

# MODUS PROPOSAL MA5578-B



**SHIRE OF WICKEPIN**

Harrismith Town Hall

**YARRA-2 CUSTOM TOILET BUILDING**

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# THE MODUS DIFFERENCE

**We make it easy** for you to deliver great looking and functional public toilet buildings. Partnering with Modus ensures a hassle-free project from forward planning to cutting the ribbon.

Here's how we do it:



## **EXPERT ADVICE WHENEVER YOU NEED IT**

It's not always easy to know what you need from your toilet building.

From the number of cubicles required, to best floorplan layout and building style for the open space, or even just what will fit your budget – there's plenty of things to consider. Our project consultants are there to help when you're planning your toilet building project.

When it comes to construction, we also have experts on hand to provide technical support and documentation to make this easy too.



## **PRE-FAB MODULAR FOR FASTEST INSTALL**

We do the hard work off-site so your toilet project happens faster, better and at a lower cost.

With our unique pre-fabricated modular design, your building comes delivered in flat-pack panels, which are pre-clad both sides and doors pre-hung. This means construction is fast, accurate and no specialist installation team is required – you can engage a local carpenter to put it up.

Be wary of other systems sold as 'pre-fabricated kit-form' that arrive on site more or less as a bundle of individual materials.



## **PRE-DESIGNED, ENGINEERED AND COMPLIANT**

No need for an endless number of external consultants to design, engineer and ensure compliance of your toilet building.

Our buildings come in a wide range of pre-designed, engineered and access compliant floorplans, available in a range of attractive styles to suit any location.

We can also customise our buildings with different colours, finishes and design enhancements so you can customise it to match the aesthetic of your open space.



