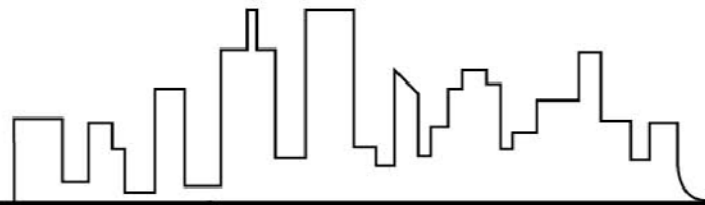


1/1/2009



BROWN CONSTRUCTIONS

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Welcome

Brown Constructions Pty Ltd (BC) is a Sydney based company servicing all areas.

BC is backed by principals with over 15 years experience in all aspects of commercial, industrial and residential building contracting.

Whether you are a once off customer or require a long term contract, we will undertake each service with utmost integrity and a commitment to our submitted price. It is imperative that our customers receive professional service with all works carried out in full compliance with Australian Regulations.

Our Mission

Our mission is to provide exceptional, reliable and cost effective building services whilst maintaining the highest quality of workmanship.

At BC we pride ourselves on completing all work on time, within budget and to the total satisfaction of our valued customers. Repeat business via customer referrals and confidence in our services is what we strive to promote and base our business strategy on.

Services Offered

BC specialise in providing the highest quality building and construction services to exceed our customer's needs and expectations. Our team provides quality solutions from small residential fit-outs to large industrial and commercial construction projects providing customers the highest level of quality for all building and contracting services.

Our construction contracting division offers services for a diverse range of applications such as hospitals, schools, government buildings, multi-floor office buildings, and recreational facilities.

Services

- Complete office fit outs
- Carpentry
- Plastering
- All forms of ceiling works
- Glass and aluminium
- Glass balustrades
- Toughen glass assembly
- Automatic glass doors
- External cladding
- Supervision
- Labour supply

Company Resources

BC have access to the following resources:

Physical

- Scissor lifts
- Cherry pickers
- Rubbish removable bins
- Various trucks and service vehicles
- Hand tools
- Approved step ladders
- Battery operated power tools
- Electric power tools
- Extension leads
- Personal protective equipment
- First aid kits

Human

- Specialised supervisors
- Skilled tradesmen
- Apprentices
- Labourers

Safety Policy

BC are committed to a safe and healthy workplace and working conditions for all its employees, apprentices, sub-contractors, the public and others associated with its business. Our objective is to prevent work related illness and injuries.

BC promotes a culture where harm to people through work is unacceptable and at no time should the pressures of work come before occupational health and safety (OHS).

At BC we strive to achieve the highest standard of OHS possible. We aim to integrate OHS into our business management system and into how we do things safely at all work sites. We achieve this through active consultation, communication and involvement of the workforce and proactive hazard management with the identification, assessment and control of the hazards in relation to our work. We will also regularly review our performance against set OHS objectives.

All employees have responsibilities for OHS in respect of their positions and adhere to all policies and procedures that support this policy. Ultimate responsibility for the provision of our OHS management system rests with the responsible officer. The responsibility for implementing the system on site rests with project managers and supervisors and ultimately the responsibility for following the system rests with everyone.

It is the policy of BC to ensure that the well being of people employed at work or people affected by our work is a major priority and must be considered during all work performed on our behalf.

Environmental Policy

At BC we are committed to the prevention of damage to the environment and ensure through the application of our management system that environmental issues are addressed within all of our business activities.

BC recognises that the effective management of environmental issues is a core activity of the business and is intrinsic to all areas of company operations. The highest standards of environmental compliance are reflected in the delivery of all services to our customers.

BC provide competent resources for the supervision and control of environmental risks and the implementation of company policy.

BC maintains a system of communications to ensure that mandatory instructions, reports and guidance on all environmental matters or changes to these documents are effectively circulated to appropriate levels of staff. BC continuously produces and sets performance standards.

Our planning provides for:

- Effective energy management
- A systematic approach to identifying environmental hazards, assessing risks, specifying the measures and allocating resources to eliminate or control the hazards throughout the life cycle of any product provided or maintained by BC
- Maintenance specifications that comply with industry best practice
- Providing materials that are least damaging to the environment where possible
- The design of safe systems of work that will include any instructions to minimise the potential impact on the environment including noise, dust and fume generation
- The assessment of environmental performance and approval of sub-contractors and other suppliers
- Only allowing competent personnel to undertake any task
- Management and control of the work activities of company personnel and sub-contractors
- Dealing with environmental emergencies
- Recycling of materials wherever it is financially viable
- Safe disposal of other waste materials in compliance with statutory duties
- Continual improvement of our environmental performance.

