

FIRTH

A Division of Fletcher Concrete and Infrastructure Limited

National Office

810 Great South Road

Penrose, Auckland

PH: 0800 FIRTH 1



PLANT INFORMATION

Rolleston Certified

311 Wards Road

Rolleston

Rolleston, 7675

PLANT 109	TIME 7:54	DATE 22/05/24	CUSTOMER NO. RFL003		TRUCK 443	DRIVER Clint Chinnery	TICKET 10968893	
CUSTOMER NAME Reliable Foundations (South Is					DELIVERY ADDRESS RFL - Lot 44 Lemonwood Estate, 5 Nirmal Way, Rolleston **follow on 11116 Rolleston CANTERBURY			
PURCHASE ORDER 9418 (JOHNY)		ORDER NO. 11117	TAX G15	CREDIT			SLUMP 140 in	
LOAD QTY. 6.00 m3 21.00 li	PRODUCT RP2019AW NCA2	DESCRIPTION 20MPa 19mm Ribraft Pump Mix 2% Non chloride accelerator			ORDERED 24.02 m3 1.00 ds	DELIVERED 6.00 m3 21.00 li	UNIT PRICE - -	AMOUNT - -

LOADING 8:22 AM	AT JOB 8:43 AM	BEGIN POUR 8:46 AM	WASHING	AT PLANT
--------------------	-------------------	-----------------------	---------	----------

JFC pump 218 - Johny placers

SUB TOTAL

DISCOUNT

TAX

TOTAL

PREVIOUS TOTAL

GRAND TOTAL

This batch of concrete is mixed with the proper amnt of water. If additional water is desired, please instruct the driver.	ADDITIONAL WATER ADDED ON JOB →	LITRES 0	By Clint Chinnery
--	------------------------------------	-------------	-------------------

CAUTION: Freshly mixed cement, mortar, grout, or concrete can cause skin irritation. Avoid direct contact where possible and wash affected areas promptly with water.

CAUTION

RECEIPT AND ACCEPTANCE

BY

DRIVER COMMENTS:

CUSTOMER COMMENTS:

APPLICABLE TERMS: You acknowledge that these Terms of Sales are to be read in conjunction with the Firth General Conditions of Quotation and the Fletcher Building Terms of Credit, which shall all apply to the sale of the Goods to the Customer.

GENERAL: For the purpose of these terms: “Goods” means all building, masonry, stone and concrete products including precast, pre-stressed and certified concrete (as may be sold from time to time) supplied by Firth, including all Goods referred to in any invoice issued by Firth to the Customer at any time; “GST” means goods and services tax within the meaning of the Goods and Services Tax Act 1985.

PRICE: Goods will be invoiced at the price plus GST contained in Firth’s price list, current on the date of delivery unless otherwise agreed in writing by Firth (or if one has been issued, at the price set out in a valid Firth Quotation). Firth may alter any prices without notice and, subject to the Firth General Conditions of Quotation, the purchase price of the Goods payable by the Customer may be different from the price quoted or the price current when the Goods were ordered.

DELIVERY: Except where Firth has agreed to deliver or arrange for the delivery fo the Goods, delivery of the Goods will be deemed complete when the Goods are available for collection from Firth’s premises on the specified delivery date, and the Customer shall be responsible for arranging the carriage of the Goods to the Customer’s premises.

- Where Firth has agreed in writing to deliver or arrange the carriage of the Goods:
- a) loading or deliveries carried out outside the normal operating hours set out in the Firth General Conditions of Quotation (or as otherwise notified to the Customer) must be by special arrangement and will incur an extra charge;
- b) delivery will in all cases be deemed complete when the Goods arrive at the delivery address specified by the Customer;
- c) the Customer is responsible for ensuring, at the Customer’s cost, that the delivery address has safe, sufficient and suitable means of access. Firth shall, at its discretion, determine whether there is safe, sufficient and suitable access and may leave the Goods as near to the delivery address as a safe, hard public road permits or refuse delivery. It is the Customer’s responsibility to provide a spotter if the delivery truck is required to reverse while on site;
- d) if the Goods cannot be delivered (due to unsafe, insufficient, or unsuitable access or otherwise) or if the Customer fails or refuses to take delivery of any of the Goods at any specified delivery time, Firth may (without limiting any other right that Firth may have) charge the Customer for any of the following expenses incurred - Hourly truck and driver rates for waiting time; and Transportation and/or disposal of the Goods or any other additional expenses incurred in relation to the Goods; and
- e) delivery of the Goods will be undertaken at the risk of the Customer and Firth will be deemed to be acting as an agent for and on behalf of the Customer and not as a Carrier for the purposes of the Carriage of Goods Act 1979.
- Firth supplies Goods on a best endeavours basis and will not be liable for any loss, costs, general or liquidated damages resulting from a delay in the delivery of the Goods. Any stated time for delivery is an estimate only. Late delivery or failure to deliver any Goods does not entitle the Customer to cancel any order or part order. All claims for errors or short delivery must be made to Firth in writing within five days of delivery. Without limiting any other provision in these terms, Firth is not liable for any shortages or damage to Goods where the Goods are left on-site unattended, following delivery.
- Unless Firth agrees otherwise in writing, delivery charges are to the Customer’s account. The Customer will pay to Firth any additional and/or consequential costs or expenses incurred by Firth in delivering the Goods where it is asked, guided or instructed by the Customer, or otherwise required in the circumstances, to leave a public road or street or paved or sealed road or street to deliver the Goods to the address requested by the Customer, or where safe, suitable and sufficient access is not provided. Such costs or expenses include (but are not limited to) the following:
- 1) any claims against Firth for damage to third party property;
- 2) the cost of repairs to the delivery vehicle or any property of Firth if damaged during such delivery;
- 3) cost of recovery of the delivery vehicle;
- 4) additional labour or transport costs incurred in such delivery.

