



**THE FOLLOWING INFORMATION WILL HELP YOU UNDERSTAND OUR EQUIPMENT**

TO PRINT THIS PRICE LIST SET ALL MARGINS TO 1cm, OTHERWISE WILL PART PRINT EACH PAGE.

Our prices are fixed for the calendar year.

As from 2007 we included freight (parcel post or normal road freight) within Australia as part of the price.

For overnight airbags for item/s upto 5kgs we use Aust Air Express (AAE) and is charged as extra.

We do not have any accounts with domestic airfreight, most orders are heavy and too costly by airfreight.

We can send goods on your freight account.

Any order requiring a pallet is charged extra, POA.

The 'C' thread is a coarse thread (1 & 1/8" acme 4TPI modified) and is now our standard.

The C thread has superceded our 'F' thread (Fine thread 5/8" whitworth) as we announced in 2001.

The F thread is still available from stock until 1st January 2010 and after that only made to order.

The 2006 price list was the first year to not list prices for the F thread.

The sizes of the equipment are nominal only and designate the OD of the materials they are made from.

Each auger design cuts a different sized hole because of different cutter shapes and clearances.

For specific hole sizes talk to our sales people because we often customise augers to cut specific sizes.

We have 7 different designs for our sampling augers, some are general purpose and some are type specific.

Most sampling auger heads are 450mm long and welded to a shaft to bring them to 1.0m or 1.5m long.

Augers come with case hardened cutters as standard or can have tungsten carbide powder sprayed molten.

Most augers are painted steel as standard or can be made from stainless steel (add 45% to steel price).

The item code for stainless steel items has 'SS' before the thread type 'C' or a '/SS' after the 'C'.

Extension rods are threaded male one end and female the other and undo with the aid of Tommy Bars.

Extension rods are available in painted steel or aluminium or stainless steel and as 1.0m or 1.5m long.

We also have heavy duty versions of the painted steel extension rods.

Casing sizes are the OD of the casing and the ID is 10mm less.

The OD of the casing is flush fitting when joined and the inside has thicker sections at the threads.

The casings threaded ends are welded into lightweight tube and the threads are machined after the welding.

We have canvas carry bags for augers and kits and have toolboxes for large quantities or for lockable security.

The Drillmite is our hydraulic power unit that replaces the manual T-handle and has variable power control.

**PRICE LIST PAGES:**

Page 1 is this page with information for customers.

Page 2 to 4 are our prices.

Page 5 and 6 is the printed Terms and Conditions of Sale.

Page 7 is an Order Form (use is optional).

Note: Pages 5, 6 & 7 are not always included, especially for emailing, to reduce the file size.

**Explanation of marks on price list and item codes:**

An asterisk shown in left margin means unusual changes made to this item or price since last year

**ITEM CODES e.g. SA5010C/HD**

**SA** = sand auger

**50** = 50mm diameter

**10** = 1.0 metres long

= Material made from (if other than steel) A = aluminium, SS = stainless steel.

**C** = coarse thread (or **F** = fine thread being phased out by 2010)

**/ HD** = Heavy Duty version (Sand & Spiral augers and steel extension rods only)

Therefore a EXT4015AC =

Extension rod,

40mm diameter,

1.5 metres long,

aluminium,

coarse thread

DORMER SOIL SAMPLERS - 2012 PRICES (fixed for calendar year).

