

Fero Group of Companies incorporating:

FERO GROUP PTY LTD
ABN 44 009 073 572

FERO REINFORCING PTY LTD
ABN 14 131 546 631

FERO STRATA SYSTEMS PTY LTD
ABN 73 107 003 485

FERO GROUP (QLD) PTY LTD
ABN 62 124 166 105

FERO BLAST FERO GALV

FERO REINFORCING

FERO STRATA



SPECIAL CONDITIONS RELATING TO ALL SURFACE TREATMENTS AND CHARGES (FERO GROUP PTY LTD ONLY)

Any order placed with Fero Group Pty Ltd deemed to be an order incorporating the following terms and conditions, as set out by Fero Group.

1. General

(a) Quotations and Prices:

Prices quoted on tonnage basis are based on the weight of the surface treated product. All prices and rates quoted are to be regarded as "minimum only" and based on quantities of not less than 100kg. All or any prices and surcharges are subject to alteration without notice.

Any alterations to original quotations should be confirmed in writing to Fero Group. Any additional works beyond the scope of works of original orders will not be treated/released until such written orders have been received.

Unless stated otherwise, all quotations are valid for a period of thirty (30) days from the quotation date. Any orders after this period may be subject to an increase in costs due to an increase in costs incurred by Fero Group.

All quotations are exclusive of Goods and Services Tax (GST), which if applicable will be paid by the client.

Fero Group may decline any order in whole or in part, at any time prior to the performance of any services, in which case Fero Group will be under no obligation in respect of the order.

(b) Claims:

Any claim or rejection of services performed should be advised to Fero Group in writing within seven (7) days of the date of invoice. Any claim not notified within this period shall be deemed to be waived.

(c) Difficult or Dangerous Items:

Difficult or dangerous items requiring special handling will be priced on the basis of hourly or item rates and not on the basis of rate per kg.

(d) Dispatch & Delivery:

In the absence of any specific agreement, any times or dates quoted for collection, dispatch or delivery are to be treated as estimates only. Fero Group will not be held liable for any costs, loss or damage arising as a result in delays or failure to deliver.

Following notification to the client that Fero Group scope of works are complete, it is expected that goods will be removed from the premises promptly. Any goods not removed within one month of completion date may be subject to additional storage or handling charge. In addition no responsibility will be taken for loss or damage to such goods.

Unless otherwise expressly agreed by Fero Group in writing, all goods treated will be available ex-works. We are not common carriers, and therefore all insurance for loss and/or damage during transport is the client's responsibility.

At the time of delivery, the client shall provide Fero Industries with a complete written list of items delivered. In the absence of a list being provided, Fero Group will not be liable for any alleged missing items.

Although all efforts will be made to assist in load out of treated goods, Fero Group will not be liable for any costs associated with the pick-ups, including but not limited to courier waiting time.

(e) Part Delivery:

Fero Group reserves the right to release or deliver finished goods in instalments, and in doing so will treat each instalment as a separate contract. This does not allow the client to cancel the balance of the order to be completed.

(f) Minimum Charge:

Minimum charge may apply to services performed and clients should check with Fero Group prior to order placement for applicability.

(g) Maximum Liability:

The liability of Fero Group to the client arising out of the performance or non-performance of the services provided, whether under the law of contract, tort or otherwise shall be limited to not more than the fee charged.

(h) Reports:

Unless otherwise agreed at the time of quotation, all quality assurance will be provided by internal staff, at levels deemed necessary by Fero Group. Any request for documentation or further inspections will be additional to original quotations. Standard cost of quality inspection documentation will be at the rate of \$20 per sheet.

(i) Sub-contracting:

Fero Group reserves the right to subcontract, any part or in full, the treatment of goods supplied.

(j) Applicability of Terms and conditions:

If any provisions of these terms and conditions should be determined to be void by any competent court under jurisdiction, then all remaining sections shall remain in full force or effect.

2. Galvanising

(a) Coating Thickness:

Although the protective zinc coating thickness applied is normally between 300 to 600g/m² of surface area, the actual thickness achieved will depend on many factors. The normal coating will provide long term corrosion prevention in normal environments, but if the circumstances demands a heavier than normal coating, or a coating has to comply to a specific standard, this can generally be supplied at a surcharge over and above the normal charge. In order to achieve this special coating, however, it is stressed that the matter should be fully discussed with our technical staff prior to fabrication, as it may entail design modifications such as the use of special steels and the necessity of shot blasting or other special preparatory services. It is further stressed that the inspection and approval of such special coating must be made by the client's responsible authority before dispatch from our premises.