CONCRETE MIXES: Unless notified otherwise, Firth standard design mixes are supplied in lieu of written specification.

- Materials or additional water added by the Customer or their representative to the concrete will be a the Customer’s risk and Firth will not accept liability or responsibility for the resultant performance of the concrete.
- Where appropriate, Firth may (at its discretion) charge a disposal fee for any returned concrete, a small load fee for small orders, or out-of-main center travel or set line pumping charges. For more information, see our applicable price list.
- Firth supplies concrete on the assumption that the Customer is familiar with good trade practice for concrete construction as set out in the New Zealand Standard NZS3109.
- Mixes including waterproofing products and other such additives are standard concrete mixes in all respects and have had waterproofing or other additive products added at the dose rate and dosing procedure as stipulated by the manufacturer of the additive product. Any warranty or guarantee given by the manufacturer of the additive product is between the additive manufacturer and the Customer/builder/owner (as applicable), and Firth gives no warranty or guarantee in relation to such additive products.
- Early age care of the concrete is the responsibility of the Customer, and if the Customer is unsure, Firth strongly recommends the Customer take advice on appropriate techniques for early age care in the Customer’s specific circumstances.

TESTING: Unless stated otherwise, quoted prices for Goods are based on our normal quality testing schedule as defined by NZS3104. If the Customer requires specific testing, please contact a Firth Customer Development Representative for pricing. Although Firth staff are trained in concrete quality control testing, its testing services are not IANZ accredited.

- Notwithstanding that testing may be requested in the project specification, concrete will only be sampled for testing on any pour when the Customer specifies this to the Firth dispatcher at the time of ordering concrete for that pour. Firth will conduct any quality testing in accordance with NZS3104.

AESTHETIC FINISH OF THE GOODS: Concrete and concrete products are manufactured from natural materials and may produce varied shades and surface textures. Firth will not accept responsibility for variation in shades and surface textures caused by factors outside of its control.

- Concrete cracking is common and to be expected to some extent. Cracking is caused by factors significantly out of Firth’s control, and Firth will not be liable whatsoever for early aged or hardened concrete cracking or subsequent loss of function or amenity, unless it can be shown concrete compressive strength is less than levels set in NZS3104 and concrete strength is the significant cause for concrete cracking or breakdown of concrete element.
- Efflorescence, both white and brown, is a naturally occurring phenomenon caused by moisture movement through concrete. Firth does not accept responsibility for efflorescence as it is outside of Firth’s control.

PRECAST CONCRETE PRODUCTS: If any or all the Goods include Precast Goods, then in respect to those Precast Goods the following extra clauses will also apply:

- a) Surface Finish: Unless otherwise stated in the quotation for Precast Goods, all formed surfaces of units shall have an “off-form” finish which may not be completely free from pin hales or mould stain.
- b)Dimensions: Firth shall not be responsible for checking site dimensions and shall incur no liability for any loss or damage resulting from any want of accuracy in regard thereto.
- c)Specifications: Firth’s specifications and tolerances for Precast Goods are generally based on the relevant NZ Standard. Firth shall be entitled to make such minor variations to the Precast Goods as shall be reasonably necessary for the due completion thereof.
- d)Lifting and Installation: Where lifting devices are specified in the supply contract documents, Firth does not accept responsibility for their subsequent behaviour under load. Where lifting devices are not specified and are insterted by Firth for convenience of handling under factory conditions only, Firth shall not be liable for any damage caused by the use of such devices or their failure under load. Firth takes no responsibility and will not be liable for a Customer’s propping system or other installation activities and any loss resulting therefrom.
- e)Guarantee: Precast Goods are manufactured in accordance with relevant codes and are guaranteed against faulty workmanship. This guarantee is subject to the following exceptions:
- i.this guarantee shall not include any facing or discolouration of the surface which is caused by the environment; and
- ii. the materials and surfaces which are supplied and not manufactured by Firth are guaranteed only to the extent of any like guarantee offered by the respective suppliers.

PALLETS: Where pallets are supplied by Firth, Firth may impose an additional charge on the Customer for such supply, as set out in the applicable General Conditions of Quotation. Firth may purchase pallets previously supplied by Firth and issue a credit therefore to whomsoever returns the pallets, such credit being at the sole discretion of Firth but will take account of the condition of the pallets and the cost of collection where appropriate.

ENVIRONMENTAL COMPLIANCE: The Customer acknowledges that it must comply with all laws (including without limitation the Resource Management Act 1991) in respect of the use, storage and/or disposal of any Goods.

MISCELLANEOUS: If at any time Firth does not enforce any of these terms or grants the Customer time or other indulgence, Firth will no be construed as having waived that term or condition or its rights to later enforce that or any other term or condition.

- If any of these terms or any part of them, are held or found to be void, invalid, unenforceable or otherwise ineffective by operation of law, they shall (to the extent necessary) be deemed to be severed from these terms but the remainder shall remain in full force and effect. The right of Firth to sub-contract the whole or any part of any order for Goods is hereby reserved.
- All customary construction industry tolerances will apply to the dimensions and measurements of the Goods unless Firth and the Customer agree otherwise in writing.

