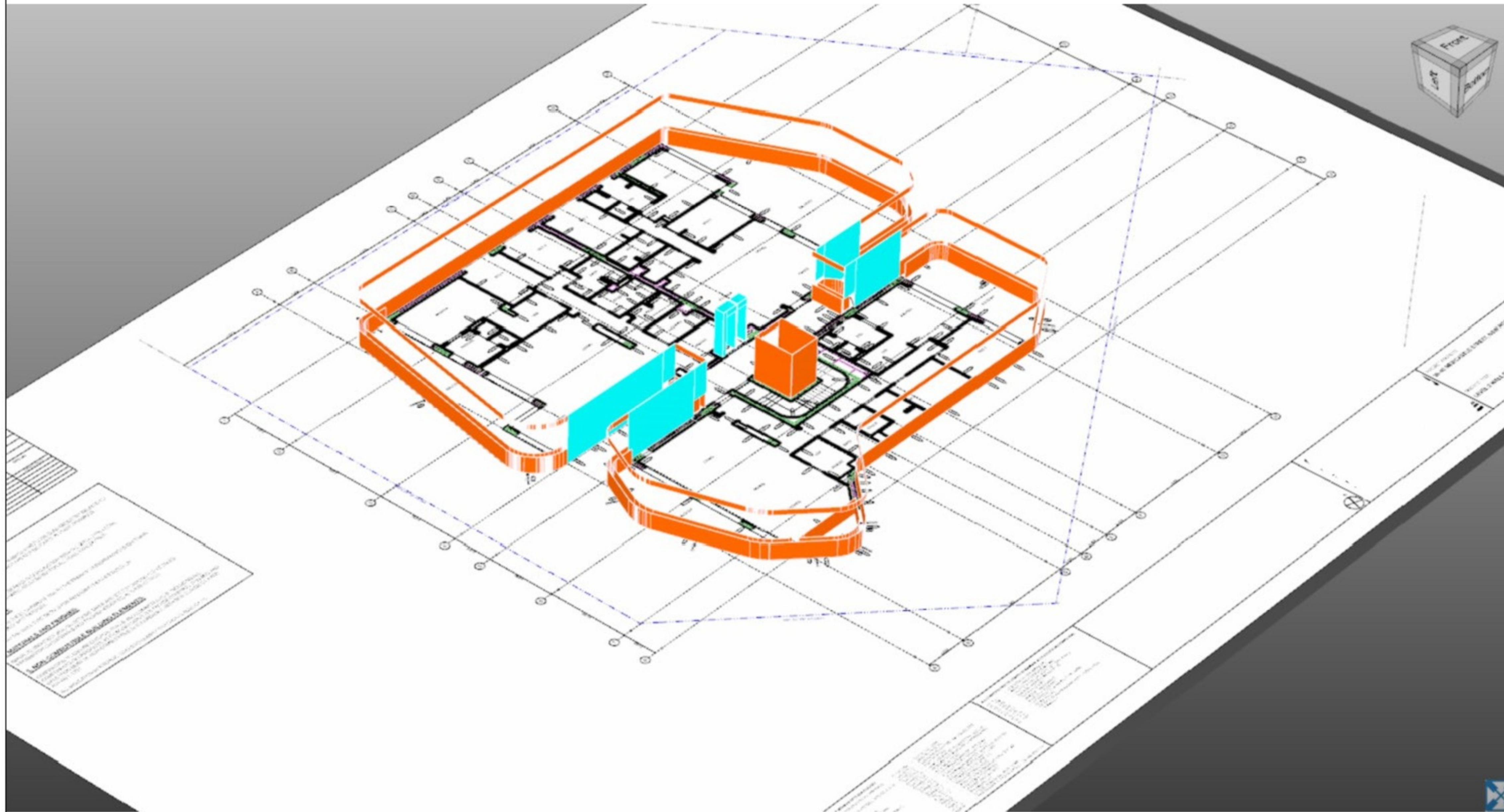
MATRIX ESTIMATING

Legend

00 - External Render\04 - Level 2		
ER 02 - L2 - Sto Miral Render - Concrete - Im		200.83 m
ER 02a - L2 - Sto Miral Render - Concrete - Im		118.08 m
ER 03 - L2 - Sto Miral Render - Hebel/Logicwall - 3.1mh		66.20 m2
01 - Internal Render\04 - Level 2		
IR 09 - L2 - Sto Miral Render - Concrete - 2.77mh		20.28 m2
IR 10 - L2 - Sto Miral Render - Concrete - Im		1.50 m
IR 11 - L2 - Sto Miral Render - Hebel/Logicwall - 2.77mh		12.41 m2
IR 12 - L2 - Sto Miral Render - Hebel/Logicwall - Im		1.52 m