# INTRODUCTION

Date: 12/01/2022

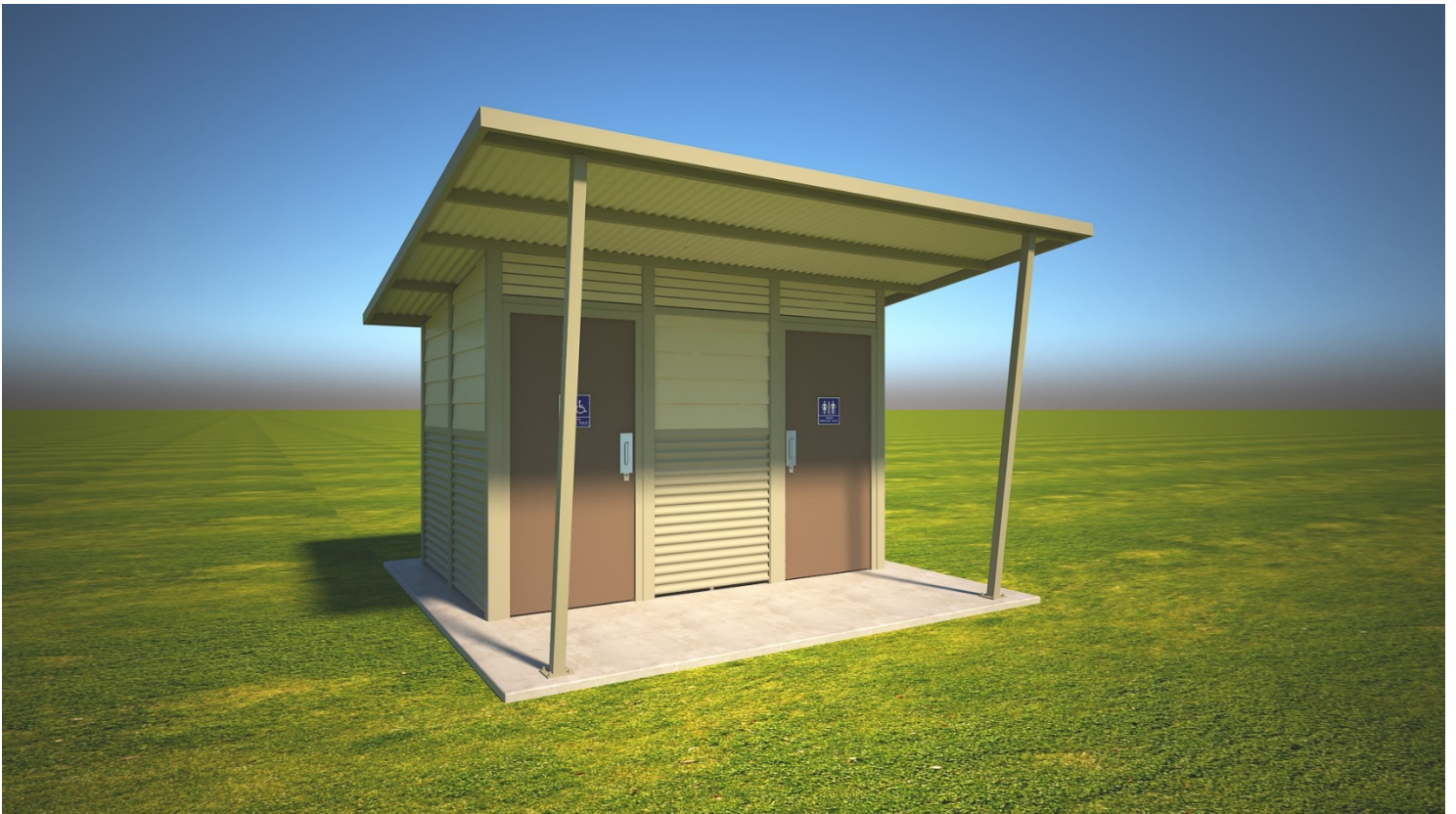
**Attn: Mark Hook**  
Shire of Wickepin

Dear Mark,

Thank you for your valued enquiry regarding our toilet and amenity solutions. Please see the below proposal for your consideration. We trust it meets with your satisfaction.

## YARRA-2 CUSTOM TOILET BUILDING

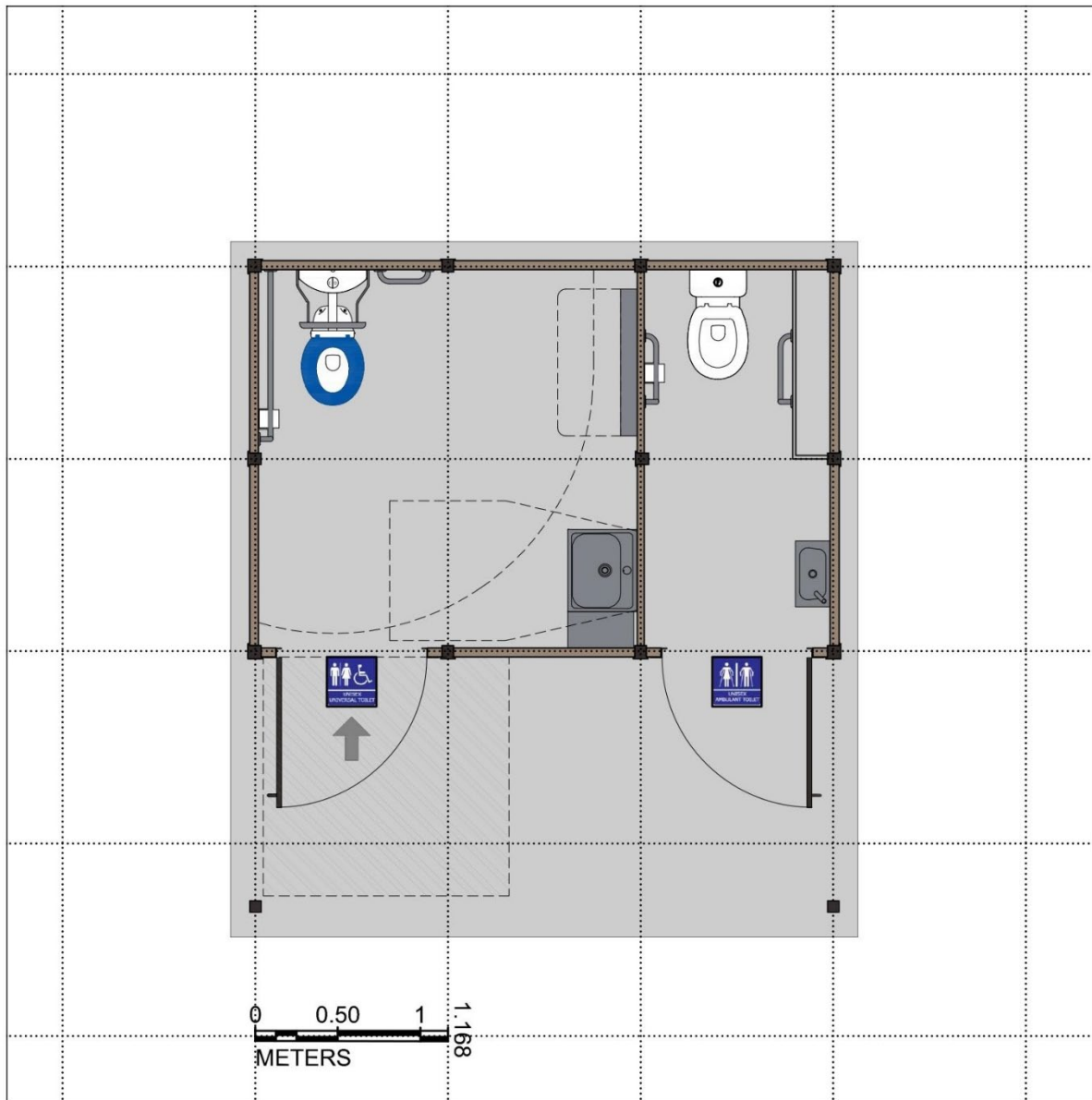
The Yarra Toilet Building distinguishes itself from a standard toilet building with a distinctive skillion style roof line, designed to integrate seamlessly into any environment whilst adding an architectural compliment to its surroundings.