FIRTH
A Division of Fletcher Concrete and
Infrastructure Limited
National Office
810 Great South Road
Penrose, Auckland
PH: 0800 FIRTH 1



PLANT INFORMATION

Rolleston Certified
311 Wards Road
Rolleston
Rolleston, 7675

PLANT 109	TIME 7:56	DATE 22/05/24	CUSTOMER NO. RFL003		TRUCK 221	DRIVER Kerry Hill	TICKET 10968894
CUSTOMER NAME Reliable Foundations (South Is					DELIVERY ADDRESS RFL - Lot 44 Lemonwood Estate, 5 Nirmal Way, Rolleston **follow on 11116 Rolleston CANTERBURY		
PURCHASE ORDER 9418 (JOHNY)		ORDER NO. 11117	TAX G15	CREDIT			SLUMP 140 in
LOAD QTY. 6.00 m3 21.00 li	PRODUCT RP2019AW NCA2	DESCRIPTION 20MPa 19mm Ribraft Pump Mix 2% Non chloride accelerator			ORDERED 24.02 m3 1.00 ds	DELIVERED 12.00 m3 42.00 li	UNIT PRICE - -
							AMOUNT - -

LOADING 8:45 AM	AT JOB 9:05 AM	BEGIN POUR 9:08 AM	WASHING	AT PLANT
--------------------	-------------------	-----------------------	---------	----------

JFC pump 218 - Johny placers

SUB TOTAL
DISCOUNT
TAX
TOTAL
PREVIOUS TOTAL
GRAND TOTAL

This batch of concrete is mixed with the proper amnt of water. If additional water is desired, please instruct the driver.	ADDITIONAL WATER ADDED ON JOB →	LITRES 0	By Kerry Hill
--	------------------------------------	-------------	---------------

CAUTION: Freshly mixed cement, mortar, grout, or concrete can cause skin irritation. Avoid direct contact where possible and wash affected areas promptly with water.

CAUTION

RECEIPT AND ACCEPTANCE

BY

DRIVER COMMENTS:

CUSTOMER COMMENTS:

APPLICABLE TERMS: You acknowledge that these Terms of Sales are to be read in conjunction with the Firth General Conditions of Quotation and the Fletcher Building Terms of Credit, which shall all apply to the sale of the Goods to the Customer.

GENERAL: For the purpose of these terms: “Goods” means all building, masonry, stone and concrete products including precast, pre-stressed and certified concrete (as may be sold from time to time) supplied by Firth, including all Goods referred to in any invoice issued by Firth to the Customer at any time; “GST” means goods and services tax within the meaning of the Goods and Services Tax Act 1985.

PRICE: Goods will be invoiced at the price plus GST contained in Firth’s price list, current on the date of delivery unless otherwise agreed in writing by Firth (or if one has been issued, at the price set out in a valid Firth Quotation). Firth may alter any prices without notice and, subject to the Firth General Conditions of Quotation, the purchase price of the Goods payable by the Customer may be different from the price quoted or the price current when the Goods were ordered.

DELIVERY: Except where Firth has agreed to deliver or arrange for the delivery fo the Goods, delivery of the Goods will be deemed complete when the Goods are available for collection from Firth’s premises on the specified delivery date, and the Customer shall be responsible for arranging the carriage of the Goods to the Customer’s premises.

- Where Firth has agreed in writing to deliver or arrange the carriage of the Goods:
- a) loading or deliveries carried out outside the normal operating hours set out in the Firth General Conditions of Quotation (or as otherwise notified to the Customer) must be by special arrangement and will incur an extra charge;
- b) delivery will in all cases be deemed complete when the Goods arrive at the delivery address specified by the Customer;
- c) the Customer is responsible for ensuring, at the Customer’s cost, that the delivery address has safe, sufficient and suitable means of access. Firth shall, at its discretion, determine whether there is safe, sufficient and suitable access and may leave the Goods as near to the delivery address as a safe, hard public road permits or refuse delivery. It is the Customer’s responsibility to provide a spotter if the delivery truck is required to reverse while on site;
- d) if the Goods cannot be delivered (due to unsafe, insufficient, or unsuitable access or otherwise) or if the Customer fails or refuses to take delivery of any of the Goods at any specified delivery time, Firth may (without limiting any other right that Firth may have) charge the Customer for any of the following expenses incurred - Hourly truck and driver rates for waiting time; and Transportation and/or disposal of the Goods or any other additional expenses incurred in relation to the Goods; and
- e) delivery of the Goods will be undertaken at the risk of the Customer and Firth will be deemed to be acting as an agent for and on behalf of the Customer and not as a Carrier for the purposes of the Carriage of Goods Act 1979.
- Firth supplies Goods on a best endeavours basis and will not be liable for any loss, costs, general or liquidated damages resulting from a delay in the delivery of the Goods. Any stated time for delivery is an estimate only. Late delivery or failure to deliver any Goods does not entitle the Customer to cancel any order or part order. All claims for errors or short delivery must be made to Firth in writing within five days of delivery. Without limiting any other provision in these terms, Firth is not liable for any shortages or damage to Goods where the Goods are left on-site unattended, following delivery.
- Unless Firth agrees otherwise in writing, delivery charges are to the Customer’s account. The Customer will pay to Firth any additional and/or consequential costs or expenses incurred by Firth in delivering the Goods where it is asked, guided or instructed by the Customer, or otherwise required in the circumstances, to leave a public road or street or paved or sealed road or street to deliver the Goods to the address requested by the Customer, or where safe, suitable and sufficient access is not provided. Such costs or expenses include (but are not limited to) the following:
- 1) any claims against Firth for damage to third party property;
- 2) the cost of repairs to the delivery vehicle or any property of Firth if damaged during such delivery;
- 3) cost of recovery of the delivery vehicle;
- 4) additional labour or transport costs incurred in such delivery.