Quality Assurance Policy

BC is committed to the delivery of work and services of the highest quality required to meet the customer's specifications.

To achieve this commitment BC has devised a quality assurance programme. The effectiveness of this system depends very largely on the support of all those involved with BC including sub-contractors, suppliers and customers. Where necessary, sub-contractors are required to implement an appropriate Quality Management System.

The supply of appropriate quality works and services as defined by the customer specifications is dependent on the following objectives being adhered to.

Objectives:

- To maintain a high standard of performance and efficiency of the BC's operations
- To provide a service which exceeds the customer's specific quality requirements
- Enhance reputation
- Remain competitive in the market
- Preserve optimum competency and performance of all staff

Staff Training & Development

Our employees are skilled and have a great deal of experience in the building industry. Safety is a key factor in any business. BC employees are trained in safety and these courses are refreshed annually. Site management continually checks and ensures these safety requirements are implemented. All employees have been certified for OHS induction as required by law.

General Site Rules

All employees, sub-contractors and visitors that attend any BC work site must be inducted and are required to sign off on our risk assessments and Safe Work Method Statements. They must also adhere to all site safety rules.

All incidents must be reported to the site supervisor. Visitors are responsible for their own Personal Protection Equipment.

The Site Rules are the minimum requirements.

Personal Protection Equipment

The following items are to be worn in such a manner to affect full coverage:

- Approved safety hat
- Eye protection
- Ear protection
- Cotton trousers
- Safety shoes/boots
- Cotton socks

The following items are to be worn when in sunlight:

- Sun screen
- Wide brim hat
- Long sleeved shirt

The following items are to be worn when cleaning a work site:

- Strong leather gloves
- Dust Mask

Hazard Identification & Risk Assessment

Workplace injury is a major concern for all involved in OHS. The factors which cause workplace accidents and occupational illnesses are called hazards. It is important to distinguish between a hazard and a risk.

Hazard is the potential for harm, or adverse effect on an employee's health. Anything which may cause injury or ill health to anyone at or near a workplace is a hazard.

Risk is the likelihood that a hazard will cause injury or ill health to anyone at or near a workplace. The level of risk increases with the severity of the hazard and the duration and frequency of exposure.

Hazard Identification

The first step in reducing the likelihood of an accident is hazard identification. BC will continually assess our work sites to identify hazards and will ensure that these hazards are controlled. Hazard identification is identifying all situations or events that could cause injury or illness. Eliminating or minimising workplace hazards needs a systematic approach. It is essential to try and anticipate all possible hazards at the workplace – known as the '*what if*' approach.

Methods for identifying hazards

- Reviewing the potential impact of new work practices or equipment introduced into the workplace in line with legislative requirements
- Doing walk-through surveys and inspections
- Considering OHS implications when analysing work processes
- Investigating workplace incidents and 'near hits' reports. In some cases there may be more than one hazard contributing to an accident
- Getting feedback from employees can often provide valuable information about hazards as they have hands on experience in their work area
- Consulting with employees, health and safety representatives and OHS committee members

Risk Assessments

All BC employees are aware that a risk assessment is the process of assessing all of the risks associated with each of the hazards identified during the hazard identification process. In assessing the risks, three essential steps are taken:

- Probability or likelihood of an accident occurring is evaluated
- The potential consequences are calculated or estimated
- Based on the two factors outlined above, the risks are assigned priority for the risk control through the use of a risk rating to eliminate or minimise a potential hazard

Risk Rating

High Risk – Does the hazard have the potential to kill or permanently disable you.

Medium Risk – Does the hazard have the potential to cause a serious injury or illness which will temporarily disable you.

Low Risk – Does the hazard have the potential to cause minor injury which would not disable you.

Risk Control

All BC employees are aware that the risk control is the process by which the risks associated with each of the hazards present in the work place are controlled. This is done having regard to the priorities and any related time scales determined during the risk assessment phase.

BC's primary aim of risk control is to eliminate the hazard giving rise to the risks, thereby eliminating the risks. Where this is not possible, risk control seeks to minimise risks by modifying or controlling the hazard and/or the associated work systems.

BC have identified three control measures to employ for risk control:

- Eliminate the hazard
- Minimise the risk
- Introduce back-up controls when all other options in the previous categories have been exhausted BC takes control measures to ensure risks are eliminated or reduced and have not caused new hazards presenting unacceptable risks.

Safe Work Method Statements (SWMS)

When a hazard cannot be eliminated, substituted or engineered out, BC will develop a SWMS which outlines the process of managing the identified risks that cannot be eliminated from the work place.

An BC SWMS will include a description of the task to be performed, risks associated with the hazard and safety precautions to be followed including the method to be used and safety equipment required.

