



ANGRY ANT ASPHALT

1. Definitions

“**Contractor**” means Angry Ant Asphalt Pty Ltd (ABN 40 159 758 335).

“**Client**” means the person or entity accepting the Quotation.

“**Works**” means the asphalt supply, preparation, placement and related services described in the Quotation.

“**Quotation**” means the written price offer issued by the Contractor for the Works, including any scope, assumptions and exclusions.

“**Variation**” means any change to the scope, quantities, dimensions, specification, location, access, conditions or timing of the Works.

2. Quotation & Acceptance

1. Quotations are valid for **30 days** from the date of issue unless otherwise stated.
2. Acceptance may be by signature, purchase order, email confirmation, SMS confirmation or verbal instruction to proceed.
3. Acceptance constitutes a binding contract subject to the Quotation and these Terms & Conditions (T&Cs).
4. If there is any inconsistency, the Quotation takes priority over these T&Cs only to the extent of the inconsistency.

3. Price, GST & Cost Adjustments

1. Unless expressly stated otherwise, all prices are **exclusive of GST**. GST will be added at the applicable rate.
2. The price is based on the information, quantities, access and site conditions known when the Quotation is issued.
3. If, after the Quotation date, there is a demonstrable increase in asphalt, bitumen, fuel, cartage, disposal, statutory charges or supplier costs outside the Contractor's reasonable control, the Contractor may propose a corresponding price adjustment. The Contractor must give the Client written notice and a reasonable explanation before the affected Works proceed. If the Client does not accept the adjustment, the Client may cancel the unperformed portion of the Works without a cancellation penalty, but must pay the original contract price for Works already performed and the Contractor's reasonable, unavoidable and non-recoverable costs already incurred or committed.
4. Unless expressly stated as a fixed lump sum, quantities and tonnages are estimates and the final price may be adjusted to reflect actual quantities supplied or work performed.

4. Payment Terms

1. **Default terms – COD:** Unless prior written credit arrangements are approved by the Contractor, payment in full is due on completion of the Works by cleared electronic funds.
2. **Progress payments (where pre-approved):**
 - **50% deposit** payable before mobilisation or commencement;
 - **50% balance** payable on the day the Works are completed.
3. Credit card payments attract a **1.95% surcharge plus \$0.30 per transaction**.
4. No retention may be withheld unless expressly agreed by the Contractor in writing before acceptance of the Quotation.
5. **Late payment:** Amounts outstanding beyond the agreed due date accrue simple interest at 1.5% per month (18% p.a.), plus all reasonable debt recovery and legal costs.
6. The Contractor may suspend or postpone the Works while any amount is overdue, without liability for resulting delay or cost.

5. Variations & Latent Conditions

1. Any change requested by the Client to the scope, quantities, dimensions, specification, location, access or timing constitutes a Variation and may alter the price and program.
2. Latent or unexpected conditions, including rock, unsuitable or soft soils, unstable base, concealed services, contamination, excess moisture or inadequate drainage, will be treated as Variations.
3. Variations must be authorised in writing, including by email or SMS, before additional work proceeds wherever reasonably practicable.
4. A Variation may identify the changed work, price or method of calculation, effect on timing, person authorising it and how it will be invoiced.
5. Where immediate action is reasonably required for safety, to protect the Works or property, or to avoid further loss, the Contractor may perform only the work reasonably necessary in the circumstances and charge the reasonable cost. The Contractor will notify the Client as soon as reasonably practicable.

6. Site Access, Readiness & Client Responsibilities

1. The Client must provide clear, safe, lawful and all-weather access for plant, personnel, trucks and materials.
2. The Client must ensure the work area is cleared, accessible and ready at the agreed commencement time.

3. If the site is not ready, safe or accessible, the Contractor may charge reasonable and demonstrable waiting time, establishment, demobilisation, remobilisation, plant, labour and material costs actually incurred as a result.
4. The Client must accurately locate and clearly mark all underground and concealed services before work starts. The Contractor is not liable for damage to services that are unmarked, incorrectly marked or not reasonably discoverable.
5. The Client is responsible for obtaining permits, approvals and consents unless expressly included in the Quotation.
6. Where the pavement, base course or subgrade is prepared or supplied by the Client or others, the Client must ensure it is properly designed, compacted, drained, stable and suitable for the intended traffic loading. The Contractor gives no warranty for failure caused by unsuitable or inadequately prepared underlying materials.

7. Postponement, Cancellation & Suspension

1. The Client must give reasonable written notice of any postponement or cancellation.
2. The Client is responsible only for the Contractor's reasonable, demonstrable and non-recoverable costs actually incurred or committed because of the postponement or cancellation, including non-refundable asphalt or material orders, supplier cancellation charges, labour, mobilisation, plant, demobilisation and remobilisation. Any administration charge must reasonably reflect the Contractor's actual administrative cost and must not operate as a penalty. The Contractor will take reasonable steps to minimise its loss and will provide a cost breakdown on request.
3. The Contractor may suspend or terminate the Works where the site is unsafe or inaccessible, payment is overdue, required instructions or approvals are not provided, or the Client otherwise materially prevents the Works from proceeding. The Contractor must give reasonable notice where practicable and any response must be proportionate to the circumstances.
4. Suspension or postponement may reasonably extend the completion date. The Client is responsible for reasonable and demonstrable additional costs caused by the Client's act, omission or breach, charged at the rates stated in the Quotation or, if no rate is stated, at reasonable current rates.