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<b>SAND AUGERS</b>		<b>Clean sand only (not soil and no debris)</b>	<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
SA5010C	50mm x 1.0M painted steel		1.8	\$221.67	\$22.17	\$243.84
SA6210C	62mm x 1.0M painted steel		2.0	\$230.88	\$23.09	\$253.97
SA7510C	75mm x 1.0M painted steel		2.2	\$243.07	\$24.31	\$267.37
SA10010C	100mm x 1.0M painted steel		2.3	\$256.88	\$25.69	\$282.57
<i>Note: 1.5M long also available, add</i>			0.2	\$29.12	\$2.91	\$32.03
<i>Also available in thicker steel (same as soil augers); Item code/HD, add</i>			0.5-1.0	\$20.36	\$2.04	\$22.39
<b>SOIL AUGERS</b>		<b>General purpose</b>	<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
SOS5010C	50mm x 1.0M painted steel		2.0	\$319.58	\$31.96	\$351.54
SOS6210C	62mm x 1.0M painted steel		2.5	\$337.86	\$33.79	\$371.64
SOS7510C	75mm x 1.0M painted steel		2.9	\$354.65	\$35.46	\$390.11
SOS10010C	100mm x 1.0M painted steel		3.3	\$391.34	\$39.13	\$430.48
<i>Note: 1.5M long also available, add</i>			0.2	\$29.12	\$2.91	\$32.03
<b>SOIL AUGER</b>		<b>for soft sticky soils only</b>	<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
SOC5010C	50mm x 1.0M easy clean sticky soil auger		2.0	\$270.26	\$27.03	\$297.29
SOC6210C	62mm x 1.0M easy clean sticky soil auger		2.1	\$287.49	\$28.75	\$316.24
SOC7510C	75mm x 1.0M easy clean sticky soil auger		2.3	\$304.28	\$30.43	\$334.71
<i>Also available as 1.5M long, Add</i>			0.2	\$29.12	\$2.91	\$32.03
<b>SOIL AUGER</b>		<b>General purpose with extra bite for hard clay</b>	<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
SOD5010C	50mm x 1.0M extra bite soil auger		2.1	\$284.37	\$28.44	\$312.81
SOD6210C	62mm x 1.0M extra bite soil auger		2.5	\$301.16	\$30.12	\$331.28
SOD7510C	75mm x 1.0M extra bite soil auger		3.0	\$317.95	\$31.79	\$349.74
<i>Also available as 1.5M long, Add</i>			0.2	\$29.12	\$2.91	\$32.03
<b>SOIL AUGERS</b>		<b>Slightly better in some gravelly soils</b>	<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
SON5010C	50mm x 1.0M painted steel		2.2	\$284.37	\$28.44	\$312.81
SON6210C	62mm x 1.0M painted steel		2.3	\$301.16	\$30.12	\$331.28
SON7510C	75mm x 1.0M painted steel		2.6	\$317.95	\$31.79	\$349.74
SON10010C	100mm x 1.0M painted steel		3.1	\$354.65	\$35.46	\$390.11
<i>Note: 1.5M long also available, add</i>			0.2	\$29.12	\$2.91	\$32.03
<b>SOIL AUGERS</b>		<b>Jarret style (small sample)</b>	<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
JA50C	50mm x 200mm (head only)		0.8	\$100.03	\$10.00	\$110.03
JA62C	62mm x 225mm (head only)		1.1	\$106.90	\$10.69	\$117.59
JA75C	75mm x 250mm (head only)		1.3	\$115.44	\$11.54	\$126.99