Legend

00 - External Render\04 - Level 2	
ER 02 - L2 - Sto Miral Render - Concrete - 1m	200.83 m
ER 02a - L2 - Sto Miral Render - Concrete - 1m	118.08 m
ER 03 - L2 - Sto Miral Render - Hebel/Logicwall - 3.1mh	66.20 m2
01 - Internal Render\04 - Level 2	
IR 09 - L2 - Sto Miral Render - Concrete - 2.77mh	20.28 m2
IR 10 - L2 - Sto Miral Render - Concrete - 1m	1.50 m
IR 11 - L2 - Sto Miral Render - Hebel/Logicwall - 2.77mh	12.41 m2
IR 12 - L2 - Sto Miral Render - Hebel/Logicwall - 1m	1.52 m



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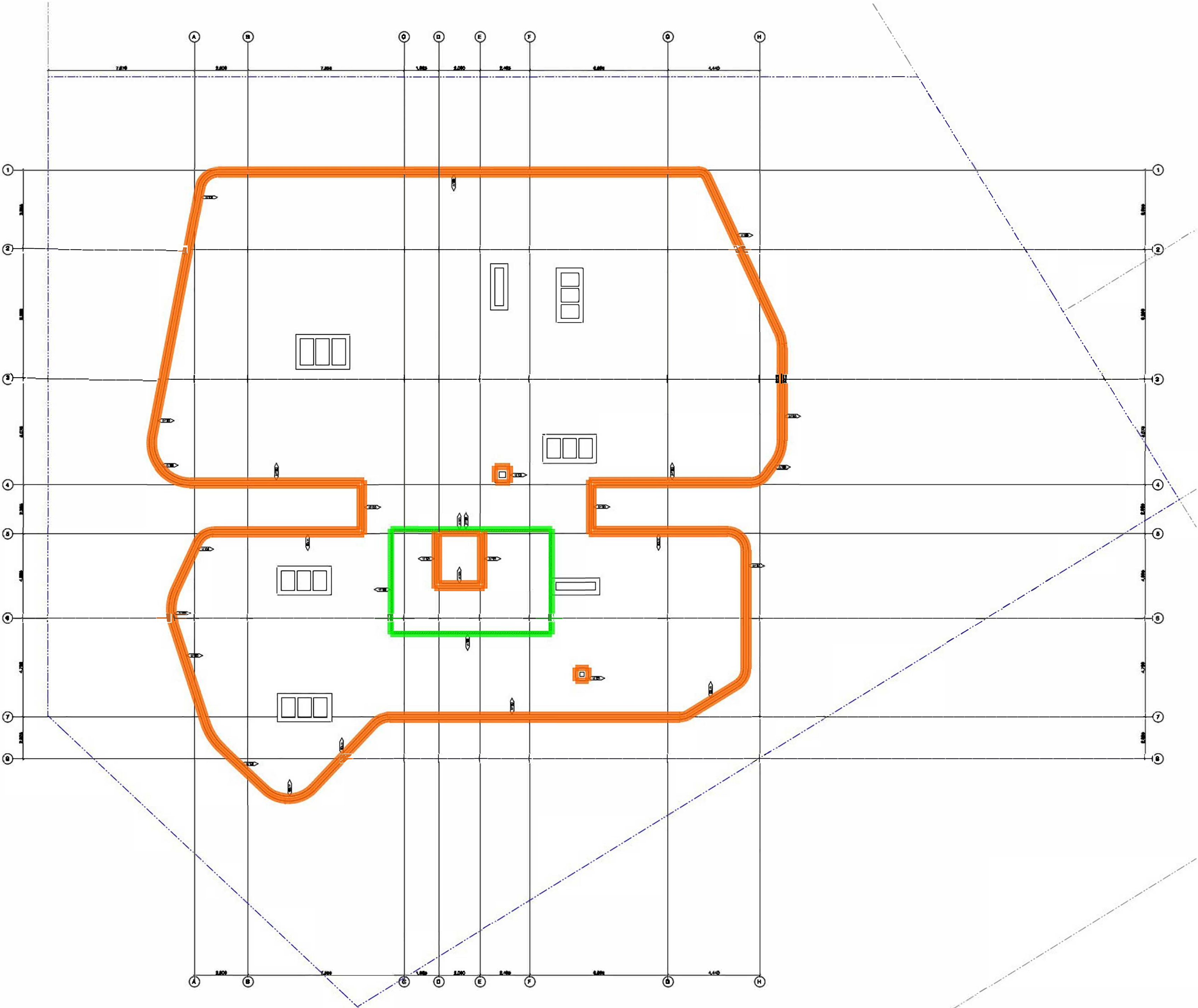
Legend

