

RCQ PROJECTS PTY LTD

ABN 72 614 089 066

PO Box 1132
Maroochydore
QLD 4558

P. +61 7 5459 1800
F. +61 7 5459 1899
E. accounts@rcq.net.au
W. rcq.net.au



PURCHASE ORDER No. RC5-523-5500

THIS PURCHASE ORDER NUMBER **MUST** APPEAR ON ALL RELEVANT DELIVERY DOCKETS AND TAX INVOICES OR PAYMENT MAY BE DELAYED

PROJECT NO. RC5-523
PROJECT NAME 70 THE STRAND

SUPPLIER: NATIONAL TILES CO PTY LTD

NAT011

525 GRAHAM STREET
PORT MELBOURNE
VIC 3207

ATTENTION: Stuart Watt

P. 03 5241 0711
F. 03 5243 8811

M. 0449 808 146
E. swatt@nationaltiles.com.au

Item	Cost Code	Description	Amount (Excluding gst)
1.	31-001	Supply and delivery of tiles for the commercial tenancy per attached quote and schedules. All tiles are to be made available in the August 21 period. Ensure data sheets are submitted for each tile for the Operation and handover manuals.	\$15,113.26

**NOTE: PROOF OF INSURANCE COVERS FOR PUBLIC LIABILITY
AND WORK COVER WILL BE REQUIRED BEFORE ANY
WORK IS PERFORMED ON SITE**

Total \$15,113.26

**Add GST where
applicable**

CONDITIONS OF PURCHASE: PLEASE SEE ATTACHED.

DELIVERY DETAILS

DELIVERY DATE: Refer above clarification. Will be called up by RCQ Site Manager Lloyd Miller
DELIVER TO: 70 The Strand Townsville QLD 4810
DELIVERY INSTRUCTIONS: Ensure that all deliveries are booked in with Lloyd to ensure space for the truck and unloading
RCQ CONTACT: Lloyd Miller M. 0400 312 876

REFERENCED DOCUMENTS

1. National Tiles Quote 7724458 (minus the SPAWP1015)
2. Commercial Finishes Excel

SPECIAL CONDITIONS

1. All deliveries to be booked in 48hours prior with Lloyd Miller
2. All deliveries are to have delivery dockets

APPROVED ON BEHALF OF RCQ:

Melissa Parsons
.....
SIGNED

10/06/2021
.....
DATED

RCQ Terms and Conditions for Supply of Goods and Services

1 The parties

The parties to this contract are RCQ Projects Pty Ltd (**RCQ**) and the person to whom the purchase order is addressed (**Supplier**).

2 The contract

2.1 This contract (**contract**) is comprised of:

- (a) the purchase order;
- (b) these terms and conditions for supply of goods and services;
- (c) The content of all documents referred to in the purchase order; and
- (d) all representations of the suitability and performance of the goods and/or services made by the Supplier in its offer, any correspondence from the Supplier (or its representatives) or any material provided by the Supplier relating to the goods and/or services.

2.2 The following are excluded from this contract:

- (a) All terms and conditions of supply proposed by the Supplier; and
- (b) All conditions, limitations of liability, reservations, qualifications or the like stated in the Supplier's offer or in any material published Supplier relating to the goods and/or services.

3 Main obligations

The Supplier must supply the goods and/or services and RCQ must pay the price, as stated in the purchase order, in accordance with this contract.

4 The price and payment

The prices stated in the purchase order are fixed and are subject to adjustment only in accordance with this contract.

RCQ must pay the price at the times stated in the purchase order but only if the Supplier first gives RCQ a valid tax invoice for the amount payable in accordance with this contract (**payment claim**).

The Supplier must deliver a payment claim to RCQ on the 5th day of the month stating the goods and services delivered to RCQ by the last business day of the previous month (**reference date**).

If RCQ disputes the amount claimed by the Supplier in the payment claim it must, within 15 business days after receiving the payment claim, issue a payment schedule to the Supplier stating the amount scheduled for payment and the reasons for any difference. Within 5 business days of receiving the payment schedule the Supplier shall issue to RCQ a tax adjustment note to reflect the scheduled amount.