*Note 3D renders/photos may not reflect the exact building in this proposal, we can provide an accurate render upon confirmed order.*

# FLOOR PLAN

## YARRA-2 CUSTOM TOILET BUILDING



*Floor plan above may not contain all fixtures and modifications included in this proposal. For accuracy, refer to the Building Fixtures section. An accurate floor plan can be provided upon confirmed order.*

# SPECIFICATION

## YARRA-2 CUSTOM TOILET BUILDING

ELEMENT	DETAILS
<b>Wall Framing</b>	Proprietary panel system, fully welded steel hot dip galvanized after fabrication
<b>Proprietary Wall Panel System</b>	Pre-clad panels (inside and out) Nutserts fitted to panel sides for bolt together construction on site
<b>External Wall Cladding</b>	Colorbond® Custom Orb sheeting to mid height and powdercoated aluminium fascia planking above Above Door: Powdercoated aluminium battens
<b>Internal Wall Cladding</b>	Mini-orb sheeting in Zinalume finish
<b>Roof</b>	Custom Orb Sheeting with portion light sheet over each cubicle
<b>Door</b>	Solid Core with Colorbond metal skin
<b>Door Hardware</b>	Heavy duty marine grade stainless steel hinges, indicator bolts, door closers (dead locks additional), internal and external pull handles
<b>Door Signage</b>	Tactile Braille blue/white (compliant with AS 1428.1)
<b>Fasteners</b>	Class 3 in painted finish to match building colours
<b>Structural Fixings</b>	Stainless Steel
<b>Structural Engineering Rating</b>	As specified by client
<b>Exposed Steel</b>	Galvanised and powdercoated finish

# BUILDING FIXTURES

## YARRA-2 CUSTOM TOILET BUILDING

ITEM	QUANTITY
Porcelain Toilet Pan & Cistern	2
Large Stainless Steel Wash Hand Basin with Knee Operated Time Flow Tap	1
Small Stainless Steel Wash Hand Basin with Time Flow Tap	1
Set of Stainless Steel Grab Rails	2
Stainless Steel Single Toilet Roll Dispenser	2
Stainless Steel Shelf for Universal Cubicle	1
Distribution Enclosure with Main Switch and MCB/RCD	1
LED Batten Light with day/night switch	3

# COLOURS

## LEGEND

① Also available in COLORBOND® Ultra steel for coastal and industrial environments. All other colours are available in COLORBOND® Ultra steel on request, please speak with your supplier.

② Also available in COLORBOND® Stainless steel for severe coastal and industrial environments. Please speak to your supplier for more information regarding availability.

For further details on the legend, please refer to the back page.