- 00 - External Render\05 - Roof
- ER 02 - RO - Sto Miral Render - Concrete - Im

141.74 m
- ER 09 - RO - Sto Miral Render - Masonry - 1.8mh

46.32 m2
- 01 - Internal Render\05 - Roof
- IR 10 - RO - Sto Miral Render - Concrete - Im

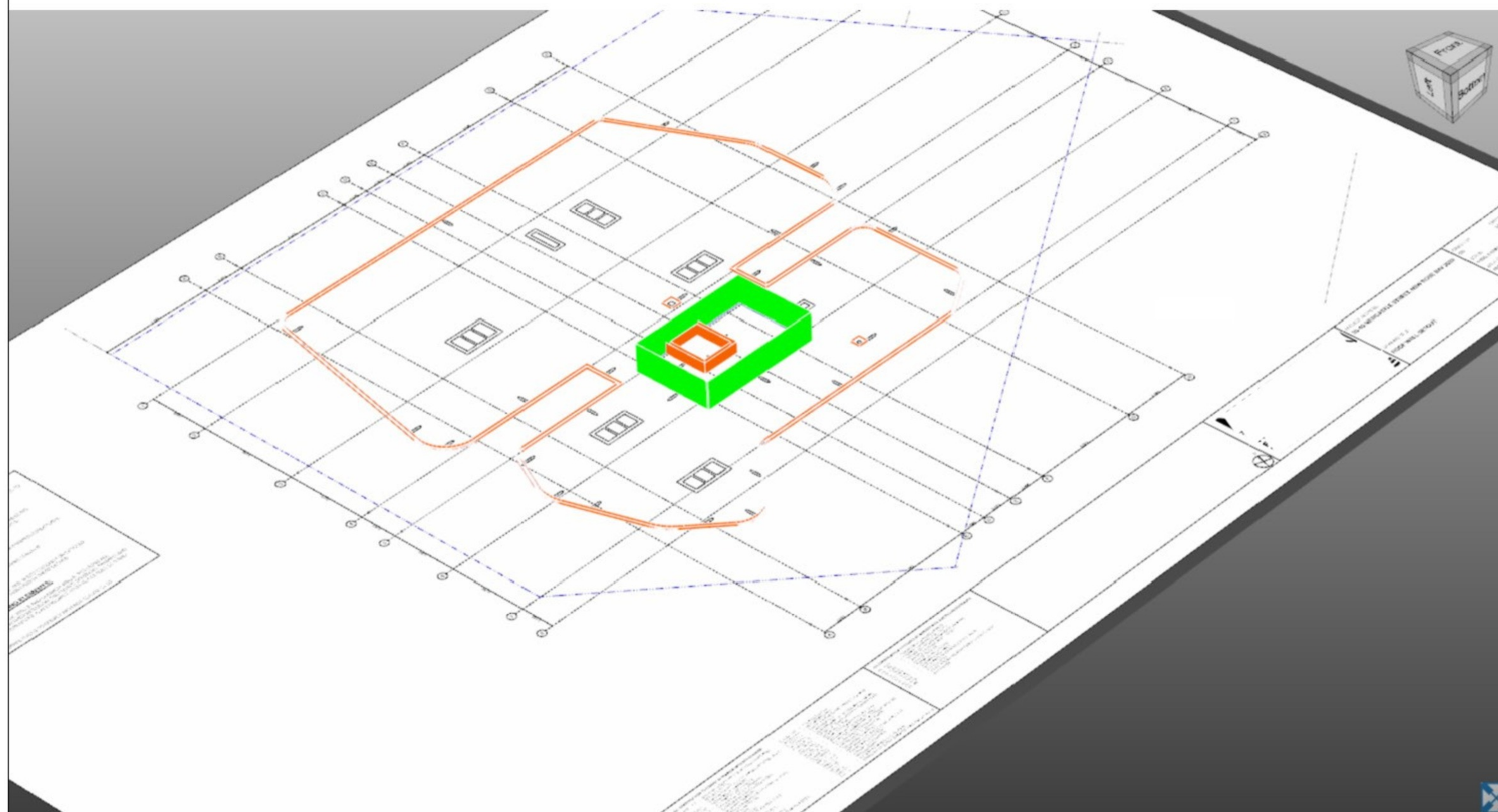
16.75 m



Regulation Design Report				
Regulation Design 100000 - 00-00				

Legend

00 - External Render\05 - Roof	
ER 02 - RO - Sto Miral Render - Concrete - 1m	141.74 m
ER 09 - RO - Sto Miral Render - Masonry - 1.8mh	46.32 m2
01 - Internal Render\05 - Roof	
IR 10 - RO - Sto Miral Render - Concrete - 1m	16.75 m



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Terms and Conditions of Sale

Governing Law

The proper Law of these Terms of Sale is that of Australia, and the parties agree to submit to the jurisdiction of the courts of Australia.

Applicable Terms

These terms and conditions apply to all order (Orders) relating to the provision of materials (Goods) and services by Titan Fortress Builders. These Terms and conditions of sale shall apply to the exclusion of all others, including any Terms and Condition of the Purchaser whether written or oral. The confirmation of an order shall be deemed as acceptance of these Terms and conditions of sale. The purchaser (Purchaser) acknowledges and agrees that all details outlined in the quotation are correct.

In this Agreement, unless the contrary intention appears:

- Headings are for the purpose of convenient reference only and do not form part of this Agreement;
- The singular includes the plural and vice versa;
- A reference to a person includes a body politic, body corporate or a partnership;
- If the last day of any period prescribed for the doing of an action fall on a day which is not a business day, the action shall be done no later than the next business day;
- A reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- A reference to a clause includes a reference to a subclause of that clause;
- The word 'includes' in any form is not a word of limitation; and
- A reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of this Agreement.

Payment