RCQ shall pay the Supplier the amount certified by RCQ within 25 business days from receipt of the payment claim on or after the reference date in accordance with this clause (**payment terms**).

Unless the purchase order specifically and clearly states a different reference dates or payment terms then the provisions in this clause shall prevail.

5 Goods

The Supplier warrants that it will supply and deliver the goods strictly in accordance with the following:

- (a) This contract;
- (b) The Supplier's offer (to the extent only the offer is consistent with this contract and excluding terms and conditions in the offer);
- (c) Any description, product information or sample of the goods the Supplier has given to RCQ;
- (d) Any legislative requirement applicable to the goods or this contract including for non-conforming building products under Part 6AA of the *Queensland Building and Construction Commission Act 1991* (Qld) (**QBCC Act**); and
- (e) All standards, codes, guidelines applicable to the goods supplied.

Unless stated otherwise, the Supplier must also supply any ancillary goods,

whether expressly stated in its offer or this contract, which are commonly included with goods of a similar nature to the goods.

Title in the goods passes to RCQ on delivery of the goods. The supplier remains liable for the suitability, quality and performance of the goods despite RCQ's acceptance of the goods to effect delivery.

6 Services

The Supplier warrants that it will perform the services in strict accordance with this contract and the supplier's offer (only to the extent the offer is consistent with this contract) and to a standard required by law or generally applicable standard for the performance of those services.

7 Technical data and certificates

The Supplier must deliver to RCQ all technical data and engineering certificates stated in the purchase or required to comply with any statutory requirements (including for the certification of the project) for which the goods and/or services are supplied.

8 RCQ's instructions and changes

RCQ may vary the supply of goods and/or services including delivery date(s).

The Supplier must comply with RCQ's written instructions in respect of the supply of goods and/or services under this contract.

If the Supplier considers an instruction from RCQ constitutes a change to the scope of the Supplier's obligations under this contract, the Supplier shall notify RCQ, in writing, within 3 business days of receiving RCQ's instruction detailing the effect of the variation including all costs.

RCQ and the Supplier shall agree the reasonable change to the price or any date for performance. If the parties cannot agree within 10 business days after RCQ's instruction, RCQ will determine the effect of the change and notify the Supplier of that determination.

9 Intellectual Property (IP) and confidentiality

The Supplier warrants to RCQ that it owns, or has sufficient rights to, the IP in the design of the goods or in the services to discharge its obligations under this contract.

The Supplier grants RCQ a perpetual, royalty free and transferable licence to use the IP in the goods and/or services for the purposes for which they are supplied. The Supplier must keep confidential all material given to it by RCQ related to this contract, except where that material is already in the public domain or the Supplier is required by law to disclose that material to a third party.

10 Statutory requirements (including health, safety & environment)

The Supplier must comply with all statutory requirements relating to the

performance of its obligations under this contract, including giving all required notices, payment of applicable statutory fees and charges, obtaining and maintaining all necessary licences and accreditations, etc.

If the Supplier must deliver the goods to or perform any services on RCQ's site, the Supplier:

- (a) must comply with all health, safety and environmental (**HSE**) legislative requirements, RCQ's HSE requirements, site management plans and all instructions by RCQ in relation to HSE compliance; and
- (b) indemnifies RCQ against any liability incurred by RCQ arising out of, or connected to, any breach of any statutory requirement caused or contributed to by the Supplier, their employees, contractors or agents.

11 Defects

The Supplier must continually identify and rectify all defects in the goods or services and either promptly repair or replace any goods so that they comply with this contract.

RCQ may instruct the Supplier to rectify a defect, or replace any goods within a specified time (or in a reasonable time if no time is specified). If the Supplier does not comply with that instruction, RCQ may engage others to rectify the defect and the rectification cost will be a debt owed by the Supplier to RCQ.