## CLASSIC colour range<sup>1</sup>



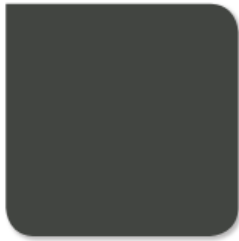
**CLASSIC CREAM™**  
SA = 0.32. BCA = L



**PAPERBARK®**  
SA = 0.42. BCA = M



**PALE EUCALYPT®**  
SA = 0.60. BCA = M



**WOODLAND GREY® ②**  
SA = 0.71. BCA = D



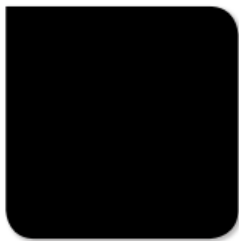
**DEEP OCEAN® ②**  
SA = 0.75. BCA = D



**COTTAGE GREEN®**  
SA = 0.75. BCA = D



**MANOR RED®**  
SA = 0.69. BCA = D



**NIGHT SKY®**  
SA = 0.96. BCA = D

## CONTEMPORARY colour range<sup>1</sup>



**SURFMIST® ② ②**  
SA = 0.32. BCA = L



**EVENING HAZE®**  
SA = 0.43. BCA = M



**SHALE GREY™**  
SA = 0.43. BCA = M



**DUNE® ② ②**  
SA = 0.47. BCA = M



**COVE™**  
SA = 0.54. BCA = M



**WINDSPRAY® ② ②**  
SA = 0.58. BCA = M



**GULLY™**  
SA = 0.63. BCA = D



**MANGROVE™**  
SA = 0.64. BCA = D



**WALLABY™ ②**  
SA = 0.64. BCA = D



**JASPER®**  
SA = 0.68. BCA = D



**BASALT™**  
SA = 0.69. BCA = D



**IRONSTONE®**  
SA = 0.74. BCA = D



**TERRAIN®**  
SA = 0.69. BCA = D



**MONUMENT® ②**  
SA = 0.73. BCA = D

*Note: Pricing allows for the above colours from the standard Classic and Contemporary Colorbond® ranges only, additional materials and finishes available upon request*



# SCOPE OF WORKS

## YARRA-2 CUSTOM TOILET BUILDING

ITEM	BY MODUS	BY OTHERS	N/A
<b>DESIGN + ENGINEERING</b>			
Engineering Drawings	•		
Concrete Specification Plan	•		
Plumbing Pre-Lay Plan	•		
Structural Engineer Sign Off	•		
<b>TOILET BUILDING SUPPLY</b>			
Fabrication, Coating and Pre-assembly of Components	•		
Freight of Kit-Form Building to Site	•		
<b>OTHER ITEMS</b>			
Local Building Permits, Approvals and Fees		•	

# INVESTMENT VALUE

## YARRA-2 CUSTOM TOILET BUILDING

ITEM	QUANTITY	VALUE
<b>Yarra-2 Custom Toilet Building</b> Including Scope and Fixtures as noted	1	\$ 27,521.00
<b>Delivery to Wickepin WA 6370</b>	1	\$ 1,371.00
	<b>TOTAL</b>	<b>\$ 28,892.00 + GST</b>

### NOTES

- Delivery allows for items delivered on pallets, mechanical off-loading (forklift) to be provided by client unless specifically allowed for in above pricing

Please note this proposal is provided on a 'commercial in confidence' basis. Publishing in part or full of this proposal in tender documents or the like, without prior approval by Modus, will be considered a breach. If you would like to include specific parts of this in tender documents, please let us know and we will be more than happy to discuss and approve if warranted.

Thank you for the opportunity to provide a proposal on our solution for your needs, if you have any questions please get in touch with me on the details below. We look forward to assisting you further soon.

Best regards,



**Damien Davies**  
Business Development Manager

M 0400 620 549  
P 1300 945 930  
E [damien@modusaustralia.com.au](mailto:damien@modusaustralia.com.au)

### PREFERRED SUPPLIER APPOINTMENTS AND ASSOCIATIONS



# OPTIONAL EXTRAS

ITEM	VALUE (+GST)
<b>Baby Change Table</b> (horizontal)	\$ 600.00
<b>Deadlocks</b> (per door, pre-fitted) <i>We recommend deadlocks are retrofitted to building after install by your preferred locksmith, if ability to lock doors is required</i>	\$ 275.00
<b>Electronic Locking Programmable</b> (per door, pre-fitted)	POA
<b>Stainless Steel Pans Upgrade</b>	POA
<b>Stainless Steel Hand Dryer;</b> Fantech RapidDry	\$ 330.00
<b>Stainless Steel 1.2L Vertical Soap Dispenser</b>	\$ 117.00
<b>Stainless Steel Hand Towel Dispenser</b>	\$ 207.00
<b>Stainless Steel Triple Toilet Roll Dispenser</b> <i>Not for use in Disabled Cubicle – non-compliant</i>	\$ 242.00
<b>Stainless Steel Jumbo Toilet Roll Dispenser</b>	\$ 155.00
<b>Stainless Steel Mirror;</b> 600mm W x 1000mm H	\$ 495.00
<b>Light Motion Sensor</b>	\$ 98.00
<b>Lighting Timer</b>	\$ 205.00

# EXCLUSIONS / NON-CONFORMANCES

**SPECIFICATION REFERENCE**

**EXCLUSION / NON-CONFORMANCE**

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SPECIFICATION REFERENCE	EXCLUSION / NON-CONFORMANCE

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# PROJECTS





# TERMS + CONDITIONS

These Trading Terms & Conditions (“Terms”) are deemed to be a part of any subcontract or orders for the supply of Goods by Landmark Engineering & Design Pty Ltd (ACN 14 987 095) trading as Modus Australia (‘LED’) to a Customer from time to time. Acceptance of this proposal will deem acceptance of these conditions by the Customer. Any party who acts as an agent for another party such as the developer, builder or owner, must take all responsibility to accept the conditions of contract and payment of goods, and accept that they have full authority to liaise or negotiate with Modus regarding this agreement.