CONCRETE MIXES: Unless notified otherwise, Firth standard design mixes are supplied in lieu of written specification.

- Materials or additional water added by the Customer or their representative to the concrete will be a the Customer’s risk and Firth will not accept liability or responsibility for the resultant performance of the concrete.
- Where appropriate, Firth may (at its discretion) charge a disposal fee for any returned concrete, a small load fee for small orders, or out-of-main center travel or set line pumping charges. For more information, see our applicable price list.
- Firth supplies concrete on the assumption that the Customer is familiar with good trade practice for concrete construction as set out in the New Zealand Standard NZS3109.
- Mixes including waterproofing products and other such additives are standard concrete mixes in all respects and have had waterproofing or other additive products added at the dose rate and dosing procedure as stipulated by the manufacturer of the additive product. Any warranty or guarantee given by the manufacturer of the additive product is between the additive manufacturer and the Customer/builder/owner (as applicable), and Firth gives no warranty or guarantee in relation to such additive products.
- Early age care of the concrete is the responsibility of the Customer, and if the Customer is unsure, Firth strongly recommends the Customer take advice on appropriate techniques for early age care in the Customer’s specific circumstances.

TESTING: Unless stated otherwise, quoted prices for Goods are based on our normal quality testing schedule as defined by NZS3104. If the Customer requires specific testing, please contact a Firth Customer Development Representative for pricing. Although Firth staff are trained in concrete quality control testing, its testing services are not IANZ accredited.

- Notwithstanding that testing may be requested in the project specification, concrete will only be sampled for testing on any pour when the Customer specifies this to the Firth dispatcher at the time of ordering concrete for that pour. Firth will conduct any quality testing in accordance with NZS3104.

AESTHETIC FINISH OF THE GOODS: Concrete and concrete products are manufactured from natural materials and may produce varied shades and surface textures. Firth will not accept responsibility for variation in shades and surface textures caused by factors outside of its control.

- Concrete cracking is common and to be expected to some extent. Cracking is caused by factors significantly out of Firth’s control, and Firth will not be liable whatsoever for early aged or hardened concrete cracking or subsequent loss of function or amenity, unless it can be shown concrete compressive strength is less than levels set in NZS3104 and concrete strength is the significant cause for concrete cracking or breakdown of concrete element.
- Efflorescence, both white and brown, is a naturally occurring phenomenon caused by moisture movement through concrete. Firth does not accept responsibility for efflorescence as it is outside of Firth’s control.

PRECAST CONCRETE PRODUCTS: If any or all the Goods include Precast Goods, then in respect to those Precast Goods the following extra clauses will also apply:

- a) Surface Finish: Unless otherwise stated in the quotation for Precast Goods, all formed surfaces of units shall have an “off-form” finish which may not be completely free from pin hales or mould stain.
- b)Dimensions: Firth shall not be responsible for checking site dimensions and shall incur no liability for any loss or damage resulting from any want of accuracy in regard thereto.
- c)Specifications: Firth’s specifications and tolerances for Precast Goods are generally based on the relevant NZ Standard. Firth shall be entitled to make such minor variations to the Precast Goods as shall be reasonably necessary for the due completion thereof.
- d)Lifting and Installation: Where lifting devices are specified in the supply contract documents, Firth does not accept responsibility for their subsequent behaviour under load. Where lifting devices are not specified and are insterted by Firth for convenience of handling under factory conditions only, Firth shall not be liable for any damage caused by the use of such devices or their failure under load. Firth takes no responsibility and will not be liable for a Customer’s propping system or other installation activities and any loss resulting therefrom.
- e)Guarantee: Precast Goods are manufactured in accordance with relevant codes and are guaranteed against faulty workmanship. This guarantee is subject to the following exceptions:
- i.this guarantee shall not include any facing or discolouration of the surface which is caused by the environment; and
- ii. the materials and surfaces which are supplied and not manufactured by Firth are guaranteed only to the extent of any like guarantee offered by the respective suppliers.

PALLETS: Where pallets are supplied by Firth, Firth may impose an additional charge on the Customer for such supply, as set out in the applicable General Conditions of Quotation. Firth may purchase pallets previously supplied by Firth and issue a credit therefore to whomsoever returns the pallets, such credit being at the sole discretion of Firth but will take account of the condition of the pallets and the cost of collection where appropriate.

ENVIRONMENTAL COMPLIANCE: The Customer acknowledges that it must comply with all laws (including without limitation the Resource Management Act 1991) in respect of the use, storage and/or disposal of any Goods.

MISCELLANEOUS: If at any time Firth does not enforce any of these terms or grants the Customer time or other indulgence, Firth will no be construed as having waived that term or condition or its rights to later enforce that or any other term or condition.

- If any of these terms or any part of them, are held or found to be void, invalid, unenforceable or otherwise ineffective by operation of law, they shall (to the extent necessary) be deemed to be severed from these terms but the remainder shall remain in full force and effect. The right of Firth to sub-contract the whole or any part of any order for Goods is hereby reserved.
- All customary construction industry tolerances will apply to the dimensions and measurements of the Goods unless Firth and the Customer agree otherwise in writing.