JA100C	100mm x 300mm (head only)		2.1	\$129.35	\$12.93	\$142.28
<i>Note: Also available with 3/4" BSP pipe thread at same prices or with shaft and handle all welded, POA.</i>						
<b>SOIL AUGER</b>		<b>Open spiral type</b>	<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
SPF5010C	50mm x 1.0M full spiral painted steel		2.6	\$238.46	\$23.85	\$262.31
SPF6210C	62mm x 1.0M full spiral painted steel		3.3	\$273.67	\$27.37	\$301.04
SPS5010C	50mm x 1.0M 300 spiral end painted steel		1.5	\$207.85	\$20.79	\$228.64
SPS6210C	62mm x 1.0M 300 spiral end painted steel		2.1	\$226.28	\$22.63	\$248.91
<i>Note: 1.5M long also available, add</i>			1.6	\$87.25	\$8.73	\$95.98
<i>Heavy duty (thicker steel and more hard facing), add</i>			1.1	\$80.97	\$8.10	\$89.07
<i>Carbide cutters, add</i>			0.1	\$65.82	\$6.58	\$72.40
<b>GOUGE AUGERS</b>		<b>stainless steel</b>	<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
GA5010 (C or Hex)	50mm x 1.0M x 3.6mm tapered S.S.		1.9	\$395.95	\$39.59	\$435.54
GA5015 (C or Hex)	50mm x 1.5M x 3.6mm tapered S.S.		2.7	\$447.95	\$44.80	\$492.75
GA5020 (C or Hex)	50mm x 2.0M x 3.6mm tapered S.S.		3.4	\$495.35	\$49.53	\$544.88
GA6018 (C or Hex)	60.3mm x 1.8M x 3.91mm thick SS		5.7	\$621.04	\$62.10	\$683.14
GA7318 (C or Hex)	73.0mm x 1.8M x 5.2mm thick SS		8.8	\$775.56	\$77.56	\$853.11
<i>Other lengths and variations available</i>						
<b>SPLIT TUBE SAMPLER - stainless steel</b>			<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
SPLIT5035C		50mm x 350mm SS split tube & 2 C-spanners	2.7	\$434.13	\$43.41	\$477.55
<i>Requires a Slide Hammer to drive it in and an extension rod for a comfortable working height.</i>						
<b>PUSH TUBE SAMPLER - steel or stainless steel</b>			<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
PT5002C		50mm x 200mm steel tube, sharpened	0.5	\$22.88	\$2.29	\$25.17
PT6302C		63mm x 200mm steel tube, sharpened	0.7	\$26.00	\$2.60	\$28.60
PT7502C		75mm x 200mm steel tube, sharpened	0.9	\$29.12	\$2.91	\$32.03
PTADAPT (size) C		Drive adaptor to suit size and connection.	1.2	\$100.88	\$10.09	\$110.97
<i>Note: Stainless Steel also available, add 45% to price. Plastic end caps also available.</i>						
<b>EXTENSION RODS</b>			<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
EXT4010AC		40mm x 1.0M aluminium (3.0), coarse thread	1.3	\$191.07	\$19.11	\$210.17
EXT4015AC		40mm x 1.5M aluminium (3.0), coarse thread	1.7	\$218.70	\$21.87	\$240.57
EXT4010SC		40mm x 1.0M painted steel, coarse thread	1.8	\$137.58	\$13.76	\$151.34
EXT4015SC		40mm x 1.5M painted steel, coarse thread	2.5	\$166.70	\$16.67	\$183.37
EXT4010SH		40mm x 1.0M painted steel, Hex fittings and pin.	2.4	\$215.44	\$21.54	\$236.98

