

# STANDARD TERMS & CONDITIONS

## Conditions of Offer

This offer is conditional upon all of the terms and conditions contained herein being included in any proposed form of contract between the parties.

It is a further condition of this offer that You complete a Schiavello Credit Application in accordance with the Schiavello Group of Companies Credit Application Procedures (as they may be adjusted from time to time) to Schiavello's reasonable satisfaction and return a credit search result in relation to any credit enquiries conducted by Schiavello which in its opinion, acting reasonably, is satisfactory to it.

Failure to comply with these preconditions in their entirety will result in this offer being formally revoked.

For the purposes of this offer:

- \_ 'Our' and 'We' means and refers to Schiavello.
- \_ 'Schiavello' means the member of the Schiavello Group of Companies making this offer (or named on it) and / or, as the context requires, any subsidiary or related entity or other members of the Schiavello Group of Companies as applicable insofar as they are involved in or related to this offer.
- \_ 'You' and 'Your' means you, the party that has requested this offer be made to it or to whom this offer is made, and where applicable also any ultimate beneficiaries or recipients of the goods and / or services offered (where You are not that party).
- \_ 'Date of this offer' means the date upon which Schiavello can demonstrate it conveyed the Offer to You (whether by e-mail, facsimile, courier, post, or hand delivery).

## Confidentiality

It is a condition of this offer that all information provided by Schiavello to You is kept in the strictest of confidence.

You cannot provide either copies of or the details of any pricing, products specifications, drawings or other technical information, or any information relating to Schiavello Intellectual Property or financial or other operational matters to anyone else without express prior written consent by Schiavello. This includes any other members of Your Project Team even in respect to this Offer.

Schiavello reserves the right to require You, and any directors, agents, representatives, employees, subcontractors or consultants to enter into a Deed of Confidentiality in respect to this Offer on terms satisfactory to Schiavello in its absolute discretion.

## Acceptance

This Offer shall remain open for acceptance for a period of 30 calendar days from the date of this Tender. This Offer, or any subsequent revised written quotation or variation thereto, when accepted, shall constitute the final agreement between the

parties and contain all the relevant terms and conditions of the Agreement.

If, in requesting this Offer, You provided Schiavello with a proposed form of Letter of Intent, Purchase Order, or Contract for its consideration please note that Schiavello reserves its rights to review and propose changes to that document to reflect the terms and conditions of this Offer and Schiavello shall not be taken to have accepted its terms and conditions unless otherwise indicated by it in writing to you with specific reference to this clause of this Offer.

## Letters of Intent

Any Letter of Intent or other document of a similar nature or purpose (however described) requesting or requiring Schiavello to commence Works before execution of a formal Contract issued to Schiavello in respect of this Offer must:

- \_ Acknowledge that Schiavello is requested to proceed with the supply of Goods and Services pursuant to this Offer on the terms and conditions outlined in this document and that these terms and conditions shall continue to apply unless subsequently superseded by a mutually agreed Contract;
- \_ Indicate that a proposed form of Contract shall be provided to Schiavello for its review and that it shall be afforded an opportunity to propose amendments before mutually agreeing the terms of that Contract;
- \_ Acknowledge and agree that You are liable to pay Schiavello for any works undertaken by it or materials procured by it in reliance on this letter whether before the execution of any Contract or after;
- \_ Acknowledge how much Schiavello shall be entitled to be paid under this Letter of Intent, when it can claim for that amount or any portions thereof, and when payment shall be made in respect of any such claims made- such terms to be mutually agreeable to Schiavello; and
- \_ Acknowledge that any variations to the Scope of Works, Drawings, Specifications etc occurring following the issue of this Letter of Intent shall be considered to be a variation entitling Schiavello to adjust its price accordingly.

Schiavello will not commence any Works in respect of this Offer in reliance on any Letter of Intent that does not satisfy the above minimum requirements or any additional requirements notified to You by Schiavello after the date of this Offer.

## Commencement and Continuity of Works

This offer is conditional upon:

- \_ Schiavello's Works not commencing until ceiling tiles are closed and in place, overhead service works are complete, painting of perimeter walls is complete, carpet works are complete and floor plastic coverings have been pulled up.
- \_ Works only occurring within normal working hours.
- \_ Strict and uninterrupted continuity of Works following their

# STANDARD TERMS & CONDITIONS

---

commencement and a single delivery of all required Goods and Materials.

