

CONSTRUCTION CONTRACT AGREEMENT

PARTIES

- This Construction Contract Agreement (hereinafter referred to as the “**Agreement**”) is entered into on 20/12/2023 (the “**Effective Date**”), by and between Stainless Steel QLD, with an address of Brisbane St, Brisbane QLD 4000 (hereinafter referred to as the “**Contractor**”), and Commercial Project, with an address of Brisbane St, Brisbane QLD 4000 (hereinafter referred to as the “**Client**”) (collectively referred to as the “**Parties**”).

CONSTRUCTION PROPERTY

- The Property that is to be constructed is located at the following address:

123 Brisbane St, Brisbane QLD 4000

SCOPE OF WORK

The Constructor agrees to perform the Stainless Steel Cladding supply and installation as per the below:

1. Type ILG-320A Stainless Steel Internal Panels – Flat
2. Type ILG-321 Stainless Steel Internal Panel – Perforated
3. Type ILG-322 Stainless Steel Internal Panels – Flat
4. Type ILG-325 Stainless Steel Panels with Fin
5. Type EWS-401A Stainless Steel Wall System
6. Type EWS-401C Stainless Steel Wall System – Finish C

In addition to the aforementioned, the Constructor agrees to abide by and perform all the work that is shown on the construction plan available on site.

TERM

- This Agreement shall be effective on the date of the signing this Agreement (hereinafter referred to as the “**Effective Date**”) and will end when the construction services are completed.
- The term of this Agreement may be extended upon the provision of written consent from both Parties.

- The Parties agree that the Construction will begin on 15/01/2024 and will end on or before 29/05/2024.

PAYMENT AND FEES

- The Parties agree that the total cost of the services will be \$2,606,011,

Where payments will be made accordingly - 10% at the signing of this Agreement, 10% upon workshop drawings & engineering sign off, 20% material/glass costs incurred, 10% manufacture completed, 10% powder coat/surface finishing, 10% packaging/shipping and 30% upon installation completion.

- The Parties agree that the Constructor will provide an invoice to the Client every month on the 20th for the Services he/she completes.
- The Parties agree that the means of payment will be via electronic funds transfer.

INSURANCES AND LICENSES

- The Parties agree that it is the duty of the Constructor to obtain all insurances and licenses needed to commence in the construction of the site and provide his/her services, including but not limited to:
 - o QBCC Licence
 - o Workcover
 - o Public Liability (\$20 million)
 - o Professional Indemnity (\$10 mil)
 - o Contract Works (\$1 million)
- The Parties further agree that the contractor will be responsible to pay the fees for the governmental inspections, if need be.

USAGE OF MATERIALS AND LABOR

- The Parties agree that it is the Constructor's responsibility to provide as well as pay for any labor and/or equipment needed to complete the construction as per the Agreement.
- The Parties further agree that the materials used for the construction are to be brand new.

ADDITIONAL RESPONSIBILITIES OF THE CONSTRUCTOR

The Constructor agrees to the following:

1. To supervise, manage and complete all the construction services as per this Agreement.
2. To keep record of the documents in a safe place accessible only to the Constructor and the Client.
3. To take all necessary precautions for all safety in general.

4. To bear responsibility for any acts of negligence and emergencies and accidents.
5. To provide a guarantee to the Client that the work commenced will be in accordance with the documents of this Agreement.
6. To maintain the property, keep it clean, and to safely dispose of hazardous materials and waste.
7. To train personnel on handling hazardous materials and to be responsible for any illness, damage, or loss of personnel.

TERMINATION

- This Agreement may be terminated in case the following occurs:
 1. Immediately in case one of the Parties breaches this Agreement or one of the conditions set forth in this Agreement and does not amend them within a period of 30 days.
 2. This Agreement will automatically be terminated when both Parties complete their obligations.

INDEMNIFICATION

- The Constructor agrees to hold harmless as well as indemnify its personnel, employees and others against all liabilities, expenses, claims or other.
- The Constructor further agrees to be held responsible for providing a defense against the aforementioned liability, claims and/or demands, if any.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.

As such, any amendments made by the Parties will be applied to this Agreement.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

CONSTRUCTOR

Name: _____

Signature: _____

Date: _____

CLIENT

Name: _____

Signature: _____

Date: _____