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ADAPTORS		steel	Kgs	Price	GST	Total	
ADAPT (F to C or P)	Fine to coarse or pipe;		0.5	\$55.04	\$5.50	\$60.54	
ADAPT (C to F or P)	Coarse to fine or pipe.		0.5	\$55.04	\$5.50	\$60.54	
ADAPT-DMC	Drillmite adaptor, coarse thread recommend		0.5	\$99.40	\$9.94	\$109.34	
T-HANDLES & CAPSTAN			Kgs	Price	GST	Total	
THSC	Standard width 470mm, coarse thread		1.3	\$71.91	\$7.19	\$79.10	
THLC	Extra width (large) 600mm, coarse thread		1.7	\$79.49	\$7.95	\$87.44	
THLH	Special hex & pin		1.5	\$117.67	\$11.77	\$129.44	
CAP (A or S)	Capstan - aluminium or steel		0.5	\$87.96	\$8.80	\$96.75	
TOMMY BARS			spring steel (sold as pair)	Kgs	Price	GST	Total
TBC	To undo threaded connections on all items.		1.9	\$58.09	\$5.81	\$63.90	
STAR DRILLS & CHISELS			Kgs	Price	GST	Total	
SD38C	38mm star drill		1.8	\$125.40	\$12.54	\$137.94	
SD50C	50mm star drill		1.6	\$145.31	\$14.53	\$159.84	
SD62C	62mm star drill		1.7	\$152.88	\$15.29	\$168.17	
SD75C	75mm star drill		1.9	\$162.09	\$16.21	\$178.30	
CH50C	50mm flat chisel		1.4	\$119.30	\$11.93	\$131.24	
CH62C	62mm flat chisel		1.6	\$132.11	\$13.21	\$145.32	
CH75C	75mm flat chisel		1.9	\$145.31	\$14.53	\$159.84	
<i>Other sizes available</i>							
STONE CATCHER (chopper)			Kgs	Price	GST	Total	
SC50C	50mm steel, trap stones.		1.1	\$152.88	\$15.29	\$168.17	
SC75C	75mm steel, trap stones.		1.4	\$191.07	\$19.11	\$210.17	
SLIDE HAMMER			with T-Handle	Kgs	Price	GST	Total
SHC	for use with star drills, chisels, push tubes, split tubes and stone catcher.		6.8	\$246.19	\$24.62	\$270.81	
BORE PROTECTOR & BUSH			Kgs	Price	GST	Total	
BP	100mm alumin tube, handles & bush.		1.9	\$180.37	\$18.04	\$198.41	
BPB	spare bush (cast aluminium)		0.4	\$54.97	\$5.50	\$60.47	
HAND AUGER KITS examples - makeup your own			Kgs	Price	GST	Total	
KIT50AC	50mm sand & soil augers, T-handle, 6x aluminium ext rods, Tommy bars, and a 1.0M carry bag.		16.1	\$1,850.28	\$185.03	\$2,035.31	
KIT62SC	62mm soil & spiral augers, Star drill, 6x steel ext rods, T-handle, Tommy bars & a 1.0M carry bag.		23.0	\$1,759.81	\$175.98	\$1,935.79	
<i>Other kits to suit your requirements, 7.5% discount from sum of individual components (conditions apply).</i>							
CARRY BAGS			Canvas, steel handle, leather straps	Kgs	Price	GST	Total
CBAG10	1.0M canvas bag with steel handle.		1.3	\$182.62	\$18.26	\$200.88	
CBAG15	1.5M canvas bag with 1 or 2 steel handles.		2.6	\$249.44	\$24.94	\$274.38	
TOOL BOXES			Galvabond steel or Aluminium, lockable.	Kgs	Price	GST	Total
TBOX115x37	1150x370x380 galvabond steel.		12.5	\$192.66	\$19.27	\$211.93	
TBOX125x40x38	1250x400x380 aluminium checkerplate		13.5	\$307.17	\$30.72	\$337.89	
<i>Other sizes made to order.</i>							
CASING - threaded and flush external joints			Kgs	Price	GST	Total	
CAS5010 (F or C)	50mm x 1.0M painted steel		3.1	\$113.21	\$11.32	\$124.53	
CAS6210 (F or C)	62mm x 1.0M painted steel		3.2	\$142.19	\$14.22	\$156.40	
CAS7510 (F or C)	75mm x 1.0M painted steel		3.5	\$171.31	\$17.13	\$188.44	
CAS9010 (F or C)	90mm x 1.0M painted steel		3.8	\$218.70	\$21.87	\$240.57	
Notes:			1.5M long also available, add	1.6	\$39.82	\$3.98	\$43.80
<i>Also available in PVC (steel threads) or Aluminium (brass threads), POA.</i>							
CASING CUTTERS - Cut roots and weathered rock.			Kgs	Price	GST	Total	
CASCUT50 (F, C)	50mm steel case hardened.		0.2	\$111.58	\$11.16	\$122.74	
CASCUT62 (F, C)	62mm steel case hardened.		0.3	\$128.37	\$12.84	\$141.20	
CASCUT75 (F, C)	75mm steel case hardened.		0.4	\$160.61	\$16.06	\$176.67	
CASCUT90 (F, C)	90mm steel case hardened.		0.6	\$191.07	\$19.11	\$210.17	
<i>Also available with carbide tips, add</i>							
				\$88.70	\$8.87	\$97.57	
CASING COLLARS Protect top thread & lifting eye			Kgs	Price	GST	Total	
CASCOL50 (F, C)	50mm steel		0.2	\$48.88	\$4.89	\$53.77	
CASCOL62 (F, C)	62mm steel		0.3	\$52.00	\$5.20	\$57.20	
CASCOL75 (F, C)	75mm steel		0.4	\$58.09	\$5.81	\$63.90	
CASCOL90 (F, C)	90mm steel		0.6	\$74.88	\$7.49	\$82.37	