12 Indemnity

The Supplier indemnifies RCQ against any liability or damages suffered by RCQ arising out of any damage to the goods before title passes to RCQ or damage to any property caused or contributed to by the Supplier (including the Supplier's employees, contractors and agents) or for injury to any person caused by the goods, the delivery of the goods or damage or injury arising out of or in connection with the performance of the services except to the extent that RCQ has contributed to the liability or damages suffered by RCQ.

13 Insurances

The Supplier must effect and maintain insurance policies, each in an amount sufficient to cover the Supplier's potential liability under this contract, for public liability insurance, any specific insurance policies stated in the purchase order and, unless stated otherwise in the purchase order, transit insurance for the goods and product liability insurance.

If requested by RCQ, the Supplier must satisfy RCQ of the sufficiency and currency of all insurance coverage during the period that the Supplier may be liable.

14 Default and determination

RCQ may terminate this contract by written notice to the Supplier, if:

- (a) the Supplier becomes insolvent, is wound up, enters into any arrangement with creditors, fails to pay any judgment entered against it within 7 days, has a bankruptcy petition presented against it or fails to pay any of its debts when they fall due;
- (b) the Supplier is otherwise in default of this contract; or
- (c) for any other reason including for convenience.

If this contract is terminated by RCQ under subclause 14(c), the Supplier shall be paid for all goods and/or services completed to the date of termination and any actual and direct costs of goods reasonably procured by the Supplier for the performance of the Contract which cannot be returned and/or refunded (subject to clear title passing to RCQ upon payment).

15 Notices

All notices under this contract shall be given in writing by hand delivery, post, facsimile or email.

16 Dispute resolution

Disputes or differences arising between RCQ and the Supplier shall be notified in writing and a conference shall be held between senior representatives from each party to make a reasonable attempt to resolve the dispute.

If the dispute is not resolved within 14 days of giving a notice of dispute, the parties agree that the dispute may be referred to mediation conducted in Brisbane in accordance with the Resolution Institute Mediation Rules and the cost of the mediator is to be shared equally by the parties.

In the event the dispute is not resolved within 42 days from being referred to mediation the party is entitled to commence legal proceedings.

Notwithstanding the existence of any dispute between RCQ and the Supplier, the parties must continue to perform and comply with the contract.

17 Applicable law

Unless otherwise specified, the laws applicable in Queensland govern this contract. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts competent to hear appeals from those courts.

18 Definitions

The following terms and expressions in this contract have the stated meanings: **business day** means any day that is not a Saturday, Sunday, a public holiday or 27 to 31 December of any year.

deliver means hand over to, at the place specified in the purchase order, and signed acceptance of the goods by an RCQ employee (or a representative with written authorisation to accept delivery) at that place and delivery has a comparable meaning.

goods means the materials, plant, equipment or other supplies stated in the purchase order.

price means the price, exclusive of GST, payable by RCQ as stated in the purchase order.

purchase order means the document RCQ has issued to the Supplier stating the details and particulars referred to in these terms and conditions.

services means the services expressly stated in the purchase order together with any services that are necessary to perform those services and any services associated with the supply of goods.

tax invoice means an invoice that complies with *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

19 Special Conditions

Any special conditions applying under this contract are stated or referred to in the purchase order.



NATIONAL TILES CO PTY LTD
103-131 WAYNE GOSS DRIVE
BERRINBA
QLD 4117
Phone: 0732730333 Fax: 0732732066

ABN 57007381599

QUOTATION

**** Reprint ****

Quote Date: 16-JUL-20
Quote No: 7724458

Quote To:

RCQ CONSTRUCTION
PO BOX 1132
MAROOCHYDORE
QLD
TRADE CLUB CARD
B/C# 3917 S/C# 4917 4558
PH: 0754591800

Deliver To:

RCQ CONSTRUCTION
THE STRAND
TOWNSVILLE
QLD 4558

FOR ALL ORDER ENQUIRIES
PLEASE CALL THE STORE ON
0732730333

Account	Order Ref	Terr	Whse	Rep	Valid until
ARCQCON	STRAND COMMERCIAL	770	50	523 Stuart Watt	15-AUG-20