Where Schiavello's Works are required to commence before the above Site conditions have been met or where the Program for the Completion of the Works to which this Offer relates is staged or involves staged deliveries, or where Schiavello's continuity of Works is interrupted following their commencement due to delays beyond Schiavello's reasonable control, or where works are required to occur outside normal working hours then additional costs shall apply and will be recoverable by Schiavello from You.

## Government Tax

Unless specifically stated, our price does not include any State and/or Federal Tax or any other taxes or charges. Any pending or future changes to Government imposts or other taxes and charges (howsoever described) have not been taken into consideration in the contract price and consequently will be added to or subtracted as the case may be (or the net impact thereof as applicable). All government imposts or other taxes and charges liability and alterations shall not be borne by our company but shall be passed on to you.

## Rise and Fall

Our offer will remain a fixed lump sum price not subject to rise and fall provided that your acceptance is received prior to the earliest of the following events occurring:

- \_ The expiry of 30 calendar days from the date of this offer.
- \_ The publication of new Consumer Price Index (CPI) figures by the Australian Bureau of Statistics.
- \_ The annual increase in the wage rates, allowances, and other payments under Schiavello's current Enterprise Bargaining Agreement with its employees.
- \_ An increase in Site Allowances payable by Schiavello to its employees either under Schiavello's current Enterprise Bargaining Agreement (EBA) with its employees or pursuant to a decision of the Victorian Building Industry Dispute Board or a Court or Tribunal having jurisdiction to determine these matters.
- \_ An increase in any applicable Allowances or Rates of Reimbursement (other than those identified immediately above in (d) hereof) payable by Schiavello to its employees either under Schiavello's current Enterprise Bargaining Agreement (EBA) with its employees or pursuant to a decision or direction of the Australian Taxation Office, other Statutory or Government Agency or any Court or Tribunal having jurisdiction to determine these matters.
- \_ The annual increase in the price of Goods charged to Schiavello by the Suppliers of any Goods forming part of this offer (including but not limited to Bene, Tecno, Humanscale, and Schiavello Group Manufacturing Businesses and Entities etc). Annual price increases by Suppliers of Goods to

Schiavello shall apply to all products and goods acquired directly from these Suppliers after the date they become effective (which differs by Supplier) irrespective of the date of the placement of any Order with Schiavello.

- \_ Fluctuations in foreign exchange rates after the Date of this Offer. The value of this offer has been calculated, where it contains Goods or Products acquired by Schiavello in a foreign currency other than \$AUD, at an exchange rate prevailing between the currency the goods have been acquired in and \$AUD as at the Date of this Offer, Should this exchange rate fluctuate between the date of this Offer and the date Schiavello is required to pay for the Products forming part of this offer the price of the goods and products so affects forming part of this Offer shall be subject to adjustment to reflect the prevailing Exchange Rate at that time irrespective of the date of the placement of any Order with Schiavello.

In the event of any one of the above events occurring during the performance of any Works forming part of this Offer then Schiavello's Offer shall automatically be subject to increasing adjustment to accommodate and include any costs increases including but not limited to CPI increase (in accordance with the measure published for CPI All Groups, Weighted Average of Eight Capital Cities), or any increase in wage rates, allowances, and other payments under Schiavello's current EBA with its employees or any increases to Site Allowances payable (either under Schiavello's EBA or the decision of the Victorian Building Industry Dispute Board or Court or Tribunal) etc. or any increases to other Allowances payable (either under Schiavello's EBA or pursuant to the direction or decision of the ATO or other statutory or government agency, or Court or Tribunal) etc or currency fluctuations etc.

Pricing contained within this Offer is also conditional upon the supply of all quoted items and other conditions expressed in this Offer. The Adjustment of quantities or the separate procurement of additional items subsequently or the failure to meet other conditions expressed within this offer will require the Offer to be repriced by Schiavello to account for any and all changes including but not limited to changes required in shipping and other transport costs etc or any out of hours works etc and Schiavello hereby reserves the right to do so.

Upon request, you shall be notified of any such increasing adjustments to Schiavello's price.

## Terms and Conditions of Payment

In most cases, payment will be required in accordance with the table below but where You have not completed a Schiavello Credit Application to Schiavello's reasonable satisfaction and / or have returned a credit search result in relation to any credit enquiries conducted by Schiavello which in its opinion, acting reasonably, is unsatisfactory to it Schiavello reserves the right to require modified payment terms and / or security for the entire value of the Offer from You.