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<b>CASING CLAMP &amp; STRAP WRENCH</b>		<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
CASCL50	50mm hardwood clamp	4.8	\$125.40	\$12.54	\$137.94
CASCL62	62mm hardwood clamp	4.8	\$125.40	\$12.54	\$137.94
CASCL75	75mm hardwood clamp & steel sleeve	5.4	\$171.31	\$17.13	\$188.44
CASCL90	90mm hardwood clamp & steel sleeve	5.4	\$171.31	\$17.13	\$188.44
STWRENCH	Strap wrench for casing.	1.6	\$163.58	\$16.36	\$179.94
STRAP	Spare strap for wrench.	0.3	\$39.82	\$3.98	\$43.80
<b>SLUDGER or BAILER - rope type, with ball valve.</b>		<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
SLR3810	38mm x 1.0M painted steel	1.6	\$143.67	\$14.37	\$158.04
SLR5010	50mm x 1.0M painted steel	2.2	\$157.49	\$15.75	\$173.24
SLR6210	62mm x 1.0M painted steel	3.0	\$171.31	\$17.13	\$188.44
SLR7010SR	70mm x 1.0M split rubber valve for gravel	5.0	\$384.71	\$38.47	\$423.18
<i>Note: 1.5M long also available, add</i>			\$35.21	\$3.52	\$38.73
<i>Rope (8mm) very good quality plaited \$/m.</i>			\$3.42	\$0.34	\$3.76
<b>SLUDGER or BAILER - Whistle top, with ball valve.</b>		<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
SLW3810C	38mm x 1.0M painted steel	1.8	\$227.76	\$22.78	\$250.54
SLW5010C	50mm x 1.0M painted steel	2.5	\$240.10	\$24.01	\$264.11
SLW6210C	62mm x 1.0M painted steel	3.4	\$253.76	\$25.38	\$279.14
<i>Note: 1.5M long also available, add</i>			\$35.21	\$3.52	\$38.73
<i>A threaded rope loop is also available @</i>			\$25.26	\$2.53	\$27.78
<b>PISTON SAMPLER - Stainless Steel, surface type with accessories.</b>		<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
PSS5030	50mm x 3.0M casing clamp, pulley & sleeve	13.4	\$564.14	\$56.41	\$620.55
PSS7530	75mm x 3.0M casing clamp, pulley & sleeve	20.1	\$681.74	\$68.17	\$749.91
<i>Available in 50mm, 62mm &amp; 75mm OD and in lengths to suit you.</i>					
<b>PISTON SAMPLER - Stainless Steel, Down hole type with accessor.</b>		<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
PSDH5010C	50mm x 1.0M threaded, pulley & rope	9.2	\$457.16	\$45.72	\$502.88
PSDH6210C	62mm x 1.0M threaded, pulley & rope	10.0	\$466.60	\$46.66	\$513.26
PSDH6215C	62mm x 1.5M threaded, pulley & rope	11.4	\$483.16	\$48.32	\$531.48
<i>Available in 50mm, 62mm &amp; 75mm OD in lengths to suit you.</i>					
<b>UNDISTURBED WET SOIL SAMPLER</b>		<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
UWS3510C	35ID x 1.0M SS tube, plastic liner & C-spanner	4.0	\$395.95	\$39.59	\$435.54
UWS3515C	35ID x 1.5M SS tube, plastic liner & C-spanner	5.1	\$447.95	\$44.80	\$492.75
LIN (35 or 44)	Soft clear plastic liner, 35 or 44mm, cut to size.	0.0	\$2.23	\$0.22	\$2.45
LIN - Roll 35	Full roll uncut, 3kg approx 290m long	3.0	\$183.74	\$18.37	\$202.11
LIN - Roll 44	Full roll uncut, 5kg approx 400m long	5.0	\$307.85	\$30.79	\$338.64
LIN - 35 or 44 long	50m or 100m small rolls cut from full roll, price per metre	0.5-1.1	\$1.28	\$0.13	\$1.41
NOSECONE	Replacement nose cone/cutter made from 431 stainless	0.3	\$128.43	\$12.84	\$141.27
RET	Plastic sample retainer	0.0	\$7.73	\$0.77	\$8.50
<b>RUSSIAN D-SAMPLER - Stainless Steel, push in style.</b>		<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
RDS5005C	50mm x 0.5M sample length	4.7	\$453.98	\$45.40	\$499.38
RDS7505C	75mm x 0.5M sample length	5.4	\$631.22	\$63.12	\$694.34
<i>For hex coupling add</i>			\$65.82	\$6.58	\$72.40
<i>Available in 50mm, 62mm &amp; 75mm OD in sample length up to 750mm.</i>					
<b>DRILLMITE - hydraulic power unit (petrol or diesel engine).</b>		<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
DMITE(P)	6HP Briggs & Stratton petrol engine and drive head unit.	56.0	\$5,569.59	\$556.96	\$6,126.55
DMITE(D)	7HP Yanmar aircooled diesel engine and drive head unit.	68.0	\$7,455.05	\$745.51	\$8,200.56
<i>Drilling equipment is sold separately and discounted 5% when bought with Drillmite.</i>					
<b>SANDRILL - 11HP petrol, hydraulic, for deep sand.</b>		<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
SDRILL	Drilling unit and accessories only.		\$31,077.96	\$3,107.80	\$34,185.75
SDRILL45AUG	4.5M auger for sandrill	20.4	\$1,666.41	\$166.64	\$1,833.05
SDRILL30EX	3.0M extension rods	3.9	\$776.60	\$77.66	\$854.26
SDRILL15EX	1.5M extension rod.	2.2	\$723.11	\$72.31	\$795.42
SDRILLKIT	Full kit equipped to drill to 60M.	363.0	\$49,732.76	\$4,973.28	\$54,706.03
<i>Many variations available.</i>					
<b>OPTIONAL EXTRAS.</b>		<b>Kgs</b>	<b>Price</b>	<b>GST</b>	<b>Total</b>
Rope - very good quality 8mm sash cord (per metre).			\$3.41	\$0.34	\$3.75
Tungsten carbide hot metal sprayed powder hardening		from	\$35.21	\$3.52	\$38.73
Equipment made from Stainless Steel (fully or partial)		Add 45% to price of equal steel item			
Carbide cutters mounted on cutting edges (spirals and casing cutters only).		from	\$74.88	\$7.49	\$82.37
Heavy Duty upgrades (thicker steel or stronger) ; For sand augers see above		from	\$44.28	\$4.43	\$48.70
Augers made to cut specific size holes		normally same as nearest standard item.			



