

COMO WOOD SUPPLY

Order Form

Date: _____

Dear,

Thank you for choosing Como Wood Supply for you landscaping requirements. The materials supplied to you by Como Wood Supply, is a clean green recycled product, proudly processed in South Australia by South Australians.

We ask that you kindly complete the below order form so we can ensure that all details required for your project are accurate.

Date of delivery/pick up:			
Approximate time:			
Site Address:			
Name of Customer or Company:			
Site Contact:			
Order Regen mulch:	cubic meters @ \$25.00 + GST per cubic meter		
Order Forestry mulch:	cubic meters @ \$25.00+ GST per cubic meter		
Pick Up / Delivery Charge:	+ GST		
Total Charge =			
Payment method:	Invoice	Credit Card	Cash

OTHER INFORMATION:

Name Of Authorised Representative: _____

Customer Order Signature: _____

Terms and Conditions attached this document:

Como Wood Supply
Phone: +61 (08) 8240 4000
ABN: 70603344396
Address: 23 - 27, Wilkins Road, Gillman, Adelaide SA, 5013

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TERMS AND CONDITIONS:

1. Como Wood Supply:

ABN: 70603344396 - Registered office, 23 – 27, Wilkins Road, Gillman, 5013, Adelaide, South Australia. **Environmental Licence number 47522. These Terms and Conditions also includes such subsidiary companies of Como Wood Supply “Adelaide Pallet Recycling” and “Adelaide Mulch/chip Supplies”** and may participate in the performance of a contract or written agreement.

2. CONTRACT:

(a) These conditions together with any specification, provided by Como Wood Supply in connection with the acceptance, supply or processing of goods or materials (“the Services”) and any attached order shall constitute the contract, agreement or order documents for the entire terms of this agreement.

(b) Como Wood Supply is an approved EPA license holder (EPA number 47522) issued by the Environmental Protection Authority in South Australia and is subject to strict prescribed activities of environmental significance. These conditions include (waste recycling for resource recovery or transfer). The contractor or customer agrees to comply with The Environmental Protection Act 1993 and the Environmental Protection Regulations 2009.

3. “Sale of Products”:

(a) Products are sold under the express understanding that, no condition or warranty is given or implied by law, custom, usage or otherwise as to the quality or fitness for any purpose of the goods sold by the Como Wood Supply.

(b) Times and Dates quoted by Como Wood Supply for undertaking these Services are intended as estimates only and will not be of the essence of the Contract in this respect unless agreed to in writing attached to this document.

(c) Como Wood Supply accepts no liability of any nature whatsoever in connection with the loading or unloading, collection or use of the mulch/chip

(d) The customer understands that mulch/chip is measured by cubic meters when packed and that, due to the nature of the product, a degree of settlement will occur

(e) The customer or contractor is to pay for materials or goods for the amount or at the rates of charge referred to by Como Wood Supply in the attached order or agreement.

(f) All items, however delivered, shall be at the customer’s risk from the time of collection, if so collected, or from the time of delivery. After such time then Como Wood Supply shall be under no liability for loss, damage or deterioration of items from whatever cause arising.

(g) Notwithstanding any other provision of these terms and conditions, Como Wood Supply may at any time at its absolute discretion stop providing the Services and shall not be responsible in any way for any losses damages, costs of any nature whatsoever that result from Como Wood Supply exercising this discretion.

(h) Como Wood Supply will leave the goods as directed by the customer and are in no way responsible for any losses, damages or costs of any nature to property as a result of complying with those instructions.

4. Quality “Mulch/chipMaterials”:

(a) Mulch/chip is a natural, processed organic material stored outdoors. As such, mulch/chip may contain allergens and other micro-organisms which may contribute to skin irritations and respiratory conditions in some users

(b) Como Wood Supply will not be held responsible for any contamination or other foreign matter which may be contained within the mulch/chip. Persons who use this mulch/chip do so at their own risk

(c) The customer fully understands that the mulch/chip is a recycled product and is therefore an ever-changing product. The customer fully understands that mulch/chip is a perishable product and not everlasting.

5. Delivery and or Freight

(a) Delivery shall be made to such locations and at such time as shall be nominated by the Como Wood Supply.