## 1 Interpretation

In these terms unless the contrary intention appears:

“**LED**” means Landmark Engineering & Design Pty Ltd, ACN 147 987 095, including its trading entity Modus Australia.

“**Additional Charges**” includes all delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Customer to LED arising out of the sale of the Goods.

“**Proposal**” means any quotation or written advice of price from LED for its Goods.

“**Customer**” means the person to or for whom the Goods are to be supplied by LED.

“**Goods**” means the Goods sold to the Customer by LED and includes any services provided by LED to Customer.

“**Intellectual Property Right**” means any patent, registered design, patent, trademark, copy-right, trade secret or any other proprietary right of a third party or parties, registered or unregistered, in any country.

“**PPSA**” means the *Personal Property Securities Act 2009 (Cth)*.

“**Purchase Price**” means the list price for the Goods as charged by LED at the date of delivery or such other price as may be agreed by LED and the Customer prior to delivery of the Goods. Quoted prices are to be treated as estimates only and are subject to withdrawal, correction or alteration at any time before acceptance of the order by LED.

## 2 Proposals

- 2.1 Proposals from LED for Goods remain valid for 30 days from date of issue.
- 2.2 Unless otherwise stated, prices provided by LED are based on the following (as relevant and unless expressly stated otherwise in the proposal):
  - 2.2.1 Uninterrupted access to the site and location of product to be installed, by heavy vehicles including concrete trucks and Hiab crane trucks;
  - 2.2.2 Security monitoring of products to prevent damage, including concrete during curing period, to be provided by the Customer;
  - 2.2.3 Site fencing and personnel barriers to be provided by the Customer;
  - 2.2.4 Inductions and WHS compliance to be advised prior to attending site, by the Customer;
  - 2.2.5 Surveying of site and location of services to be conducted by the Customer and report provided to LED;
  - 2.2.6 Soil testing for engineering purposes to be conducted by the Customer and report provided to LED;
  - 2.2.7 All risk for the Goods to transfer to the Customer upon delivery to site;

- 2.3 Unless otherwise stated, prices provided by LED do not include (as relevant and unless expressly stated otherwise in the proposal):

- 2.3.1 Goods & Services Tax (GST);
- 2.3.2 Delivery of Goods;
- 2.3.3 Installation of Goods;
- 2.3.4 Hard digging and rock breaking;
- 2.3.5 Site or the Customer’s specific induction or compliance requirements.

## 3 Order for Goods

- 3.1 An order given to LED is binding on LED and the Customer, if:
  - 3.1.1 a written acceptance is signed for or on behalf of LED; or
  - 3.1.2 the Goods are supplied by LED in accordance with the order.
- 3.2 An acceptance of the order by LED is then to be an acceptance of these Terms by LED and the Customer and these Terms will override any conditions contained in the Customer’s order. LED reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods to the Customer. No order is binding on LED until accepted by it.
- 3.3 An order which has been accepted in whole or in part by LED cannot be cancelled by the Customer without obtaining the prior written approval of LED, which it may refuse in its absolute discretion.

## 4 Limitation of Liability

- 4.1 LED liability is limited to, to the extent permissible by law and at LED’s option;
  - 4.1.1 in relation to the Goods:
    - 4.1.1.1 the replacement of the Goods or the supply of equivalent goods
    - 4.1.1.2 the repair of the Goods
    - 4.1.1.3 the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
    - 4.1.1.4 The payment of the cost of having the Goods repaired
  - 4.1.2 Where the Goods are services:
    - 4.1.2.1 the supply of service again; or
    - 4.1.2.2 the payment of the cost of having the services supplied again.
- 4.2 Any claims to be made against LED for short delivery of Goods must be lodged with LED in writing within 7 days of the delivery date.
- 4.3 To the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms are excluded and LED is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate Customer for:
  - 4.3.1 any increased costs or expenses;

- 4.3.2 any loss of profit, revenue, business, contracts or anticipated savings;
- 4.3.3 any loss or expense resulting from a claim by a third party; or
- 4.3.4 any special, indirect or consequential loss or damage of any nature whatsoever caused by LED's failure to complete or delay in completing the order to deliver the Goods.
- 4.3.5 defects or damages caused in whole or in part by misuse, abuse, neglect, electrical or other overload, non-suitable lubricant, improper installation repair or alteration (other than by LED) or accident;
- 4.3.6 Any transport, installation, removal, labour or other costs;
- 4.4 The exemption, limitations, terms and conditions in these Terms apply whether the loss or damage is caused by negligence or actions constituting fundamental breach of contract.