## DORMER SOIL SAMPLERS Terms and Conditions of Sale

### 1.1 Definitions

In these Terms and Conditions of Sale.

"Customer" means the customer named in the order.

"Goods" means the goods set out in the order.

"Order" means the written document submitted by the Customer to the Supplier requesting that Dormer Soil Samplers supply Goods to the Customer on these Terms and Conditions of Sale.

"Price" means the price of the Goods set out in the Supplier's price list as notified to the Customer from time to time or as otherwise agreed by the Supplier

"Special Products" means products manufactured by the Supplier to meet the Customer's particular specifications as set out in the Order.

"Supplier" means Dormer Soil Samplers or a related body corporate named as the supplier.

"Dormer Soil Samplers" means Ryannette Pty Limited trading as Dormer Soil Samplers ABN 87 002 849 336 of 4 Mayfield St, Murwillumbah, NSW, 2484.

### 1.2 Supply of Goods

We, the Supplier, will supply to you, the Customer, the Goods on these Terms and Conditions of Sale.

### 1.3 Orders

- (a) You must submit an Order for supply of Goods. This Agreement commences on the date we supply the Goods to you.
- (b) Any quotation we make to you shall not be construed or operate as an offer or obligation to sell but shall be an invitation to treat only. We reserve the right to accept or reject in our absolute discretion any Order which we may receive from you.