# STANDARD TERMS & CONDITIONS

Contract Sum / Value of Offer (ex GST)	Payment Terms Applicable
\$0.00 - \$19,999.99	<ul style="list-style-type: none"> <li>_ Minimum deposit of 50% of Offer Value;</li> <li>_ Further 25% advanced payment prior to Delivery of Goods; and</li> <li>_ Balance on Delivery of Goods.</li> </ul>
\$20,000.00 - \$39,999.99	<ul style="list-style-type: none"> <li>_ Minimum deposit of 50% of Offer Value; and</li> <li>_ Balance on Delivery of Goods.</li> </ul>
\$40,000.00 - \$99,999.99	<ul style="list-style-type: none"> <li>_ Minimum deposit of 30% of Offer Value; and</li> <li>_ Balance within 30 days of Invoice to be issued following Delivery.</li> </ul>
\$100,000.00 and above	<ul style="list-style-type: none"> <li>_ 30 days from Invoice or Progress Claims (if Schiavello agrees to claiming payment periodically).</li> </ul>

In addition to the above, payment of a deposit will be required where Schiavello is requested to pay a deposit by any of its Suppliers. The amount of the deposit required in this regard shall correspond with that required by Schiavello's Supplier/s.

## Interest Charges

Interest at the rate fixed by the Attorney-General under section 2 of the Penalty Interest Rates Act 1983 (Vic) plus 2% shall be payable by you on all monies outstanding and unpaid after 45 days from the date of our invoice. Interest then will be applied as from the due date of invoice on a daily basis until clear payment in full is received by Schiavello.

## Leasing of Goods

- \_ In the event that leasing is required, leasing arrangements must be finalised with your selected leasing institution before commencement of any work. The leasing institution must provide us with a letter of approval and undertake in writing to fulfil payment of all money due to us pursuant to this order.
- \_ If during the course of the contract, you decide to lease the goods, the subject of this order, then the said goods will be re-invoiced to the leasing institution nominated by you. Interest shall be charged on the amount owing at the rate of 2% per month or part thereof and become due and payable as from the due date of the original invoiced.

## Ownership

Risk in the goods passes to you at the time of dispatch from Schiavello's premises (or the premises of any of Schiavello's Suppliers or Subcontractors if applicable).

You agree to insure the goods as bailee and agent of Schiavello (or Schiavello's Suppliers or Subcontractors if applicable) and you agree to maintain such insurance as current and pay all premiums when due in the name of Schiavello.

Property, title and ownership passes to you only on receipt by Schiavello of clear payment in full of all monies owing to Schiavello for all goods and/or services supplied by it.

## Retention of Title

Until property, title and ownership passes to you and without prejudice to any other rights of Schiavello.

- \_ You shall separately hold/store the goods as a fiduciary bailee and/or Agent of Schiavello and appropriately mark the goods as such, until the goods have been paid for in full.
- \_ You as Agent of Schiavello shall keep separate records in relation to the proceeds of the sale of any goods which have not been paid for, bank the proceeds of any such sale into a separate account in trust for Schiavello and immediately remit such funds to the Credit of Schiavello; and
- \_ If any goods are used in a manufacturing process or mixed with other materials, you shall record the value of the goods so consumed in relation to each unit of finished product and upon sale of any unit of finished product immediately remit that amount from the proceeds of sale to Schiavello.

If You do not pay for any goods and / or services on the due date for payment specified in this Offer, Schiavello is hereby irrevocably authorised by You to enter Your premises during business hours (or any premises under Your control) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the You whatsoever including any liability associated with the making good of the premises after the removal of the goods.

## Consent to Personal Property Security Register Registrations by Schiavello

By virtue of the matters referred to immediately above in the sections entitled 'Ownership' and 'Retention of Title' respectively You hereby irrevocably agree with, consent to, and authorise Schiavello to register its interest in the goods supplied under this Offer on the Personal Property Security Register and further agree that You will enter into any further or other Agreement/s witnessing this agreement, consent, and authority as may be required by Schiavello in its absolute discretion to perfect its entitlements in this regards.

## Product Warranty

We undertake to warrant Schiavello proprietary products as designed and manufactured by the Schiavello Group of Companies against faulty material and workmanship for the periods specified in the following table, commencing from the date of installation:

# STANDARD TERMS & CONDITIONS

Schiavello Product Type or Name (if specific warranty applies to particular Products)	Standard Schiavello Warranty Period
Schiavello Seating Products	3 years
Schiavello Electric Adjustable Desk Mechanisms (including electric drive and control components)	3 years
All Other Schiavello Products	5 years
Any product (including but not limited to Bene, Tecno, and Humanscale products and all laminate tops, fabrics, veneers and other special finishes) which is manufactured and supplied to Schiavello by another Manufacturer or Supplier outside the Schiavello Group of Companies.	Not applicable. These products are not warranted by Schiavello but the Manufacturer's warranty given to Schiavello by each Manufacturer or Suppliers will be assigned to You where possible and held on trust for your benefit where assignment is not possible.