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Tasmania

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Tel (03) 6431 6249 Fax (03) 6431 6359

(b) Suitability for Galvanising:

The client shall ensure that when delivered, goods to be treated are in a suitable condition for the applicable process to be carried out. Whilst every care will be taken during services performed, clients are requested to consult on job design whenever possible, as all work is accepted at client's risk. Fero Group cannot be held responsible for distortion or other defects that arise because of poor galvanizing design or other factors that are beyond our control. Distortion arises from the introduction or relief of stresses in the steel and these stresses may be present as a result of manufacture or fabrication.

(c) Steel Composition:

The grade and composition of steel should be specified to Fero Group at the time of requesting quotations. Quotations will be based on standard structural grades as covered in AS1204-250. Steels with a combined silicon/phosphorous content exceeding 0.04% may "pick up" thicker coatings of zinc, which may appear dull grey, lose uniformity and have reduced mechanical properties. No responsibility will be accepted for rejection due to silicon levels and we reserve the right to adjust our prices accordingly to allow for additional zinc usage.

(d) Long Lengths, Box Sections & Frames:

Because of the difficulties that arise in the galvanizing of large sections, any articles exceeding the following dimensions shall be subject to a 50% surcharge, unless the contrary is specified by Fero Group in writing.

Length 12800mm

Width 1550mm

Depth 2400mm

It is recommended that clients ensure before fabrication that the size and shape of the article permit it to be satisfactorily handled and processed.

(e) Venting, Drainage & Suspension:

Any sealed compartments immersed in molten zinc have the risk of causing violent explosions due to the vaporization of unsuspected trapped liquid. Tanks, closed vessels, sealed cavities and fabricated hollow sections must be drilled to allow for venting and drainage, with vent holes being at least 25% (min 8mm) of the internal diameter of the applicable section. Parts may also require suspension holes if no convenient point is available for a hook.

It is recommended that clients undertake this work after consultation with our technical staff as it is possible that measures otherwise adopted may not be satisfactory. Fero Industries reserves the right to refuse to galvanise any section which, in its opinion, may pose safety hazards within the galvanising process. In addition, customers will be held liable for damage from delivery of steel items which cause such explosions.

Where Fero Group is required to undertake such drilling, it will be charged for at an hourly rate, plus materials (if any).

(f) Clearance:

Customers should allow adequate clearance on mating surfaces such as hinges, drop handles, shackles, shafts or threaded parts, if free movement after galvanizing is required.

(g) Parts For Galvanising:

Shall be subject to a 25% surcharge of the price list applicable galvanizing rate.

(h) Welding Slag:

The customer should remove this from all welds, as acid pickling will not remove it, nor will zinc "take" over it. Fero Group will not be held responsible for rejection of work because of non-removal of welding residue, but will undertake such weld chipping at the applicable rate per hour when such service is requested.

The use of oil based anti spatter spray should be avoided as it will not dissolve in the normal process. A surcharge may be charged to remove spray. For details of water based antispatter spray available please contact Fero Group.

(i) Paint Removal:

A surcharge on the applicable rate shall apply to articles requiring paint removal before acid pickling. Only water soluble paint markers should be used for temporary markings. Please contact Fero Group for details of such markers available.

(j) Re-Galvanising:

Articles requiring the stripping of the existing zinc coating prior to re-galvanizing will be subject to a surcharge of the applicable rate. Stripping only of the existing zinc coating and not re-galvanizing shall similarly carry a surcharge of the applicable rate.

See surcharges on price list.

(k) Acid Pickling:

Unless otherwise quoted in writing, pickling only will generally be charged at 30% of the applicable galvanising rates supplied.

3. Blasting/Painting

(a) Paint Quality:

Unless otherwise agreed at the time of quotation, all quality assurance will be provided by internal staff, at levels deemed necessary by Fero Group.

Any goods released from our premises will be deemed to be inspected and passed by the client or any acting authority. It will therefore be deemed that all works carried out by Fero Group are in accordance with all specifications and requirements set out as per the client's request.

(b) Specifications:

Fero Group promotes itself as applicators, not designers. Although recommendations can be provided, specifications and coating application procedures provided from clients or their acting authorities will ultimately be used for all jobs. No actions or claims against Fero Group will be considered for incorrect specifications.