Payments in full shall be made strictly within 14 days of the date of the invoice or within such shorter period as may be required by Titan Fortress Builders. Deposit is required on acceptance of order, refer to payment schedule in above quotation. Progress claims apply for site delays exceeding 30 days. The Total Purchase Price is not refundable once the Goods have been ordered. Any Goods that have been cut prior to installation cannot be cancelled and the Total Purchase Price is not refundable. If the person or organisation who orders the Goods is the owner of the property to which the Goods was installed or delivered, such person or corporation charges against the title of the property Goods provided and consents to a caveat being lodged if the Total Purchase Price is not paid within fourteen days (14) of invoice.

The Purchaser agrees that if it fails to pay in accordance with this clause, the Titan Fortress Builders may:

- Reserves the right to charge interest of 5% per Month for amounts outstanding after the invoice due date
- Charge a dishonour handling fee in the amount of \$95.00;
- Charge interest on debts at 20% per annum from time to time;
- Recover all collections costs and expenses incurred in collecting overdue accounts on an indemnity basis;
- Withhold supply; and
- Sue for the money owing on the goods or services provided.

Titan Fortress Builders reserves the right to report a Purchaser's delinquent account to a credit reporting agency should payment remain outstanding for more than sixty (60) days. In addition, the Titan Fortress Builders may refer the outstanding account for debt collection or issue legal proceedings to recover any outstanding invoices. Should an account be referred for debt collection the Purchaser acknowledges and agrees to pay debt collection charges to be calculated at not less than 20% plus GST and will be incurred on the day the Titan Fortress Builders refers the matter to their nominated debt collection agency. The purchaser shall also be liable for interest and all legal recovery costs associated with such action on a solicitor and own purchaser or indemnity cost basis.