Item Code	Item Description	Stk Grp	Quantity	UOM	Item Price	Disc %	Total Inc GST
	TILE QUOTATION - THE STRAND COMMERCIAL TOWNSVILLE *****						

	FT2						
NT17-4328FL	TECH LAB EVO SIMPLY GREY NATURAL 300X600	S	270.72	M2	22.50		6,091.20
	WT1						
NT18-1057DT	PALOMA ROSE GLOSS 65X200	S	2.00	M2	55.00		110.00
	WT2						
NT17-4055FL	DOLCE VITA AMALFI ROSA MATT 293X293	S	2.82	M2	55.00		155.10
	WT3						
NT18-1050DT	PALOMA WHITE GLOSS 65X200	S	66.00	M2	55.00		3,630.00
	WT4						
NT18-1055DT	PALOMA MOSS GREEN GLOSS 65X200	S	21.00	M2	62.00		1,302.00
	WT5						
NT19-6050WL	LIBERTY WHITE MATT 60X400	S	24.00	M2	22.00		528.00
	WT7						
NT16-1001GM	LANTERN CARRARA MARBLE MOSAIC 75X62 ON 295X305	S	50.00	EA	19.80		990.00
	WT8						
PACUM366	PENNY ROUND SHADOW GREEN 314x328	I	1.03	M2	129.00		132.87
	WT9						
SPAWP1015	MASIA NERO GLOSS 75X150 ONLY AVAILABLE IN GLOSS FINISH	S	4.00	M2	55.00		220.00
	WT13						
NT20-1010DT	JAPANESE IMPRESSION MK2 SNOW STICKS MOSAIC 284X298MM Due to the use of reactive glaze variations between shipments are normally greater than that found in normal tile production. It is very important that tiles are inspected prior to installation and accepted by	S	240.00	EA	8.00		1,920.00

Continued on next page...



NATIONAL TILES CO PTY LTD
103-131 WAYNE GOSS DRIVE
BERRINBA
QLD 4117
Phone: 0732730333 Fax: 0732732066

QUOTATION

**** Reprint ****

Quote Date: 16-JUL-20
Quote No: 7724458

ABN 57007381599

Item Code	Item Description	Stk Grp	Quantity	UOM	Item Price	Disc %	Total Inc GST
	the customer. No claims will be recognized for variation from any instore samples provided. ***** WT10						
DTIMT015	PENNY ROUND BLACK MATT MOSAIC 294X315 SHEET ***** WT11	I	38.00	EA	7.09		269.42
DSSMT1120	PENNY ROUND RED GLOSS 19MM ON 294X315 SHEET *****	I	0.00	M2	132.00		0.00
FREIGHT	PALLET DELIVERY FORK UNLOAD	Z	8.00	EA	187.00		1,496.00

Delivery Instructions:

Total Ex	15,343.26
GST	1,531.33
Total	16,844.59

ALL ACCOUNT CORRESPONDENCE
PO BOX 1042 Grovedale VIC 3216
Ph: (03) 5241 0711
Email: credit@nationaltiles.com.au

50% deposit is required to confirm your order (for non-account customers). Please use ARCQCON as your payment reference.

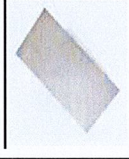
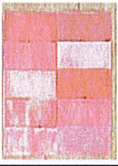
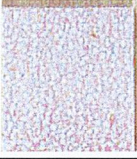
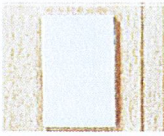
EFT BANKING DETAILS BSB: 083 004 Account: 645288646

