



TILE TODAY

Tile Today \$90+GST Pendulum Special

Company		Contact Person	
Phone		Mobile	
Address		Email	
Signature to Proceed		Purchase Order#	

By signing this form, you agree to Safe Environments terms and conditions. Please ensure that the samples are representative and product descriptions are accurate, including colour, size format etc., forming a traceable document for specification purposes. An administration fee may be applicable for amending reports at a later date. Safe Environments does not take responsibility for the sampling which is the responsibility of the client, we recommended continuous testing and process control in accordance with AS 3943 Quality Control. Services provided are subject to Safe Environments terms and conditions. Samples will be disposed of within 1 week unless prior arrangements are made at the cost of the client

Sydney 02 9621 3706
4 / 40 Bessemer St
Blacktown NSW 2148

Melbourne 03 9604 0700
Level 1, 420 Spencer Street
West Melbourne VIC 3003

Test / Standard	Manufacturer (if applicable)	Sample Description (to be displayed on report)
AS 4586 Appendix A (slider 96) \$90+GST		
Comments		Office Use Only
		Received by:
		Date Received:
		Batch Number:
		Job Number:
		Quote Number: TT2020Jun-Sep

Please note results will not be released until payment is received: offer ends September 2020



Tile Today \$90+GST Pendulum Special

Terms and Conditions

1. Scope of Services

- (a) Safe Environments Pty Ltd ABN 80 118 534 768 (**Safe Environments**) has agreed to provide the services as outlined in the attached quotation (**the quotation**), which is taken to form part of these terms and conditions.
- (b) The services will be performed in a professional manner and in accordance with standards exercised by members of the profession generally who practice in the same locality and under similar conditions. Safe Environments will be liable for the actions, omissions and performance of the agreed services by its personnel.

2. Payment for Services

- (a) On receipt of a valid tax invoice Safe Environments requires payment within 30 days from the date of the invoice.
- (b) To the extent that any supply made by Safe Environments is a taxable supply under GST laws, the amount to be paid for that supply is to be increased by an amount equal to any GST which Safe Environments is liable to pay.

3. Deliverables and Documentation

- (a) Safe Environments will provide the documentation, including all reports, as detailed in the quotation, within the agreed time frame.
- (b) All documentation will be provided in a format as set out in the quotation.
- (c) All reports are prepared exclusively for the use of the client.

4. Intellectual Property

- (a) Copyright and all other intellectual property rights to all documentation and reports provided to the client remains with Safe Environments. Safe Environments grants the client an irrevocable licence to use such documentation and reports for internal purposes only.
- (b) Any intellectual property rights which were the property of the client prior to the commencement of these terms and conditions remain vested in the client.

5. Confidentiality

- (a) The parties will take all proper steps to keep confidential all confidential information received from the other party under these terms and conditions and to use such information only in connection with these terms and conditions.
- (b) The parties agree not to disclose any confidential information received from the other party without the other party's consent, unless disclosure is required by law.
- (c) Photographs and case studies may be used for marketing and educational purposes with all proper steps so as the client is not specifically identified.

6. Liability, Warranties and Indemnities

- (a) While Safe Environments warrants that the services will be carried out in a professional manner and with due diligence and reasonable care and skill, it does not provide a warranty as to the accuracy of its reports.

- (b) All conditions and warranties implied by statute or common law, are to the extent permitted by law, expressly excluded.

- (c) To the extent permitted by law, Safe Environments excludes all liability to the client for any loss or damage suffered by the client or any other person howsoever arising (whether in negligence or otherwise), including in connection with reliance on reports produced by it. In particular, Safe Environments will not be responsible for any indirect or consequential loss or damage of any kind in contract, tort, under any statute or otherwise.

- (d) Where the law implies any term into these terms and conditions and it is prohibited to exclude or modify such terms, Safe Environments' liability for breach of such terms is limited to one of the following options (at Safe Environments' option):
 - (i) the re-supply of the agreed services or goods (or equivalent goods); or
 - (ii) the payment of the cost of re-supplying the services or goods (or equivalent goods).

- (e) Except where clause 6(d) applies, the total liability of Safe Environments to the client or any other person for loss or damage will not exceed in aggregate the total amount of the fees payable under these terms and conditions.

- (f) The client will indemnify and hold harmless Safe Environments and its personnel from and against any claims, costs and demands (including in respect of negligence) by any third parties in respect of the services provided under these terms and conditions.

7. Amendments

- (a) No amendment to or modification of these terms and conditions will be effective unless in writing and signed by both parties.

8. Entire Agreement

- (a) These terms and conditions and any disclaimers contained in reports provided under clause 3(a) constitute the entire agreement between the parties regarding the subject matter contained in these terms and conditions and supersedes and replaces all agreements, arrangements and undertakings relating to this subject matter, whether reduced to writing or not that may have preceded these terms and conditions. In the event of any conflict between the terms and conditions and a report or quotation, these terms and conditions will prevail. In the event of a conflict between the quotation and a report, the terms of the report will prevail.

9. Survivability

- (a) Clauses 4, 5 and 6 survive termination or expiration of these terms and conditions.

10. Governing law

- (a) These terms and conditions are governed by and construed in accordance with the laws of New South Wales and the parties submit to the exclusive jurisdiction of the Courts of that State.