FIRTH

A Division of Fletcher Concrete and Infrastructure Limited
National Office
810 Great South Road
Penrose, Auckland
PH: 0800 FIRTH 1



PLANT INFORMATION

Rolleston Certified
311 Wards Road
Rolleston
Rolleston, 7675

PLANT 109	TIME 8:03	DATE 22/05/24	CUSTOMER NO. RFL003		TRUCK 447	DRIVER John Lighart OBO JL Cartage	TICKET 10968896	
CUSTOMER NAME Reliable Foundations (South Is					DELIVERY ADDRESS RFL - Lot 44 Lemonwood Estate, 5 Nirmal Way, Rolleston **follow on 11116 Rolleston CANTERBURY			
PURCHASE ORDER 9418 (JOHNY)		ORDER NO. 11117	TAX G15	CREDIT			SLUMP 140 in	
LOAD QTY. 6.00 m3 21.00 li	PRODUCT RP2019AW NCA2	DESCRIPTION 20MPa 19mm Ribraft Pump Mix 2% Non chloride accelerator			ORDERED 24.02 m3 1.00 ds	DELIVERED 18.00 m3 63.00 li	UNIT PRICE - -	AMOUNT - -

LOADING 8:50 AM	AT JOB	BEGIN POUR	WASHING	AT PLANT
--------------------	--------	------------	---------	----------

JFC pump 218 - Johnny placers

SUB TOTAL
DISCOUNT
TAX
TOTAL
PREVIOUS TOTAL
GRAND TOTAL

This batch of concrete is mixed with the proper amount of water. If additional water is desired, please instruct the driver.	ADDITIONAL WATER ADDED ON JOB →	LITRES 0	By John Lighart OBO JL Cartage
--	---------------------------------	-------------	--------------------------------

CAUTION: Freshly mixed cement, mortar, grout, or concrete can cause skin irritation. Avoid direct contact where possible and wash affected areas promptly with water.

CAUTION

RECEIPT AND ACCEPTANCE

BY

DRIVER COMMENTS:

CUSTOMER COMMENTS:

APPLICABLE TERMS: You acknowledge that these Terms of Sales are to be read in conjunction with the Firth General Conditions of Quotation and the Fletcher Building Terms of Credit, which shall all apply to the sale of the Goods to the Customer.

GENERAL: For the purpose of these terms: “Goods” means all building, masonry, stone and concrete products including precast, pre-stressed and certified concrete (as may be sold from time to time) supplied by Firth, including all Goods referred to in any invoice issued by Firth to the Customer at any time; “GST” means goods and services tax within the meaning of the Goods and Services Tax Act 1985.

PRICE: Goods will be invoiced at the price plus GST contained in Firth’s price list, current on the date of delivery unless otherwise agreed in writing by Firth (or if one has been issued, at the price set out in a valid Firth Quotation). Firth may alter any prices without notice and, subject to the Firth General Conditions of Quotation, the purchase price of the Goods payable by the Customer may be different from the price quoted or the price current when the Goods were ordered.

DELIVERY: Except where Firth has agreed to deliver or arrange for the delivery fo the Goods, delivery of the Goods will be deemed complete when the Goods are available for collection from Firth’s premises on the specified delivery date, and the Customer shall be responsible for arranging the carriage of the Goods to the Customer’s premises.

- Where Firth has agreed in writing to deliver or arrange the carriage of the Goods:
 - a) loading or deliveries carried out outside the normal operating hours set out in the Firth General Conditions of Quotation (or as otherwise notified to the Customer) must be by special arrangement and will incur an extra charge;
 - b) delivery will in all cases be deemed complete when the Goods arrive at the delivery address specified by the Customer;
 - c) the Customer is responsible for ensuring, at the Customer’s cost, that the delivery address has safe, sufficient and suitable means of access. Firth shall, at its discretion, determine whether there is safe, sufficient and suitable access and may leave the Goods as near to the delivery address as a safe, hard public road permits or refuse delivery. It is the Customer’s responsibility to provide a spotter if the delivery truck is required to reverse while on site;
 - d) if the Goods cannot be delivered (due to unsafe, insufficient, or unsuitable access or otherwise) or if the Customer fails or refuses to take delivery of any of the Goods at any specified delivery time, Firth may (without limiting any other right that Firth may have) charge the Customer for any of the following expenses incurred - Hourly truck and driver rates for waiting time; and Transportation and/or disposal of the Goods or any other additional expenses incurred in relation to the Goods; and
 - e) delivery of the Goods will be undertaken at the risk of the Customer and Firth will be deemed to be acting as an agent for and on behalf of the Customer and not as a Carrier for the purposes of the Carriage of Goods Act 1979.
- Firth supplies Goods on a best endeavours basis and will not be liable for any loss, costs, general or liquidated damages resulting from a delay in the delivery of the Goods. Any stated time for delivery is an estimate only. Late delivery or failure to deliver any Goods does not entitle the Customer to cancel any order or part order. All claims for errors or short delivery must be made to Firth in writing within five days of delivery. Without limiting any other provision in these terms, Firth is not liable for any shortages or damage to Goods where the Goods are left on-site unattended, following delivery.
- Unless Firth agrees otherwise in writing, delivery charges are to the Customer’s account. The Customer will pay to Firth any additional and/or consequential costs or expenses incurred by Firth in delivering the Goods where it is asked, guided or instructed by the Customer, or otherwise required in the circumstances, to leave a public road or street or paved or sealed road or street to deliver the Goods to the address requested by the Customer, or where safe, suitable and sufficient access is not provided. Such costs or expenses include (but are not limited to) the following:
 - 1) any claims against Firth for damage to third party property;
 - 2) the cost of repairs to the delivery vehicle or any property of Firth if damaged during such delivery;
 - 3) cost of recovery of the delivery vehicle;
 - 4) additional labour or transport costs incurred in such delivery.