IMPORTANT

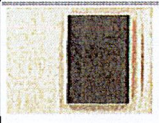
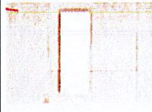
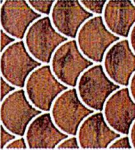
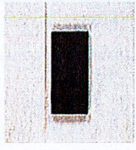
BEFORE YOU HAVE YOUR TILES INSTALLED PLEASE FIRST REFER TO OUR
CUSTOMER/TILE CARE INSTRUCTIONS AND TERMS & CONDITIONS AT:
<https://www.nationaltiles.com.au/tile-care-instructions>



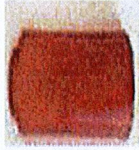
Commercial Finishes for National Tiles

Item	Image	Description	Location	Specification	Notes	Comments	Qty	Unit	Rate	Amount (Excl GST)
FT1		Floor tile	GF and First Floor Levels (as shown on plan) and lift cart stairs	Timber Look tile Colour: Molten Roble Pressed Finish: Matt Size: 150x900 Grout Colour: Brown	P3 Slip Rating SS reverse angle to all floor finish junctions	By others				
FT2		Floor / Wall Tile	GF and First Floor Amenities	Tech lab Evo Grey natural Code: NT17-4328FL Size: 300x600 Grout Colour: Mapei Ultracolor Plus River Grey	P3 Slip Rating SS reverse angle to all floor finish junctions	Approved	270.72	m2	\$20.45	\$5,536.22
FT3		Floor Tile Nosing	Stairs	DTI Specialty Tiles Mustard Yellow Step Tread 75 x 150 Code: 15077		Not accepted - new selection by others				
WT1		Wall Tile	GF Sweets	Paloma glazed ceramic wall tiles with pressed edge Finish: Gloss Colour: Rose Size: 65 x 200 Grout Colour: mapei, ultracolor plus terracotta (143) Layout: vertical stack bond	Random mix tiles prior to laying	Approved	2	m2	\$50.00	\$100.00
WT2		Wall Tile	GF Sweets	Dolce Vita Porcelain Tile with Rectified Edges and Terrazzo Look Finish: Matt Colour: Amaifi Rosa Size: 293 x 293 Grout Colour: to match WT1 Layout: Grid		Approved	2.82	m2	\$50.00	\$141.00
WT3		Wall Tile	Female basin wall PWD basin wall Italian kitchen awning GF café behind shelving GF sweets front room	Paloma Glazed Ceramic Wall Tiles with Pressed Edge Finish: Gloss White Size: 65 x 200 Layout: Vertical Slack Bond GF SWEETS Grout Colour: Mapei, Ultracolor Plus Terracotta (143) GF & L1 Amenities Grout Colour: Mapei, Ultracolor Plus River Grey (115)	Random mix tiles prior to laying	Approved	66	m2	\$50.00	\$3,300.00

Commercial Finishes for National Tiles

Item	Image	Description	Location	Specification	Notes	Comments	Qty	Unit	Rate	Amount (Excl GST)
WT4		Wall Tile	Male basin wall Asian kitchen awning	Paloma Glazed Ceramic Wall Tiles with Pressed Edge Finish: Gloss Colour: moss green size: 65 x 200 Grout Colour: mapei, Ultracolor Plus River Grey (115) Layout: Vertical Stack Bond	Random mix tiles prior to laying	Approved	21	m2	\$56.36	\$1,183.56
WT5		Wall Tile	GF Kitchens (back wall)	Liberty glazed ceramic wall tiles with pressed edge Finish: Matt Colour: White Grout Colour: mapei, ultracolor plus river grey (115) size: 40 x 600		Approved	24	m2	\$20.00	\$480.00
WT6		Wall Tile	GF Kitchen - Turkish Façade below Counter	Fan Mosaic Colour: Aluminium Bronze Code: 1000097 Grout Colour: Mapei, Ultracolor Plus River Grey (115) Size: 40 x 600		National tiles unable to source				
WT7		Wall Tile	GF Kitchen - Turkish Curved bulkhead	Lantern Mosaic Colour: Carrara Marble Size: 295 x 305 Grout Colour: Mapei, Ultracolor Plus River Grey (115) Layout: Verticle		Approved	4.5	m2	\$199.80	\$899.10
WT8		Wall Tile	GF Kitchen - Turkish Façade Awning	MOS Glas Dots 10 Colour: Blue Size: Sheet 300 x 300 Grout Colour: Mapei, Ultracolor Moon White (103)	Alternative provided by National tiles	Approved	1.03	m2	\$117.27	\$120.79
WT9		Wall Tile	GF Kitchen - Italian curved bukhead	Masia glazed ceramic wall tiles with pressed edge Finish: matt Size: 75 x 150 Grout Colour: Mapei, Ultracolor Plus Tornado (174) Layout: Verticle stack bond		National unable to provide Matt finish - architect will source	4	m2		