The standard Warranty hereby offered by Us is conditional and subject to the terms and conditions spelt out on the standard Schiavello Warranty document. A copy is available for inspection upon request.

Please note that whilst additional warranty periods and / or requirements can / might be able to be negotiated as required to accommodate specific client requirements and / or ESD / Greenstar principles and requirements these are not included as standard and must be specifically requested by You prior to acceptance of this Offer.

Standard Schiavello Warranty conditions include, but are not limited to, all workstations, desks and any of the warranted products being relocated and re-configured only by Schiavello or under Schiavello supervision if the need arises. This warranty is also subject to all warranted goods not having been misused and only used for the purpose for which the product has been built for.

## Security

Where the Order to which this Offer relates:

- \_ Is \$100,000 or above in value then Schiavello may, at its absolute discretion, provide security by way of 1 or more unconditional Bank Guarantees with fixed expiry dates not exceeding 6 months after the date for Practical Completion and / or the expiry of the Defects Liability Period;
- \_ Is below \$100,000 in value then Schiavello may, at its absolute discretion, provide security by way of cash retention to the maximum value of 10% of each progress claim to a sum equal to 5% of the value of the Contract Sum / this Offer.

In either case half of the Security provided by Schiavello shall be returned upon achievement by Schiavello of Practical Completion. The balance shall be returned upon the expiry of any applicable Defects Liability Period.

Where You have either not completed a Schiavello Credit Application to Schiavello's reasonable satisfaction and / or have returned a credit search result in relation to any credit enquiries conducted by Schiavello which in its opinion, acting reasonably, is unsatisfactory then Schiavello also reserves the right to require security for payment to be provided by You to Schiavello in its absolute discretion;

No Parent Company Guarantees are offered by Schiavello as a part of this Offer.

## Novation

In the event that it is proposed to Schiavello that its Contract with You be novate, assigned or otherwise legally transferred to another party then Schiavello reserves the right to:

- \_ Require that party to complete a Schiavello Credit Application to Schiavello's reasonable satisfaction;
- \_ Undertake a credit search or such other credit enquiries as Schiavello sees fit in respect of that party;
- \_ Withdraw its Offer or decline or refuse to be novated to the party proposed by You in the event that:
  - \_ It declines or refuses to complete a Schiavello Credit Application to Schiavello's reasonable satisfaction; or
  - \_ It returns a result in relation to any credit enquiries conducted by Schiavello which in Schiavello's opinion, acting reasonably, is unsatisfactory to it.
- \_ Schiavello may, at its absolute discretion, elect to proceed with the novation of its contract to another party proposed by You (but is under no obligation to do so) in the event that You or another party nominated or approved of by Schiavello (including but not limited to the party You have proposed or another party) agrees to and does provide additional security for the benefit of Schiavello in respect of this Offer and its entitlement to payment.

Such security may include but shall not be limited to cash bonds, unconditional financial undertakings, parent company guarantees, performance bonds or such other forms of security as agreed to (on such terms) as Schiavello determines in its absolute discretion.

## Defects Liability

A maximum Defects Liability Period of 52 weeks shall apply commencing upon the achievement by Schiavello of Practical Completion. No extensions to this period or "double defects periods" shall apply.

## Approval of Relevant Authorities

You shall be responsible for obtaining all approvals and permits from any relevant authority and for payment of all fees in relation thereto.

## Cancellation of Order

In the event that this Offer or any Order resulting therefrom

# STANDARD TERMS & CONDITIONS

---

shall be cancelled by You then:

- \_ Where manufacture of the goods by Us has not commenced and no expenditure or expense has been incurred by Us in respect of this Offer then a minimum fee of 10% of the contract price / total of the Offer shall be payable by You;
- \_ Where production of the goods has commenced prior to cancellation or expenditure or expense has been incurred by Us in preparation for production, then You shall be liable for the payment of the costs of production or expense up to the date of cancellation plus payment of loss of profit and damages suffered by Us as a result of such cancellation (where such sum amount shall not be less than 10% of the contract price / total of the Offer).

