

## Terms and Conditions

Unless expressly contradicted by one of the terms in the Sections above, the following items are to be considered in full effect:

1. This Proposal is valid for acceptance for a period of 30 days from the date indicated within.
2. Commencement of work specified in this Proposal is contingent upon "Us" receiving a copy of this Proposal signed by an authorized agent of the client, **or an** official Purchase Order authorizing "Us" to commence work based on "*The Deliverables*", "*Work Scope*", "*Schedule*", "*Price*" and terms of this specific Proposal will also be accepted. "*The Client*" is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if "*The Client*" accepts services provided by idetail3D.
  - (a) Additionally, a copy of "*The Client's*" standards is required before commencement. Failure to supply such standards will indicate that "*The Client*" accepts "*Our*" interpretation of adequate Shop Drawing presentation.
3. Payment of our invoices is the sole responsibility of "*The Client*" and is not dependent on "the conditional precedent" that "*The Client*" receives funds related to "*The Project*". Responsibility of payments is assumed jointly by "*The Client*" and the "Authorizing Agent" listed on agreements related to this Proposal.
  - (a) Payments of our invoices are to be as follows:
    - i. Invoices will be submitted on the 25<sup>th</sup> of each month for work that is inclusive of that which will be completed by the end of that month.
    - ii. Invoice submission is not connected to, nor intended to coincide with "*The Schedule*".
    - iii. Payments must be received by the "Due Date" indicated on the invoice. Failure to comply may result in disruption of "*The Schedule*" for "*The Project*" and any other project that we may be working on for "*the Client*".
      - A. In addition, "*The Client*" will pay interest in the amount of 15% per annum on the overdue amount and all expenses and legal costs we incur in our attempt to collect unpaid balances.
    - iv. Payments are to be made by direct credit or wire transfer at the expense of "*The Client*".
    - v. "*The Price*" paid to us will not be subject to foreign taxation, tariffs, retentions, royalties, or any additional charges or fees.
4. "*The Deliverables*" will be provided solely in PDF format and transferred through electronic transmission.
  - (a) All intellectual property contained therein, regardless of the format within which it is stored, shall remain our sole property until we receive full payment of our relative invoices.
  - (b) All costs for printing, copying, and transmitting hardcopy documentation are excluded.
  - (c) Shop detail drawings
    - i. These are prepared to Australian standards AS 1100 & 1101.
    - ii. Detail presentation and drawing practice will comply with AISC publication "Australian Steel Detailer's Handbook"
    - iii. Detailer deliverables are supplied to AISD Category 4.
5. Surveying, Field Verification, Travel, and Accommodation expenses are excluded.
6. "*The Price*" and "*Work Scope*" have been determined solely on "*The Bid Package*". No other information has been considered during the preparation of this proposal and none will be inferred or assumed.
  - (a) Exceptions:
    - i. This proposal was prepared with the understanding that "*We*" will be provided with a set of "Issued for Construction" documents prior to commencement which will include all relevant information. Failure to provide such a set, or providing a deficient set may result in a claim for extra work and/or disruption of "*The Schedule*".
    - ii. This proposal was prepared with the understanding that "*We*" will be provided with all Connection Design information prior to commencement. Failure to provide complete information or providing deficient information may result in a claim for extra work and/or disruption of "*The Schedule*".
7. Any additions or amendments to "*The Bid Package*" that affect "*The Work Scope*" or "*The Deliverables*" will be considered extra work.
  - (a) This "Extra Work" will only be performed upon written authorization of "*The Client*" indicating acceptance of the terms contained in a "Change Order Request" (COR) which will be submitted by us with regards to the extra work.
  - (b) Comments note on "Approval drawings" that are attributed to design finalization will constitute a variation to the contract.
8. Retentions are excluded from "The Price".
9. Our liability for claims of back charges, damages, penalties, etc.
  - (a) Upon written explanation to "*Us*" by "*The Client*" of any alleged inaccuracy in "*The Deliverables*" provided to idetail3D "*Us*" the parties shall, at the earliest possible date, meet and assess the fault and costs of such inaccuracies
  - (b) is contingent upon proof that the errors responsible for these claims, were contained within "*The Deliverables*" provided to idetail3D and are not an error or omission which is the direct result of any incorrect, missing or ambiguous portion of the contract documents issued to "*Us*".
  - (c) that idetail3D has been notified within 24 hours of discovery of any errors, so that "*We*" have the opportunity to correct these. In the event such notice is not promptly given, "*We*" shall have no responsibility for any costs incurred.
  - (d) "*We*" are allowed a tolerance of 5% above the total detailing price (original bid plus any revisions or additions). Should the cost exceed such tolerance, "*We*" shall be liable for additional costs up to a maximum of 5% above the tolerance: the cost of labor, insurance and necessary transportation needed to correct the deficiency and all material costs shall be paid for by the client.
  - (e) Is limited solely to "*Us*" and does not extend to the directors and/or "*Our*" employees.
10. We will not be liable for failure to perform if such failure results from Act of God, fire, explosion, force majeure, flood, earthquake, weather, pandemic, act of government, war, or any act beyond our control.