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- (b) Upon delivery, the Materials shall be accompanied by delivery documentation approved by Como Wood Supply. Delivery documentation shall state clearly the contents of the materials or goods.
- (c) The customer, or a person appointed by the customer, should be at the delivery point to accept the delivery. It is recommended that an able bodied person be at home to receive deliveries and to assist with offload if necessary. If this is not possible, the point of delivery should be clearly marked. If the point is deemed unsuitable and there is no-one available on site, delivery will be made to the nearest suitable point.
- (d) The customer understands that, where able to, the delivery driver will place products on the customer's driveway and therefore agrees that their driveway is capable of withstanding the weight of a truck. The customer agrees, if not, to accept responsibility to provide a suitable area, free from access restrictions, for the delivery to be left.
- (e) The customer understands that should the driver encounter any problems offloading onto a driveway or other specified area. The customer understands that deliveries are made using a truck and that it is not possible to leave goods on uneven surfaces. It is the customer's responsibility, if required to obtain a permit or permission from their local council/government body, business, home owner or any other property owner in order to have materials left in an area not under the control or ownership of the customer.
- (f) Como Wood Supply will make every effort to deliver ordered products within the stated timescale. However, if for any reason the Como Wood Supply is unable to deliver within this timescale, then no liability will fall to the Como Wood Supply, in damages or otherwise.
- (g) Como Wood Supply will not, either, accept any liability for damages to property caused during delivery.
- (h) Delivery by the Como Wood Supply will be conditional upon access where suitable roads, free from encumbrances, are available to the Como Wood Supply's delivery vehicles in order to reach the point of delivery.
- (i) In cases that delivery, in the opinion of the Como Wood Supply, is not possible or in the event of cancellation by the customer then Como Wood Supply reserves the right to charge for associated costs relating to non - delivery.
- (j) The Customer or Contractor shall be liable to pay demurrage for unreasonable detention of any vehicle or trailer at the customers or contractors site at the current Como Wood Supply demurrage rates, unless otherwise agreed in writing. Unreasonable detention or waiting time at the customers or contractor's premises, or further premises and sites nominated by the customer or contractor shall incur hourly demurrage costs.
- (k) I acknowledge that if my delivery does not arrive on time that I have no claim against Como Wood Supply.

7. Payment

- (a) The customer will pay Como Wood Supply the rates and charges for the services as indicated on the Contract or agreement. Como Wood Supply charge rates are subject to variation (unless a specific term is agreed to in writing).
- (b) All sums due are payable immediately once the goods or materials collected in person or delivered by Como Wood Supply. Only approved customers will receive an invoice payable within 30 days of the date of the relevant invoice.
- (c) Unless agreed otherwise in writing, all prices quoted to the Customer or Contractor are exclusive of GST, or any similar tax levied by the Government on the value of services. This shall be added to the invoice and paid by the Customer.
- (d) If the customer fails to make any payment that is due, Como Wood Supply reserves the right to suspend the provision of any service.

8. Insurance

- (a) The Customer or contractor shall hold harmless and indemnify Como Wood Supply, its directors, officers and employees in respect of any loss or damage, claims, costs, liabilities and expenses arising from any breach of the Customer's obligations under the Terms and Conditions or of a breach of legal requirements by the customer or contractor.
- (b) The Customer must maintain (and effect if not already in force), insurance cover in an adequate amount to cover risk of, loss of or damage to Como Wood Supply property or the Customer's property including
- (c) The Customer or contractor must maintain insurance cover in an adequate amount to cover the risk of death or personal injury of Customer Employees or Contractor Employees, Como Wood Supply Employees or any other person caused or contributed to by any act or omission of the Customer or contractor, its employees, agents or contractors.
- (d) The customer will at all times be responsible for the security and insurance of products after the delivery has been made

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(e) Como Wood Supply accepts no responsibility for injury or damage caused to persons or equipment whilst on Como Wood Supply premises

9. CONDITIONS

(a) No variations or alterations of these conditions shall be binding on Como Wood Supply unless agreed in writing by, or on behalf of, Como Wood Supply by an authorised representative. All orders, goods or materials supplied by Como Wood Supply shall be deemed to be an offer by the Customer to purchase the Services pursuant to these conditions and acceptance of these terms and conditions, irrespective of a signed contract or agreement.

(b) Performance of the Services by Como Wood Supply shall be deemed conclusive evidence of the Customer's acceptance of these Conditions. These conditions shall remain in force until such time as Como Wood Supply adopts revised conditions and notifies the customer of the substitution of these conditions by the revised conditions.

Please sign below as acknowledgment and agreement to the terms and conditions:

Company Name:

Company Address:

Contact Phone Number:

Name of Authorised Representative:

Signature of Authorised Representative

Date:

Email Address for Invoicing:

Payment Type – please tick one

Invoice	Cash on Delivery	Eftpos	Cheque
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