### 1.4 Delivery

- (a) Any times we quote for delivery of Goods to you, are estimates only and we shall not be liable for failure to deliver or for delay in delivery arising from any cause whatsoever beyond our control. You shall not be relieved of any obligation to accept or pay for Goods by reason of any delay in delivery or dispatch.
- (b) Any delivery attempted and caused to be aborted due to an incorrect delivery address given or a change of address not being correctly notified or no-one authorized to receive the goods being in attendance shall be at the receivers additional cost.
- (c) Export freight is to be in accordance with INCOTERMS 2010 only.

### 1.5 Payment Obligations

- (a) You must pay us the Price for the Goods in accordance with this clause.
- (b) All payments for Goods which we supply must be made to Dormer Soil Samplers.
- (c) Unless you have a Credit Account with Dormer Soil Samplers or we otherwise agree in writing, you must pay the Price for Goods immediately upon delivery of the Goods. If you hold a Credit Account with Dormer Soil Samplers, you must pay for Goods 30 days after the end of the month of the date on the invoice or the date the Supply of Goods was made, whichever is earliest.
- (d) All payments are to be made in cash, by cheque or EFT or otherwise agreed to by us in writing.
- (e) If you tender a cheque (bank or otherwise) or other negotiable instrument as payment of our invoice, payment shall be deemed to have been made on the date on which such cheque or other negotiable instrument is negotiated and cleared by Dormer Soil Samplers' bankers.

### 1.6 Risk and Title

- (a) You will obtain title to any Goods which we supply when you pay:
  - (i) the full Price for those Goods; and
  - (ii) any other moneys which you may owe to us.
- (b) Although title to the Goods remains with us until time of payment, risk in the Goods passes to you at time of delivery to you, your agent or to a carrier commissioned by the Customer and you shall, at your cost insure (and keep insured) the Goods for their full insurable value.
- (c) Until ownership passes to you:
  - (i) you shall hold the Goods as bailee and as a fiduciary for us;
  - (ii) unless otherwise notified by us in writing, you are not authorized to sell the Goods in the ordinary course of business;
  - (iii) we shall be entitled to enter your premises between 9:00 am and 5:00 pm to inspect the Goods;

### 1.7 Warranties

- (a) The Supplier warrants that the Goods are of merchantable quality and reasonably fit for the purpose for which they are supplied.
- (b) Subject to the law, all other warranties or representations, whether statutory or otherwise, and whether express or implied or oral or written as to the state, quality or fitness of the Goods are hereby expressly excluded save and except conditions and warranties implied by the Trade Practices Act 1974 (Cth) and other conditions or warranties which by a relevant statute are expressed to be incapable of exclusion.
- (c) Subject to the law, our obligations to you in respect of breach of any term, warranty or condition of this Agreement (whether implied by statute or otherwise) shall, at our option be limited to:
  - (i) the replacement of the Goods supplied or the supply of equivalent Goods; or
  - (ii) the payment of the cost of replacing the Goods or of acquiring equivalent Goods.
- (d) Except as provided by statute, the supplier shall not be liable to you or any other person for any loss, liability or damage arising out of any advice, recommendation, information or services provided by us regarding the Goods or the methods or conditions of application and use of the Goods including any loss, liability or damage which arises as a result of any act, or negligence on your part or the part of your employees or agents.

## **1.8 Claims**

- (a) If you believe that the Goods which we deliver do not accord with those described in your Order, you must give us notice in writing within seven (7) days from the date of delivery. If you do not give us such notice, you will be deemed to accept the Goods and must pay us the full price for the Goods.
- (b) If you have any claim against us in relation to the Goods, you must notify us immediately upon becoming aware of the circumstances giving rise to such a claim, and allow us or our servants or agents full and free access to the Goods in relation to which the claim is made (or the place where the Goods have been applied or used) for the purpose of conducting such tests and examination as we may in our absolute discretion consider necessary to determine whether the claim is justified or not.