## Contra Charges

Contra charges or back charges applied against amounts owing to Schiavello are not acceptable under the terms of this Offer and the full amount of the contract value / Offer must be paid to Schiavello and any dispute concerning contra charges or back charges resolved separately.

## Making Good

This quotation does not include any allowance for making good to existing building structure: i.e. floors, walls or ceilings, re-painting, electrical work or alterations to communication cabling voice and data etc..., unless stated in this letter. Additional charges shall apply for any Works of this kind undertaken by Us for You.

## Protection

- \_ Floor Protection: If partitions are to be installed over finished floor, adequate protection is to be provided by others at no expense to Schiavello.
- \_ Schiavello Product Protection: Once Schiavello has achieved Practical Completion of the Works to which this Offer relates adequate protection of all of the Products and other Works performed or installed by it is to be provided by others at no expense to Schiavello.

Schiavello will not rectify damage done to or inflicted by others upon its Works or Products after it has achieved Practical Completion for free. Extra charges shall apply to any rectification required in this regard.

## Dust Free Equipment

The nature of our work will create some dust.

NOTE: Where dust free equipment is situated within the area where work is being carried out, or within an area where dust may infiltrate, it is your responsibility to protect and assure that all equipment remains protected at all times during the course of this work.

## Cleaning

Our Offer includes an allowance for trade cleaning only. Note:

Trade cleaning is to remove rubbish or materials only and to remove and clean any trade marks, i.e. chalk marks or similar on glass which has been caused by Schiavello.

## Facilities

Suitable electric power and lighting, hoisting and toilet facilities are to be provided by You free of charge to Us.

## Site Conditions

We have allowed in our price for a 5 day / 36 hour week, working within normal working hours as outlined by the current Schiavello Enterprise Bargaining Agreement. We have not allowed for any special site allowance for a specific site where You may have agreed same with Unions.

Since we have not allowed for costs relating to Industrial or Safety issues not of our making, if such incident should occur we expect to receive full reimbursement.

This quote, unless specifically stated otherwise, does not include any special provisions/processes/costing required to remove/handle/treat any hazardous toxic or carcinogenic materials (including asbestos) which may be found on/within the site. Additional charges shall apply for any Works of this kind undertaken by Us for You.

## Delivery

Schiavello shall charge You for the delivery of any Goods forming part of this Offer separately and You shall pay those charges. Unless otherwise indicated in writing elsewhere in this Offer, delivery costs shall not form part of the quoted unit price for any Goods subject to this Offer.

## Delivery & Lead Times

The Supplier agrees to deliver the Products to the Company, in accordance with lead times outlined in the submission and requested times as provided in the Purchase Order (Date of Delivery). Both parties agree, time is of the essence.

The Supplier reserves the right to alter, including to increase the lead times outlined in the submission (unless mutually agreed between the parties) the Date of Delivery or suspend the delivery of the Products, by a period of up to 30 days, at any time before the original Date of Delivery by way of notice to the Supplier in writing.

The Company acknowledges some of the materials and components that are incorporated into the Products (including the Product itself) may be sourced from both local and overseas suppliers. Accordingly the Company further acknowledges that this may necessitate the modification of all or part of the trade lanes and work procedures upon any prevailing circumstances that may arise from a force majeure event such as a natural disaster or epidemic. Accordingly the Supplier reserves the right to vary the prices quoted in submission by passing on to the Company any costs, fees, taxes or charges that may be imposed

# STANDARD TERMS & CONDITIONS

on it as a result of securing the delivery of the materials and components that are incorporated into the Products.

Delivery methodology and solutions will be mutually agreed between the parties and documented by the Supplier and the Company to reflect best industry practice. The Supplier agrees to deliver to each of the Company's CBD sites the full contents of the Products. Where split deliveries are requested by the Company, such deliveries may incur delivery and installation surcharges which will be the responsibility of the Company.

## Transport of Goods By You

In the event that You elect to arrange for the collection, transportation, and delivery of any Goods forming part of this Offer to Site it is a requirement of this Offer that You will require your nominated transport and logistics provider (or employees, agents, or servants as the case may be) to fully comply with Schiavello Group of Companies Central Dispatch Transport Scanning Requirements and policies and all other reasonable directions of Schiavello Central Dispatch Staff.

