



August 2018

Products and/or services supplied by Gleeson & Cox Transport Limited (“Gleeson & Cox”) are subject to the following Terms & Conditions. Ordering products and/or services specified in any quotation from Gleeson & Cox will be taken as acceptance of these Terms & Conditions:

1. All supply is subject to availability at the source shown on the quotation. Where product is not available from the designated source, Gleeson & Cox reserve the right to re-negotiate the price.
2. All quotations are subject to establishing and updating an agreed delivery programme for supply. Gleeson & Cox will endeavour to provide transport when required, however no guarantee is given or implied.
3. The price per tonne, when quoted, takes precedence over the price per metre when invoicing supply. The price per metre is given as a guide only.
4. The price per hour, when quoted, will include an additional 30 minutes travel time each day.
5. All quotations are valid for a period of 30 days from the date of quotation unless:
 - a. there is an agreement in writing between us to vary or
 - b. the volumes agreed change by greater than 10%.

Please **sign and return acceptance of a quotation** within the 30-day period.

At the end of this period (or earlier), if applicable, the parties may enter into a new agreement; failing agreement, either party may terminate the contract.

6. All prices quoted are exclusive of GST.
7. Prices are subject to escalation from the date of acceptance of the quotation based on the Department of Statistics Business Price Indexes:
http://archive.stats.govt.nz/browse_for_stats/economic_indicators/prices_indexes/business-price-indexes-info-releases.aspx.
Gleeson & Cox reserve the right to adjust prices annually on the anniversary of quotation acceptance in accordance with this escalation clause.
8. Prices are based upon payment for product and services delivered during the month being made by the 20th of the following month.
9. Where spoil/unsuitable material/cut to waste/fill etc. is carted from site to a designated tip and, on arrival at the tip, the load is rejected, Gleeson & Cox reserve the right to notify the non-acceptance, deliver the load to another suitable, authorised tip and charge accordingly.
10. Gleeson & Cox reserve the right to apply a surcharge to any products/services supplied to recover any fluctuations in the price of fuel or road user charges.
11. Pricing that includes transport costs is based on a full pay load, applicable for the unit/truck type. Any order that requires a short or part load will incur an additional charge.
12. All pricing is based upon satisfactory access being available for delivery and unloading/loading. Gleeson & Cox allow 15 minutes on site for tipping aggregate; no allowance is made in the quoted rate for any additional waiting/loading/unloading time. After 15 minutes the applicable hourly truck hire rate will be charged accordingly to the nearest half hour.
13. These Terms & Conditions are subject to the Carriage of Goods provisions in The Contract and Commercial Law Act 2017 (CCLA).

Gleeson & Cox Transport Limited
17 Aerovista Place Wiri, Auckland 2104
PO Box 97 034, Manukau City 2241
www.gleesoncox.co.nz