CONCRETE MIXES: Unless notified otherwise, Firth standard design mixes are supplied in lieu of written specification.

- Materials or additional water added by the Customer or their representative to the concrete will be a the Customer’s risk and Firth will not accept liability or responsibility for the resultant performance of the concrete.
- Where appropriate, Firth may (at its discretion) charge a disposal fee for any returned concrete, a small load fee for small orders, or out-of-main center travel or set line pumping charges. For more information, see our applicable price list.
- Firth supplies concrete on the assumption that the Customer is familiar with good trade practice for concrete construction as set out in the New Zealand Standard NZS3109.
- Mixes including waterproofing products and other such additives are standard concrete mixes in all respects and have had waterproofing or other additive products added at the dose rate and dosing procedure as stipulated by the manufacturer of the additive product. Any warranty or guarantee given by the manufacturer of the additive product is between the additive manufacturer and the Customer/builder/owner (as applicable), and Firth gives no warranty or guarantee in relation to such additive products.
- Early age care of the concrete is the responsibility of the Customer, and if the Customer is unsure, Firth strongly recommends the Customer take advice on appropriate techniques for early age care in the Customer’s specific circumstances.

TESTING: Unless stated otherwise, quoted prices for Goods are based on our normal quality testing schedule as defined by NZS3104. If the Customer requires specific testing, please contact a Firth Customer Development Representative for pricing. Although Firth staff are trained in concrete quality control testing, its testing services are not IANZ accredited.

- Notwithstanding that testing may be requested in the project specification, concrete will only be sampled for testing on any pour when the Customer specifies this to the Firth dispatcher at the time of ordering concrete for that pour. Firth will conduct any quality testing in accordance with NZS3104.

AESTHETIC FINISH OF THE GOODS: Concrete and concrete products are manufactured from natural materials and may produce varied shades and surface textures. Firth will not accept responsibility for variation in shades and surface textures caused by factors outside of its control.

- Concrete cracking is common and to be expected to some extent. Cracking is caused by factors significantly out of Firth’s control, and Firth will not be liable whatsoever for early aged or hardened concrete cracking or subsequent loss of function or amenity, unless it can be shown concrete compressive strength is less than levels set in NZS3104 and concrete strength is the significant cause for concrete cracking or breakdown of concrete element.
- Efflorescence, both white and brown, is a naturally occurring phenomenon caused by moisture movement through concrete. Firth does not accept responsibility for efflorescence as it is outside of Firth’s control.

PRECAST CONCRETE PRODUCTS: If any or all the Goods include Precast Goods, then in respect to those Precast Goods the following extra clauses will also apply:

- a) Surface Finish: Unless otherwise stated in the quotation for Precast Goods, all formed surfaces of units shall have an “off-form” finish which may not be completely free from pin hales or mould stain.
- b)Dimensions: Firth shall not be responsible for checking site dimensions and shall incur no liability for any loss or damage resulting from any want of accuracy in regard thereto.
- c)Specifications: Firth’s specifications and tolerances for Precast Goods are generally based on the relevant NZ Standard. Firth shall be entitled to make such minor variations to the Precast Goods as shall be reasonably necessary for the due completion thereof.
- d)Lifting and Installation: Where lifting devices are specified in the supply contract documents, Firth does not accept responsibility for their subsequent behaviour under load. Where lifting devices are not specified and are insterted by Firth for convenience of handling under factory conditions only, Firth shall not be liable for any damage caused by the use of such devices or their failure under load. Firth takes no responsibility and will not be liable for a Customer’s propping system or other installation activities and any loss resulting therefrom.
- e)Guarantee: Precast Goods are manufactured in accordance with relevant codes and are guaranteed against faulty workmanship. This guarantee is subject to the following exceptions:
 - i.this guarantee shall not include any facing or discolouration of the surface which is caused by the environment; and
 - ii. the materials and surfaces which are supplied and not manufactured by Firth are guaranteed only to the extent of any like guarantee offered by the respective suppliers.

PALLETS: Where pallets are supplied by Firth, Firth may impose an additional charge on the Customer for such supply, as set out in the applicable General Conditions of Quotation. Firth may purchase pallets previously supplied by Firth and issue a credit therefore to whomsoever returns the pallets, such credit being at the sole discretion of Firth but will take account of the condition of the pallets and the cost of collection where appropriate.

ENVIRONMENTAL COMPLIANCE: The Customer acknowledges that it must comply with all laws (including without limitation the Resource Management Act 1991) in respect of the use, storage and/or disposal of any Goods.

MISCELLANEOUS: If at any time Firth does not enforce any of these terms or grants the Customer time or other indulgence, Firth will no be construed as having waived that term or condition or its rights to later enforce that or any other term or condition.

- If any of these terms or any part of them, are held or found to be void, invalid, unenforceable or otherwise ineffective by operation of law, they shall (to the extent necessary) be deemed to be severed from these terms but the remainder shall remain in full force and effect. The right of Firth to sub-contract the whole or any part of any order for Goods is hereby reserved.
- All customary construction industry tolerances will apply to the dimensions and measurements of the Goods unless Firth and the Customer agree otherwise in writing.