## 5 Delivery

- 5.1 The times quoted for delivery are estimates only and LED accepts no liability for failure or delay in delivery of Goods. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of LED.
- 5.2 Where the Customer causes delay in delivery, LED may require, at its sole discretion, a storage fee after a period of 14 days. Should a storage fee be required, the Customer will be notified in writing. LED will not be liable for any loss or damage to stored Goods. Storage is at the risk of the Customer.
- 5.3 The Customer, unless by mutual alternate arrangement with LED, is to provide mechanical and/or physical assistance in unloading the Goods at point of delivery.
- 5.4 Risk in accepting the Goods passes on delivery to the Customer.
- 5.5 All Additional Charges are payable by the Customer in addition to the Purchase Price of the Goods.
- 5.6 Return of Goods will not be accepted by LED except by prior agreement in writing with LED. Any Goods returned by written agreement with LED will be subject to a restocking charge of 10% of the Purchase Price of those Goods.

## 6 Variations

Should there be any variation in details, specification, sizes and quantities, delivery instructions or any other item or matter on which the proposal or invoice is based, LED reserves the right to revise and amend the Purchase Price accordingly. LED requires advice of variation requests from the Customer in writing, which will only be accepted based on LED acceptance in writing. Where variation is accepted by LED, the Customer accepts the resulting change to the Purchase Price and delivery timing.

## 7 Price and Payment

- 7.1 The Customer must pay the Purchase Price and the Additional Charges to LED in full at the specified terms, whether standard terms or those imposed at the discretion of LED.
- 7.2 Due to made-to-order nature of products, standard terms are 20% deposit prior to commencement of any works/services or manufacture, additional 30% upon completion of manufacture prior to delivery, balance upon delivery or project completion. Progress claims will be made for site works completed during month period. LED may at its discretion, require the Customer to pay in full prior to delivery. Deposit and progress payments are required, even if the Customer has been approved for credit with LED.
- 7.3 Should the Customer cancel an order prior to fulfilment, LED will at its sole discretion determine the costs that are payable by the Customer.
- 7.4 If the Customer is in default, LED may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.
- 7.5 Interest is charged at the rate of 2% per month from the expiry of that period until the date payment is received by LED.
- 7.6 LED does not accept retention monies being held by the Customer, but can provide a bank guarantee in lieu of such upon request

- 7.7 All amounts payable by the Customer under these Terms must be paid without set-off or counter claim of any kind.

## 8 Intellectual Property

- 8.1 All branding and artwork provided by the Customer is the intellectual property of the Customer. Artwork and branding supplied will only be used for the purposes of satisfying these Terms.
- 8.2 Customer warrants that the use by LED of any intellectual property provided by Customer to LED so that LED may provide the Goods and/or services under these Terms does not infringe any Intellectual Property Rights.
- 8.3 Customer must indemnify and keep indemnified LED against any and all liabilities, expenses, losses and/or damages including attorney's fees whether direct, indirect or consequential, arising from a third party, alleging that the Goods infringe the Intellectual Property Right of the third part due to LED's use in the production of the Goods of any branding, artwork or other intellectual property provided to LED by Customer.

## 9 Retention of Title

- 9.1 Ownership, title and property in the Goods and in the proceeds of sale of those Goods remains with LED until payment in full for the Goods and all sums due and owing by the Customer to LED on any account has been made. Until the date of payment:
  - 9.1.1 the Customer has the right to sell the Goods in the ordinary course of business;
  - 9.1.2 the Goods are always at the risk of the Customer.
- 9.2 The Customer is deemed to be in default immediately upon the happening of any of the following events:
  - 9.2.1 if any payment to LED is not made promptly before the due date for payment;
  - 9.2.2 if the Customer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Customer payable to LED is dishonoured;
- 9.3 In the event of a default by the Customer, then without prejudice to any other rights which LED may have at law or under this Agreement:
  - 9.3.1 LED or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods.
  - 9.3.2 LED may recover and resell the Goods;
  - 9.3.3 if the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, LED may in its absolute discretion seize all Goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of LED and the Customer may be ascertained. LED must promptly return to the Customer any Goods the property of the Customer and LED is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods.
  - 9.3.4 In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for LED. Such part will be an amount equal in dollar terms to the amount owing by the Customer to the LED at the time of the receipt of such proceeds. The Customer will pay LED such funds held in trust upon the demand of LED.
- 9.4 Separately, Customer hereby charges all its right, title and interest to and in the proceeds of sale of the Collateral (as defined in the PPSA) as original collateral, or any of it, in favour of the LED.

## 10 PPSA

- 10.1 Defined terms in this clause have the same meaning as given to them in the PPSA.