Property, Title and risk.

Ownership of the goods remains with Titan Fortress Builders until the Total Purchase Price is received. Ownership in the goods passes to the Purchaser upon payment of the Total Purchase Price. Delivery of the Goods is completed when the Goods are in the place nominated by the Purchaser on the Order. Delivery of the Goods is to be in accordance with the Order and at the time nominated by Titan Fortress Builders. Titan Fortress Builders may at any time amend the times and/or manner of delivery of the Goods. Risk in the Goods will pass to the Purchaser once the Goods have been delivered to the place nominated by the Purchaser on the Order. If the Purchaser fails to make payment when due, Titan Fortress Builders or his authorized representative may enter the Purchaser's premises, vehicle or vessel or other place upon which the goods are reasonably thought to be situated for the purpose of removing any such goods to recover and resell the goods.

Risk

Should Titan Fortress Builders elect to post any goods or organise delivery of goods, the Purchaser's risk of loss or damage to such goods passes to the Purchaser on the date and at the time that the goods were ordered and it is the Purchaser's responsibility to ensure these goods are insured and covered for their time in transit. Titan Fortress Builders will not be

responsible for non-delivery or delay in delivery of any goods where such non-delivery or delay occurs, Titan Fortress Builders may deliver the goods not delivered or delayed at any subsequent time and the Purchaser must accept and pay for them.

Guarantees

Titan Fortress Builders guarantees that the installation of the Goods will be carried out in a workmanlike manner and Titan Fortress Builders will rectify any faulty workmanship, provided that the complaints of this nature are notified to Titan Fortress Builders as soon as they become apparent, and within 12 months of the installation date and provided that the Goods have been installed by Titan Fortress Builders. The above guarantee does not apply to or cover the following:

Measurements supplied by purchaser

If Titan Fortress Builders have provided a quotation based on measurements, or quantities, supplied by the Purchaser, the final Total Purchase Price is subject to variation following measurement by Titan Fortress Builders. Titan Fortress Builders will advise the Purchaser of any variation as soon as possible after measurements have been taken. If the Purchaser elects to proceed using their own measurements, it is their responsibility for all inaccuracies.

Default

If the Purchaser:

- Fails to pay for any goods or services on the due date; or
- Otherwise breaches this Agreement and fails to rectify such breach within five (5) business days (5) notice; or
- Cancels delivery of goods or services; or
- Commits an act of bankruptcy or allows a trustee in bankruptcy or receiver and manager to be appointed to the Purchaser or any of its property; or
- Allows a judgment or order to be enforced or become enforceable against the Purchaser's property; or
- Permits proceedings to be commenced to wind the Purchaser up or controller, receiver, administrator, liquidator or similar officers appointed to the Purchaser in respect of any part of its property;

Then the Titan Fortress Builders may enter upon the Purchaser's premises (doing all that is reasonably necessary to gain access) where goods supplied under this Agreement are situated at any time and re-take possession of any or all of the goods the Titan Fortress Builders has supplied to the Purchaser.

Indemnity

In addition to all other indemnities detailed in this Agreement, the Purchaser indemnifies the Titan Fortress Builders, its officers, employees and agents against all liability or loss (including loss of profits) arising directly or indirectly from, and any costs, charges and expenses (including the cost of settling any action) arising or incurred in connection with any breach by the Purchaser of this Agreement.

Power on site

The Purchaser must ensure power is on as installers require access to power for their tools.

Cost of materials

This quote is subject to the manufacturers/supplier pricing and availability which may vary at any time.

Disputes

If the Purchaser disputes any goods sold or services supplied by the Titan Fortress Builders are faulty or defective or disputes the Invoices the Titan Fortress Builders has issued, the Purchaser must notify their reasons in writing to the Titan Fortress Builders within five (5) business days of the Invoice date, failing which the Purchaser loses any right to dispute the quality of the goods, services or quantum of.

Cancellation of Order

An order may be cancelled; the notification must be in writing. Titan Fortress Builders reserves the right to charge all costs incurred including material purchased, labour expended plus a cancellation fee of 15% of the contract value.