FIRTH

A Division of Fletcher Concrete and Infrastructure Limited

National Office

810 Great South Road

Penrose, Auckland

PH: 0800 FIRTH 1



PLANT INFORMATION

Rolleston Certified

311 Wards Road

Rolleston

Rolleston, 7675

PLANT 109	TIME 8:38	DATE 22/05/24	CUSTOMER NO. RFL003		TRUCK 449	DRIVER Sam Gowens	TICKET 10968904	
CUSTOMER NAME Reliable Foundations (South Is					DELIVERY ADDRESS RFL - Lot 44 Lemonwood Estate, 5 Nirmal Way, Rolleston **follow on 11116 Rolleston CANTERBURY			
PURCHASE ORDER 9418 (JOHNY)		ORDER NO. 11117	TAX G15	CREDIT			SLUMP 140 in	
LOAD QTY.	PRODUCT	DESCRIPTION			ORDERED	DELIVERED	UNIT PRICE	AMOUNT
6.00 m3	RP2019AW	20MPa 19mm Ribraft Pump Mix			24.02 m3	24.00 m3	-	-
21.00 li	NCA2	2% Non chloride accelerator			1.00 ds	84.00 li	-	-

LOADING 9:27 AM	AT JOB 9:47 AM	BEGIN POUR 9:47 AM	WASHING	AT PLANT
--------------------	-------------------	-----------------------	---------	----------

JFC pump 218 - Johny placers

SUB TOTAL

DISCOUNT

TAX

TOTAL

PREVIOUS TOTAL

GRAND TOTAL

This batch of concrete is mixed with the proper amnt of water. If additional water is desired, please instruct the driver.	ADDITIONAL WATER ADDED ON JOB →	LITRES 0	By Sam Gowens
--	------------------------------------	-------------	---------------

CAUTION: Freshly mixed cement, mortar, grout, or concrete can cause skin irritation. Avoid direct contact where possible and wash affected areas promptly with water.

CAUTION

RECEIPT AND ACCEPTANCE

BY

DRIVER COMMENTS:

CUSTOMER COMMENTS:

APPLICABLE TERMS: You acknowledge that these Terms of Sales are to be read in conjunction with the Firth General Conditions of Quotation and the Fletcher Building Terms of Credit, which shall all apply to the sale of the Goods to the Customer.

GENERAL: For the purpose of these terms: “Goods” means all building, masonry, stone and concrete products including precast, pre-stressed and certified concrete (as may be sold from time to time) supplied by Firth, including all Goods referred to in any invoice issued by Firth to the Customer at any time; “GST” means goods and services tax within the meaning of the Goods and Services Tax Act 1985.

PRICE: Goods will be invoiced at the price plus GST contained in Firth’s price list, current on the date of delivery unless otherwise agreed in writing by Firth (or if one has been issued, at the price set out in a valid Firth Quotation). Firth may alter any prices without notice and, subject to the Firth General Conditions of Quotation, the purchase price of the Goods payable by the Customer may be different from the price quoted or the price current when the Goods were ordered.

DELIVERY: Except where Firth has agreed to deliver or arrange for the delivery fo the Goods, delivery of the Goods will be deemed complete when the Goods are available for collection from Firth’s premises on the specified delivery date, and the Customer shall be responsible for arranging the carriage of the Goods to the Customer’s premises.

- Where Firth has agreed in writing to deliver or arrange the carriage of the Goods:
 - a) loading or deliveries carried out outside the normal operating hours set out in the Firth General Conditions of Quotation (or as otherwise notified to the Customer) must be by special arrangement and will incur an extra charge;
 - b) delivery will in all cases be deemed complete when the Goods arrive at the delivery address specified by the Customer;
 - c) the Customer is responsible for ensuring, at the Customer’s cost, that the delivery address has safe, sufficient and suitable means of access. Firth shall, at its discretion, determine whether there is safe, sufficient and suitable access and may leave the Goods as near to the delivery address as a safe, hard public road permits or refuse delivery. It is the Customer’s responsibility to provide a spotter if the delivery truck is required to reverse while on site;
 - d) if the Goods cannot be delivered (due to unsafe, insufficient, or unsuitable access or otherwise) or if the Customer fails or refuses to take delivery of any of the Goods at any specified delivery time, Firth may (without limiting any other right that Firth may have) charge the Customer for any of the following expenses incurred - Hourly truck and driver rates for waiting time; and Transportation and/or disposal of the Goods or any other additional expenses incurred in relation to the Goods; and
 - e) delivery of the Goods will be undertaken at the risk of the Customer and Firth will be deemed to be acting as an agent for and on behalf of the Customer and not as a Carrier for the purposes of the Carriage of Goods Act 1979.
- Firth supplies Goods on a best endeavours basis and will not be liable for any loss, costs, general or liquidated damages resulting from a delay in the delivery of the Goods. Any stated time for delivery is an estimate only. Late delivery or failure to deliver any Goods does not entitle the Customer to cancel any order or part order. All claims for errors or short delivery must be made to Firth in writing within five days of delivery. Without limiting any other provision in these terms, Firth is not liable for any shortages or damage to Goods where the Goods are left on-site unattended, following delivery.
- Unless Firth agrees otherwise in writing, delivery charges are to the Customer’s account. The Customer will pay to Firth any additional and/or consequential costs or expenses incurred by Firth in delivering the Goods where it is asked, guided or instructed by the Customer, or otherwise required in the circumstances, to leave a public road or street or paved or sealed road or street to deliver the Goods to the address requested by the Customer, or where safe, suitable and sufficient access is not provided. Such costs or expenses include (but are not limited to) the following:
 - 1) any claims against Firth for damage to third party property;
 - 2) the cost of repairs to the delivery vehicle or any property of Firth if damaged during such delivery;
 - 3) cost of recovery of the delivery vehicle;
 - 4) additional labour or transport costs incurred in such delivery.