- 10.2 LED and the Customer acknowledge that these Terms constitute a Security Agreement and entitle the LED to claim:
- 10.2.1 a Purchase Money Security Interest (“PMSI”) in favour of LED over the Collateral supplied or to be supplied to the Customer as Grantor pursuant to these Terms; and
  - 10.2.2 a security interest over the proceeds of sale of the Collateral referred to in (a) as original collateral.
- 10.3 The Goods supplied or to be supplied under these Terms fall within the PPSA classification of “Other Goods” acquired by the Customer pursuant to these Terms.
- 10.4 The Proceeds of sale of the Collateral referred to in clause 10.2.1 falls within the PPSA classification of “Account”.
- 10.5 LED and the Customer acknowledge that LED, as Secured Party, is entitled to register its Security Interest in the Collateral supplied or to be supplied to Customer pursuant to these Terms and in the relevant Proceeds.
- 10.6 To the extent permissible at law, the Customer:
- 10.6.1 waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer to LED.
  - 10.6.2 agrees to indemnify LED on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;
    - 10.6.2.1 registration or amendment or discharge of any Financing Statement registered by or on behalf of LED; and
    - 10.6.2.2 enforcement or attempted enforcement of any Security Interest granted to LED by the Customer;
  - 10.6.3 agrees that nothing in sections 130 and 143 of the PPSA will apply to these Terms or the Security under these Terms;
  - 10.6.4 agrees to waive its right to do any of the following under the PPSA:
    - 10.6.4.1 receive notice of removal of an Accession under section 95;
    - 10.6.4.2 receive notice of an intention to seize Collateral under section 123;
    - 10.6.4.3 object to the purchase of the Collateral by the Secured Party under section 129;
    - 10.6.4.4 receive notice of disposal of Collateral under section 130;
    - 10.6.4.5 receive a Statement of Account if there is no disposal under section 132(4);
    - 10.6.4.6 receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.
    - 10.6.4.7 receive notice of retention of Collateral under section 135;
    - 10.6.4.8 redeem the Collateral under section 142; and
    - 10.6.4.9 reinstate the Security Agreement under section 143.
  - 10.6.5 All payments received from the Customer must be applied in accordance with section 14(6)(c) of the PPSA.

## 11 No Implied Service

The Customer acknowledges that except as provided by law this Agreement does not entitle the Customer to demand to receive from us any site

inspection or service of the Goods supplied, delivered and/or installed, such work to be the subject of a separate agreement if applicable.

## 12 Regulatory and Government Approvals

Unless specifically stated otherwise, LED is not responsible for building or development application or fees to Council or relevant approvals for installation and use of Goods as may be required by Council or Government Codes. Responsibility to obtain such approvals rests solely with the Customer.

## 13 On-Sale

The Customer agrees that upon the on-sale of any Goods to third parties, it will:

- 13.1 inform any third party involved of these Terms;
- 13.2 inform any third party of LED’s product warranties if any; and
- 13.3 not make any misrepresentations to third parties about the Goods.

## 14 Trustee Capacity

If Customer is the trustee of a trust (whether disclosed to LED or not), Customer warrants to LED that:

- 14.1 Customer enters into this Agreement in both its capacity as trustee and in its personal capacity;
- 14.2 Customer has the right to be indemnified out of trust assets;
- 14.3 Customer has the power under the trust deed to enter into this Agreement; and
- 14.4 Customer will not retire as trustee of the trust or appoint any new or additional trustee without first advising the LED.

## 15 Clerical Errors

Clerical errors in computations, typing or otherwise of catalogue, quotation, acceptance offer, invoice, delivery docket, credit note, specifications of LED shall be subject to correction.

## 16 Indemnity

To the full extent permitted by law, Customer will indemnify LED and keep LED indemnified from and against any liability and any loss or damage LED may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms by Customer or its representatives.

## 17 General

- 17.1 These Terms are to be construed in accordance with the laws from time to time in the State of Western Australia and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia, Australia and any courts which may hear appeals from those courts in respect to any proceedings in connection with these Terms.
- 17.2 These Terms contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.
- 17.3 Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Agreement.
- 17.4 LED may, at its sole discretion, subcontract or assign its rights and obligations hereunder.
- 17.5 The Customer may not assign its rights and obligations hereunder without the express written permission of LED.

No waiver of any of these Terms or failure to exercise a right or remedy by LED will be considered to imply or constitute a further waiver by LED of the same or any other term, condition, right or remedy.

# ACCEPTANCE

Let's do this. Review all details, sign below and send to us so we can get this happening for you.

