

Terms and Conditions of Sale of Vulcan Building Systems Products

Last updated 26 June 2024



1. Terms and conditions

- 1.1. The supply of all Goods by Vulcan Steel Limited (**Vulcan**) to a customer (**Customer**) is governed by Vulcan's standard terms and conditions of sale (**Standard Terms**), which are available on Vulcan's website (www.vulcan.co)
- 1.2. This document sets out additional terms for the supply of certain Goods by Vulcan to the Customer (**Additional Terms**) and together with any terms set out in any estimate issued by Vulcan (**Estimate**) and the Standard Terms constitute the entire agreement between Vulcan and the Customer. In the event of any inconsistency between these Additional Terms, an Estimate and/or the Standard Terms, the terms will prevail in the following order: Estimate; then Additional Terms; and then Standard Terms.
- 1.3. In these Terms, "**Goods**" means all goods and/or services supplied by Vulcan to the Customer, or ordered by the Customer but not yet supplied, and includes goods described on any quotation, invoice, purchase order or any other document issued by Vulcan.

2. Estimates

- 2.1. So that Vulcan can provide the Customer with an Estimate for the manufacture and supply of the Goods, the Customer must provide Vulcan with written copies of all plans, designs, estimates, quotes and other documents relevant to such Goods (**Supplied Documents**).
- 2.2. The Customer will be solely responsible for the accuracy and completeness of all Supplied Documents. If Vulcan considers that any of the Supplied Documents are inaccurate or incomplete, Vulcan may request that the Customer provide additional written information to Vulcan. Vulcan will not be liable for any Goods supplied on the basis of any Supplied Documents that are later identified by any party as inaccurate or incomplete.
- 2.3. Vulcan may prioritise maximising efficiency in undertaking its calculations and preparing an Estimate. This approach may include the use of board lengths and inter-storey flashings and joiners at the discretion of Vulcan, rather than based on aesthetic considerations. For detailed specifications, please refer to Vulcan's elevation report, which will be provided to the Customer at the same time as the Estimate.
- 2.4. Prices estimated by Vulcan in an Estimate are based upon prices, rates and charges in effect on the date of the Estimate or any other such date as specified in the Estimate.
- 2.5. All Estimates for Goods are provided by Vulcan to the Customer on the following basis:
 - (a) that any powder coated colour is a "standard finish", unless an alternative specification is requested by the Customer at the time of submitting the request for an estimate;
 - (b) cavity closers are included in the Estimate. However, cavity battens and separation tape are not included in the Estimate;
 - (c) except for Vulcan's pre-clad Goods and as set out in clause 2.5(b), each Estimate will include all materials required for the installation of the Goods in accordance with the Supplied Documents. Additional materials required for installation of Vulcan's pre-clad Goods may be noted in an Estimate and should be sourced from a third party supplier; and
 - (d) the Goods are not installed by Vulcan and the Customer is responsible for arranging all installation of the Goods.
- 2.6. If the Customer provides any additional plans, designs, estimates, quotes and/or other documents to Vulcan after Vulcan has provided an Estimate to the Customer, the original Estimate will be deemed to have been withdrawn and Vulcan will endeavour to prepare a new Estimate for the Customer.
- 2.7. The Customer must confirm acceptance of an Estimate by signing and returning the Estimate to Vulcan by the date provided in the Estimate or if no date is specified in the Estimate, by the date that is 28 days from the date of the Estimate (**Date of Acceptance**). Any Estimate signed and submitted to Vulcan after the date of Date of Acceptance will not be processed by Vulcan and the Customer must submit a new request for an estimate.
- 2.8. Vulcan may vary or withdraw an Estimate at any time by giving written notice to the Customer.

3. Payment

- 3.1. Following acceptance of an Estimate in accordance with clause 2, Vulcan will provide an invoice to the Customer for 50% of the amount specified in the Estimate (**Deposit**).
- 3.2. The Customer must pay the Deposit to Vulcan within the time specified in the invoice.
- 3.3. The Customer acknowledges that Vulcan will not commence any work in relation to the Goods until the Deposit has been received by Vulcan.

4. Delivery

- 4.1. Unless expressly agreed between the parties, all Goods specified in an Estimate will be delivered to one address only.
- 4.2. The Customer must ensure that:
 - (a) Vulcan has adequate access at the designed delivery address to deliver the Goods; and
 - (b) it is safe for Vulcan to deliver the Goods at the designed delivery address, including that all applicable health and safety laws and regulations are complied with.
- 4.3. Any request to change the date of delivery of the Goods, must be submitted in writing by the Customer to Vulcan as soon as possible. Vulcan will endeavour to accommodate such requests. Vulcan reserves the right to charge the Customer for storage of any Goods where the Customer has requested a new delivery date that is after the initial delivery date.

5. Orders and returns

- 5.1. Orders for Goods may only be cancelled or varied with Vulcan's prior written consent (with may be given at Vulcan's sole discretion).
- 5.2. As the Goods are made to order for the Customer, no returns of any Goods will be accepted by Vulcan.

6. General

- 6.1. Vulcan reserves the right to review and amend these Additional Terms at any time (**Amendments**). Any Amendments will be posted on Vulcan's Building Systems website (www.buildingsystems.vulcan.co) and the "last updated" date will be changed. By continuing to order Goods from Vulcan, the Customer agrees to be bound by the Amendments. Vulcan recommends that its Customers regularly review these Additional Terms to see any updates or changes to Vulcan's Additional Terms.