8. Pavement Design, Construction & Practical Completion

1. Pavement thicknesses are nominal averages. Minor deviations arising from normal construction tolerances do not constitute a defect.
2. Any pavement design or thickness recommendation supplied by the Contractor is a practical recommendation only and is not a certified engineering design. The Client should obtain independent engineering advice where certification or a specific loading design is required.
3. Pavements are designed for light-vehicle traffic unless the Quotation expressly states otherwise.
4. The Works are practically complete when substantially complete and capable of being used for their intended purpose, despite minor omissions or defects that do not prevent reasonable use.
5. The Client must follow all directions regarding curing, traffic access and use of the new asphalt surface.

9. Warranty & Defects

1. The Contractor provides a **12-month workmanship and materials warranty** applying only to the new sealed asphalt surface installed by the Contractor.
2. This express warranty does not cover a defect or failure to the extent caused or contributed to by:
 - cracking, settlement, movement or failure caused by the existing pavement, base, subgrade or natural ground movement;
 - reflective cracking from existing cracks, joints or movement beneath the new surface;
 - base work, preparation, drainage or other work completed by the Client or another contractor;
 - heavy vehicles, machinery, point loading, skips, outriggers or traffic exceeding the stated design;
 - petrol, diesel, oil, chemicals, tree roots, weeds, vegetation, extreme heat, significant rain, storm, flood or other external events;
 - damage caused by early access, turning or stationary tyres, power steering, braking or use contrary to the Contractor's directions;
 - minor colour, texture, aggregate or surface variations inherent in asphalt products and placement; or
 - water or drainage issues outside the Contractor's quoted scope.
3. To make a claim under this express warranty, the Client must notify the Contractor in writing as soon as reasonably practicable after becoming aware of the alleged defect and within the 12-month warranty period. The notice must describe the alleged defect and, where reasonably available, include photographs, the site address, quotation or invoice number and the date the defect was first observed. The Client must provide reasonable access for the Contractor to inspect and, where applicable, rectify the issue before engaging another contractor, except where urgent action is reasonably required to prevent injury or further property damage.
4. If a claim is accepted under this express warranty, the Contractor will, within a reasonable time and at its election, rectify or re-perform the affected part of the Works. This does not limit any remedy the Client may have under the Australian Consumer Law.

5. Warranty provider and claims contact:

Angry Ant Asphalt Pty Ltd (ABN 40 159 758 335)

Business address: Davis Lane Brendale

Telephone: 0424 957 285

Email: admin@angryantasphalt.com.au

Warranty claims may be sent to the email or business address above. The Contractor will acknowledge the claim and arrange an inspection or request further reasonable information where required.

6. The Contractor will bear its reasonable inspection and rectification costs for a valid claim under this express warranty. The Client bears its own costs of preparing and submitting the claim. The Contractor is not responsible under this express warranty for costs incurred by the Client in engaging another contractor without first giving the Contractor a reasonable opportunity to inspect and rectify, except where urgent action is reasonably required to prevent injury or further property damage. This does not limit any right or remedy under the Australian Consumer Law.

7. The benefits provided by this express warranty are in addition to other rights and remedies available to the Client under law.

8. Australian Consumer Law notice:

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value

You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

10. Exclusions (unless expressly included in the Quotation)

- Site traffic management, traffic control plans, controllers and devices;
- Tip fees and disposal of spoil, contaminated material or unexpected waste;
- Line marking, kerb works, landscaping, fencing or signage;
- Service location, relocation, protection or repair;
- Permit fees and council, body corporate, landlord or utility approvals;
- Engineering design, testing, certification or survey work; and
- Drainage or water-mitigation works beyond standard surface cross-fall.

11. Force Majeure

The Contractor is not liable for delay or failure to perform caused by events beyond its reasonable control, including industrial action, extreme weather, plant breakdown, asphalt plant closure, supply shortages, government restrictions, fire, flood or other natural events. Time for performance is extended for the period reasonably affected.

12. Indemnity & Limitation of Liability

1. To the extent permitted by law, the Client indemnifies the Contractor against claims, losses, costs or damage only to the extent caused or contributed to by:
 - the Client's breach of the Quotation or these T&Cs;
 - inaccurate or incomplete information, plans, measurements or instructions supplied by the Client;
 - unmarked or incorrectly marked services, hazardous materials or unsafe site conditions; or
 - work, design, materials, base or subgrade supplied by the Client or others.
2. Subject to any consumer guarantee, right or remedy that cannot lawfully be excluded or limited, and to the maximum extent permitted by law, the Contractor's liability is limited, at the Contractor's election, to re-supplying or rectifying the affected Works or refunding the price paid for the affected Works. This limitation does not apply to liability caused by the Contractor's fraud, wilful misconduct or negligence to the extent it cannot lawfully be limited.
3. Nothing in these T&Cs excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or other applicable legislation.

13. Dispute Resolution

The parties must first attempt to resolve any dispute by good-faith negotiation. If unresolved within 14 days, either party may refer the matter to mediation under the Resolution Institute Rules before commencing litigation, except where urgent relief or debt recovery is required.

14. Governing Law

These T&Cs are governed by the laws of Queensland, and the parties submit to the non-exclusive jurisdiction of Queensland courts and tribunals.

Issued by: Angry Ant Asphalt Pty Ltd
Effective: 27 June 2025