## SUMMARY

<b>Proposal No.</b>	<b>MA5578-B</b>
<b>Contract Total</b>	<b>\$ 28,892.00 + GST</b>
<b>Scope</b>	As detailed in this proposal

Please note acceptance of this proposal confirms your acceptance of our terms and conditions.

Once we've received your acceptance, we will be in touch to confirm your order and advise any further information required for us to commence your order.

I wish to proceed with this proposal:

---

Your Name and Title

---

Company Name

---

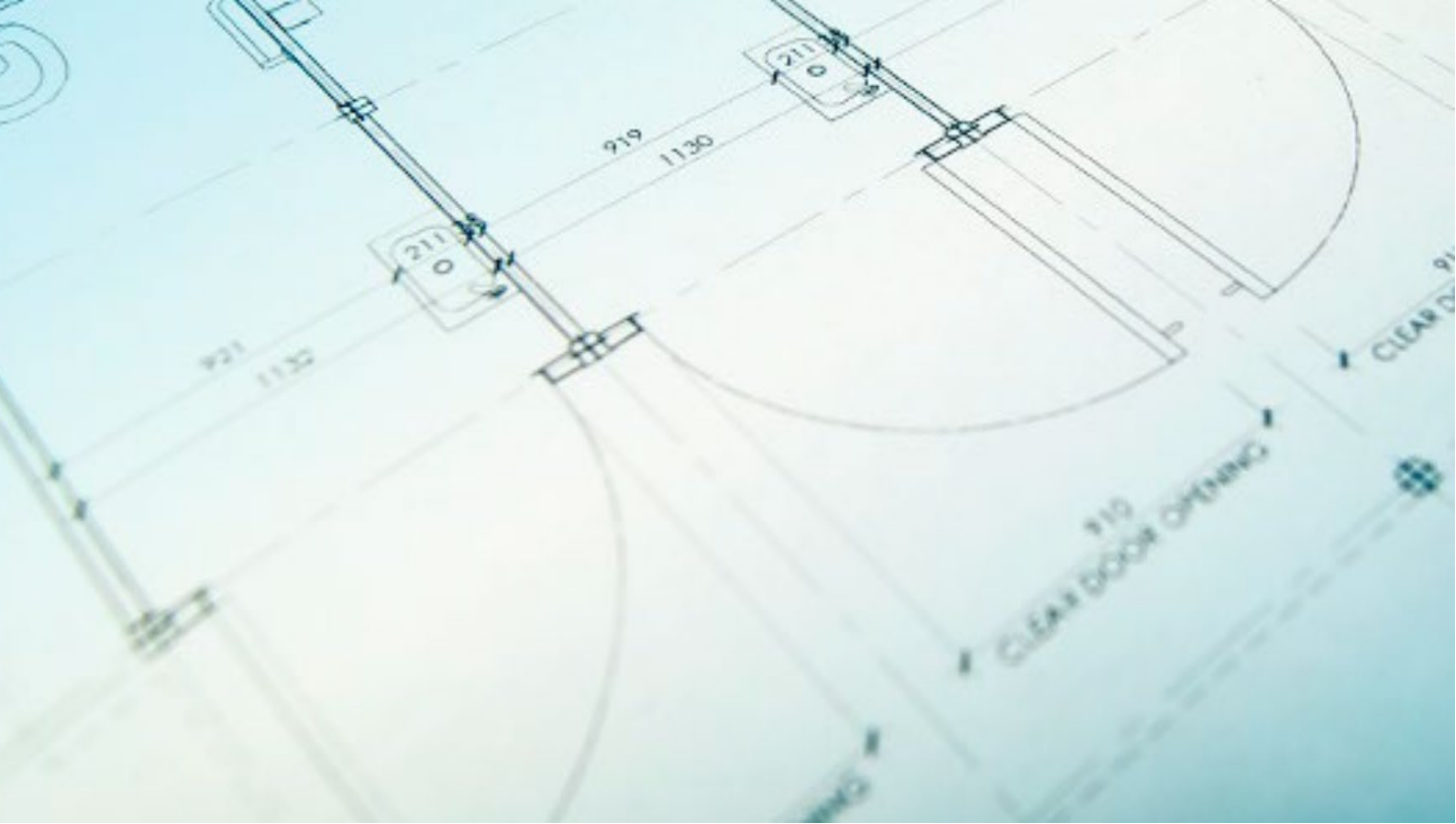
Authorised Signature

---

Purchase Order / Contract No. (if required)

---

Date



## TOILET AMENITY BUILDING PROJECTS MADE EASY

- Engineering Certification
- Plumbing Pre-Lay Plan
- Concrete Specification Plan
- Installation Instructions
- Prefabricated Modular Building Kit
- Technical Support Team





## GOT QUESTIONS?

Get in touch



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