Commercial Finishes for National Tiles

Item	Image	Description	Location	Specification	Notes	Comments	Qty	Unit	Rate	Amount (Excl GST)
WT10		Wall Tile	GF Kitchen Italian - Façade below Bench	Mono Penny round Mosaic Tile Finish: matt Colour: black Size: 310x315 Code: 97707 Grout Colour: Mapei, Ultracolor Plus Tornado (174) Layout: Grid	WT10 - National Alternative	Approved	3.5	m2	\$70.00	\$245.00
WT11		Wall Tile	GF Kitchen - Italian Façade Pizza Oven	Mosaic Dot Tiles Finish: mix of matt and gloss Colour: Red Size: 282x282 Code: 1009727 Grout Colour: Mapei, Ultracolor Plus Tornado (174) Layout: Grid	WT11 - National Alternative	31/05 - client would like a sample sent up, request sent to National Tiles 04/06- NT are organising a sample to come up, will only be all gloss though	15	m2		
WT12		Feature Wall Tiles	GF Asian Kitchen - Façade treatment	Glazed, Terracotta Chinese Roof Tiles Size: 95w x 195L (+tounge) x 50h	Note only about 100 Available	By others Will need to be replaced - Qty shortage				
WT13		Wall Tile	L1 Back bar	Japanese Impressions Finger Mosaics Colour: Snow 284 x 298 Grout Colour: Mapei, Ultra Plus Tornado (174) Layout: horizontal		Approved	240	sheets	\$7.27	\$1,744.80
									Freight	\$1,360.00
									TOTAL	\$15,110.47

From: [Mellissa Parsons](#)
To: [Stuart Watt](#)
Cc: [Daniel Ogden](#); [Lloyd Miller](#); [Andrew Collyer](#)
Subject: 70 The Strand | Commercial Tile Order (National)
Date: Thursday, 10 June 2021 12:19:38 PM
Attachments: [facebook_logo@2x_26508827-e760-4f91-af51-7276851ce991.png](#)
[instagram_logo@2x_af1f28be-4495-436e-9a55-2af51774bcdd.png](#)
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[RCQlogo_d039a935-3f1d-4532-80a4-3227b78e5fd9.png](#)
[RC5-523-5500.pdf](#)

Good afternoon Stuart

Please find attached purchase order **RC5-523-5500** for the order of the commercial tiles at 70 The Strand

Please note the following

- Invoice to be made out to RCQ Projects Pty Ltd
- Purchase order number to be on the invoice
- Delivery dockets with all deliveries
- Deliveries are to be booked in with Lloyd miller prior arriving on site to ensure space and unloading facilities

Please confirm that order has been placed and supply tracking details when shipments leave

Any questions please don't hesitate to give us a call to discuss

Can you please organize to be sent the following items for the hand over manuals

- tech data sheets
- slip rating certificates if applicable
- fire rating certificates if applicable
- warranty
- cleaning and care

Thanks
Mellissa

MELLISSA PARSONS

Project Administrative Assistant

D +61 7 5459 1853 **E** mparsons@rcq.net.au
P +61 7 4771 3077 **W** rcq.net.au



Suite 4, 458 Flinders Street, Townsville QLD 4810

PO Box 5988, Townsville QLD 4810



SUNSHINE COAST | BRISBANE | TOWNSVILLE | QBCC 15028054

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