Schiavello may refuse- without penalty or consequence- to allow the loading of an Goods forming part of this Offer in the event that the above Requirements, Policies, and Directions are not complied with by your nominated transport and logistics provider (or employees, agents, or servants as the case may be). A copy of the Schiavello Central Dispatch Transport Scanning Requirements and any other relevant policies are available for inspection upon request.

## Liquidated Damages

Schiavello's offer is subject to the following maximum liquidated damages for delays arising due to its failure to achieve Practical Completion or Final Completion on time:

Contract Value	Maximum Liquidated Damages Rate Applicable
\$1.00- \$5,000,000.00	Daily maximum of 0.1% of Contract Sum / Offer Total cap on liability = 2% of Contract Sum / Offer
\$5,000,001.00 - \$10,000,000.00	Daily maximum of 0.5% of Contract Sum / Offer Total cap on liability = 1.5% of Contract Sum / Offer
\$10,000,001.00 plus	Daily maximum of 0.5% of Contract Sum / Offer Total cap on liability = 1% of Contract Sum / Offer

## Qualifying Causes of Delay and Extensions of Time

Schiavello's Offer is subject to Extensions of Time being available to it for any delays arising during the performance of its Works which are beyond its reasonable control (including but not limited to industrial relations issues, latent conditions, adverse weather conditions, delays by others etc). Any event causing delay beyond Schiavello's reasonable control shall be a Qualifying Cause of Delay for the purposes of any Contract entered into by the Parties.

## Prolongation Costs

Schiavello's offer is subject to delay damages / prolongation costs being payable to it for any delays arising which are beyond its reasonable control (including but not limited to industrial relations issues, latent conditions, adverse weather conditions, delays by others including delays in shipping, delays by Customs in releasing goods, or delays in delivery by Suppliers to Schiavello such as Bene, Tecno, and Humanscale etc).

The value of any prolongation costs shall be determined on a project by project basis, shall be identified in advance, and shall be included in any Contract entered into by the parties.

They shall include, among other things, both delay costs (in terms of daily site costs, labour rates etc) and storage fees (both pre-access and post). In the event of any delays arising beyond Schiavello reasonable control prior to it gaining access to Site or being able to complete the delivery of all Goods and Materials to Site then Schiavello shall be entitled to make a Progress Claim for the cost of all Goods and Materials acquired by it prior to the delay arising as well as for the costs of any storage required during the continuation of delay.

## Acceleration Costs

Acceleration Costs shall be payable to Schiavello where delays arise during the performance of its Works which are beyond its reasonable control but the Date for Practical Completion of its Works is not adjusted accordingly. Any additional costs and expenses incurred or extra resources dedicated by Schiavello in order to achieve the original Date for Practical Completion notwithstanding the occurrence of delay beyond Schiavello's reasonable control shall be recoverable by it in full.

## Insurance

Schiavello's offer is made on the basis of its standard standing insurance coverage. The Schiavello Group of Companies maintains for the benefit of all of its members a number of standard insurance policies including, among others:

- Public Liability Insurance
- Products Liability Insurance
- Professional Indemnity Insurance
- Workers Compensation Insurance
- Motor Vehicle Insurance
- Contracts Works Insurance.

Due to the commercially confidential nature of these policies copies will not be made available for inspection but the currency of these policies can be confirmed upon request by the production of a Certificate of Currency from Schiavello's Insurance Broker from time to time. Schiavello will not, as a part of this Offer, provide joint named insurance cover or arrange for a waiver of subrogation to be effected in respect of any of the above policies of insurance.

Where possible, Schiavello will, however, note Your interests as 'Principal' on such policies if applicable.

# STANDARD TERMS & CONDITIONS

---

None of the above policies offer any protection or indemnity to You for liability arising from Your own actions.

## Variations

No variations to this Offer will be effected, processed, or actioned until the full scope and value is agreed and documented in writing by You and agreed to by us.

## Engagement of Subcontractors and Suppliers

Schiavello shall engage subcontractors and suppliers on any contractual terms it sees fit, including but not limited to Schiavello's Purchase Order Terms and Conditions, Schiavello's Subcontract Agreement, and / or Schiavello's Construction Management Trade Contract.

## National Code of Practice for the Construction Industry

Schiavello's Offer assumes compliance with the National Code of Practice for the Construction Industry is required and Schiavello shall conduct itself in a manner that fully complies with same at all times.

## Principal Contractor

Schiavello's Offer assumes that it will not be required to act as Principal Contractor for the sake of any Workplace Health and Safety law in respect of this Offer. Additional charges shall apply for any Works of this kind undertaken by Us for You.