CONCRETE MIXES: Unless notified otherwise, Firth standard design mixes are supplied in lieu of written specification.

- Materials or additional water added by the Customer or their representative to the concrete will be a the Customer’s risk and Firth will not accept liability or responsibility for the resultant performance of the concrete.
- Where appropriate, Firth may (at its discretion) charge a disposal fee for any returned concrete, a small load fee for small orders, or out-of-main center travel or set line pumping charges. For more information, see our applicable price list.
- Firth supplies concrete on the assumption that the Customer is familiar with good trade practice for concrete construction as set out in the New Zealand Standard NZS3109.
- Mixes including waterproofing products and other such additives are standard concrete mixes in all respects and have had waterproofing or other additive products added at the dose rate and dosing procedure as stipulated by the manufacturer of the additive product. Any warranty or guarantee given by the manufacturer of the additive product is between the additive manufacturer and the Customer/builder/owner (as applicable), and Firth gives no warranty or guarantee in relation to such additive products.
- Early age care of the concrete is the responsibility of the Customer, and if the Customer is unsure, Firth strongly recommends the Customer take advice on appropriate techniques for early age care in the Customer’s specific circumstances.

TESTING: Unless stated otherwise, quoted prices for Goods are based on our normal quality testing schedule as defined by NZS3104. If the Customer requires specific testing, please contact a Firth Customer Development Representative for pricing. Although Firth staff are trained in concrete quality control testing, its testing services are not IANZ accredited.

- Notwithstanding that testing may be requested in the project specification, concrete will only be sampled for testing on any pour when the Customer specifies this to the Firth dispatcher at the time of ordering concrete for that pour. Firth will conduct any quality testing in accordance with NZS3104.

AESTHETIC FINISH OF THE GOODS: Concrete and concrete products are manufactured from natural materials and may produce varied shades and surface textures. Firth will not accept responsibility for variation in shades and surface textures caused by factors outside of its control.

- Concrete cracking is common and to be expected to some extent. Cracking is caused by factors significantly out of Firth’s control, and Firth will not be liable whatsoever for early aged or hardened concrete cracking or subsequent loss of function or amenity, unless it can be shown concrete compressive strength is less than levels set in NZS3104 and concrete strength is the significant cause for concrete cracking or breakdown of concrete element.
- Efflorescence, both white and brown, is a naturally occurring phenomenon caused by moisture movement through concrete. Firth does not accept responsibility for efflorescence as it is outside of Firth’s control.

PRECAST CONCRETE PRODUCTS: If any or all the Goods include Precast Goods, then in respect to those Precast Goods the following extra clauses will also apply:

- a) Surface Finish: Unless otherwise stated in the quotation for Precast Goods, all formed surfaces of units shall have an “off-form” finish which may not be completely free from pin hales or mould stain.
- b)Dimensions: Firth shall not be responsible for checking site dimensions and shall incur no liability for any loss or damage resulting from any want of accuracy in regard thereto.
- c)Specifications: Firth’s specifications and tolerances for Precast Goods are generally based on the relevant NZ Standard. Firth shall be entitled to make such minor variations to the Precast Goods as shall be reasonably necessary for the due completion thereof.
- d)Lifting and Installation: Where lifting devices are specified in the supply contract documents, Firth does not accept responsibility for their subsequent behaviour under load. Where lifting devices are not specified and are insterted by Firth for convenience of handling under factory conditions only, Firth shall not be liable for any damage caused by the use of such devices or their failure under load. Firth takes no responsibility and will not be liable for a Customer’s propping system or other installation activities and any loss resulting therefrom.
- e)Guarantee: Precast Goods are manufactured in accordance with relevant codes and are guaranteed against faulty workmanship. This guarantee is subject to the following exceptions:
 - i.this guarantee shall not include any facing or discolouration of the surface which is caused by the environment; and
 - ii. the materials and surfaces which are supplied and not manufactured by Firth are guaranteed only to the extent of any like guarantee offered by the respective suppliers.

PALLETS: Where pallets are supplied by Firth, Firth may impose an additional charge on the Customer for such supply, as set out in the applicable General Conditions of Quotation. Firth may purchase pallets previously supplied by Firth and issue a credit therefore to whomsoever returns the pallets, such credit being at the sole discretion of Firth but will take account of the condition of the pallets and the cost of collection where appropriate.

ENVIRONMENTAL COMPLIANCE: The Customer acknowledges that it must comply with all laws (including without limitation the Resource Management Act 1991) in respect of the use, storage and/or disposal of any Goods.

MISCELLANEOUS: If at any time Firth does not enforce any of these terms or grants the Customer time or other indulgence, Firth will no be construed as having waived that term or condition or its rights to later enforce that or any other term or condition.

- If any of these terms or any part of them, are held or found to be void, invalid, unenforceable or otherwise ineffective by operation of law, they shall (to the extent necessary) be deemed to be severed from these terms but the remainder shall remain in full force and effect. The right of Firth to sub-contract the whole or any part of any order for Goods is hereby reserved.
- All customary construction industry tolerances will apply to the dimensions and measurements of the Goods unless Firth and the Customer agree otherwise in writing.