## **1.9 Return of Goods**

- (a) You must not return any Goods to us unless you first contact us and obtain a return authority in writing.
- (b) If we provide you with a return authority pursuant to subparagraph you must:
  - (i) ensure that a copy of the return authority and the original invoice number of the Goods are clearly displayed on any packaging in which you return the Goods to us; and
  - (ii) pay to us a handling fee equal to 10% of the Price of the Goods unless the goods are defective or have been supplied by our error.
- (c) If you return Goods to us without complying with subparagraphs (a) and (b) above, the Goods will be returned to you at your expense.
- (d) We will not replace or reimburse the Price of the Goods unless we have inspected the Goods and formed the view that the Goods are defective or were supplied by our error.

## **1.10 Default**

- (a) If you:
  - (i) fail to make payment for the Goods in accordance with clause 1.5;
  - (ii) breach any material term of any contract with the Supplier;
  - (iii) commence to be wound up provisionally or officially or are placed under administration;
  - (iv) have a receiver or manager appointed;
  - (v) become insolvent or bankrupt or commit an act of bankruptcy; or
  - (vi) part with possession of the Goods, or any of them, otherwise than by way of sale in the ordinary course of business, the whole of the sum owing by you to us shall immediately become due and payable, your right to deal further in any way with the Goods shall cease immediately and you shall deliver to us all unpaid Goods upon receipt of our written demand. We may cancel or suspend any order that has been accepted by us but not fulfilled without being liable to you in any way whatsoever.
  - (vii) cease to carry on business;
  - (viii) have a mortgage enter into possession of your assets;
  - (ix) enter into an informal scheme of arrangement with your creditors.
- (b) We shall, without prejudice to any of our other rights, be entitled to enter your premises at any time to do all things necessary in order to take possession of the Goods.
- (c) Upon retaking possession of Goods pursuant to clause 1.9 (b) we shall, within a reasonable time, inspect those Goods and credit your account with such sum which we in our absolute discretion consider to be fair and reasonable value of the Goods after making due allowance for:
  - (i) the price for which those Goods were sold to the Customer;
  - (ii) the condition of the Goods at the time of repossession; and
  - (iii) the costs incurred by Dormer Soil Samplers in connection with the repossession, sorting and examination of the Goods.
- (d) You shall be liable to pay on demand all costs of whatsoever nature of and associated with the exercise of our rights under this clause.

## **1.11 Force Majeure**

We may partially or totally suspend delivery of Goods to you during any period in which we may be prevented or hindered from delivering by normal means of supply or by normal route through any circumstances outside our reasonable control, including but not limited to strikes, lockouts, raw materials shortages, accidents or breakdowns of plant or machine. If due to short supply of any material, ingredient or other stock, we are unable to supply Goods to you we may at our sole discretion apportion available supply to any of our customers and will not be regarded as in breach of contract for so doing.

## **1.12 Specials (non standard goods or colours)**

Any Special Products which we supply to you, unless otherwise provided by statute may not be returned for refund or replacement, and you must accept variations of plus or minus 10% in the quantities of orders for Special Products.

## **1.13 Patents**

- (a) If you furnish any design or instruction to us in relation to the Goods or Special Products, you warrant that the execution of your Order shall not cause us to infringe any patent, registered design or trade mark, and you indemnify us against any infringement or unauthorized use of patent, trademark, design or copyright arising out of the use of Goods.
- (b) You acknowledge that the sale and purchase of the Goods under this Agreement does not confer on you any license or rights under any patent, trade mark or copyright which is the property of Dormer Soil Samplers or any Related Bodies Corporate.

## **1.14 Waiver**

Failure by the Supplier to insist upon strict performance of any of the Terms and Conditions of Sale shall not be deemed a waiver thereof or any rights the Supplier may have and shall not be deemed a waiver of any subsequent breach of any term or condition. Any condition or part of any condition that would have the effect of rendering all or any part of these terms and conditions void or voidable or otherwise unenforceable shall be served and the remaining parts of the condition or conditions shall not be affected.

## **1.15 General**

- (a) The law applicable to this Agreement is the law of New South Wales. The parties submit to the jurisdiction of New South Wales courts.
- (b) The Customer may not assign any of its rights or obligations under this Agreement without the prior written consent of the Supplier.