A standard SWMS, not specific to any site, is not permissible unless it is accompanied by a risk assessment form that determines that all identified hazards on site are managed through the use of the standard SWMS.

In this situation, each SWMS must be clearly identified and deemed to be site specific as part of the site risk assessment.

BC will provide and ensure all its employees are trained to correctly submit a SWMS and perform tasks relative to the SWMS.

Each SWMS will provide:

- The name of the company
- The name of the person performing the activity or task
- A description of the work activity or task to be undertaken
- The date the SWMS was developed
- The name and signature of the person that developed the SWMS
- The job steps involved in doing the work
- Potential hazards associated with the work and its job steps
- The controls that will be put in place to control the identified potential hazards
- The name or title of the person(s) responsible for ensuring that the control(s) is in place

Tool Box Talks

BC regards tool box talks as a major component of our company safety programme. They remind employees to be safe and demonstrate management's commitment to safety.

BC believes training is the key to an effective safety programme. Effective safety training will be ongoing, meet specific objectives and address OHS requirements. Our tool box talks are used to provide effective safety training.

Our tool box talks will be conducted weekly at our offices or on site by the foremen. Our foremen are in the best position to prevent accidents and are the first representatives on the scene of an accident.

BC company policies and procedures will be communicated and updated through our tool box talks. The introduction of new tools and equipment will also be managed in our tool box talks.

Terms & Conditions

Brown Constructions Pty Ltd Standard Conditions Of Sale

By placing an order, the customer hereby accepts the following conditions which may be varied only in writing by BC.

Terms of Payment

Our standard Terms of Payment are as follows:

All payments are to be made electronically to BC's bank account. Alternatively the contractor does except cheques. These must be made payable to Brown Constructions Pty Ltd. All payments need to be given adequate time to clear before work can commence. Terms of deposit and progress payments are to be discussed with all individuals involved in the project whilst contracts are being drawn up. The percentages and intervals of payments will vary depending on the size of the project. If there are any delays in payments (either before or during commenced work) or cancels all or part of the project the contractor has the right to the full contract sum including the non refundable deposit.

Price Basis

The price is quoted on the condition that supplier items and major material items can be ordered, and stored either on site or off site with storage certificates issued and payment made for materials held in storage.

Site Productivity Allowance

No allowances are made in BC quotations unless stipulated in writing for the payment of any special or Site Allowances. If these are applicable on any sites that we are engaged on, we would require reimbursement of direct costs plus statutory, overhead and administration costs of twenty five (25) percent.

Site Amenities and Ablutions

We have assumed that all site amenities and ablutions will be provided by others free of charge to our company.

Special Payments

Unless specifically stated in this quotation, no provision has been made for the payment of any special site agreement, award or disability allowances.

Site Inductions

Unless specifically stated in this quotation, no allowance had been made for any site inductions. These, where required, will be charged to the customer.

Currency Exchange Rates

Where imported equipment is involved, the above price is based on the exchange rate at the time of tendering. Should the actual exchange rate vary from the base exchange rate, then the component of imported goods included in the tender price quoted would be adjusted accordingly.

Liquidated Damages

Unless specifically stated on this quotation, we will not accept liquidated damages. Where acceptance of liquidated damages is specifically stated, these shall in any case be limited to a maximum of 1% of our nett contract amount per week to an overall maximum of 5% of our nett contract amount and shall only then be applied where the cause for such damages is directly applicable to actions on our part.

Confidentiality of Documents and Proprietary Information

Drawings, specifications and other information supplied by us as part of our tender shall be regarded as confidential, shall be used only for Technical Information consisting of drawings, specifications, calculations and design and shall remain our property and must not be copied or disclosed to any third party unless authorised by us.

Consequential Loss Liability Limitation

Unless specifically stated otherwise in our quotation, our liability for loss of production, loss of income, the opportunity to earn profits, the financial consequences of business interruption and indirect and consequential loss shall be limited to \$1.00.

Title Risk of Loss

Title of goods, services and works undertaken by BC should not pass until full payment for the goods, services and work undertaken has been made by the purchaser. The purchaser hereby authorises and acknowledges that entry will be given to the premises where the goods have been delivered, the services have been performed and the work has been undertaken for us to regain possession of the goods, for which full payment has not been made.

Hazardous Materials

Unless specifically stated in this quotation, the quoted price is based on the assumption that the work for which this quotation is submitted will be executed in a hazardous material free environment. It is a strict condition of this quotation that the customer accepts full responsibility for the resolution of any problems and for delays and additional costs which may result from the presence of these materials in or about the site on which the works (or any part thereof) are to be performed.

Work Site Access

We have based our offer on free and unrestricted access to all required work areas.

Service/Delivery by Instalments

Where it is practical, we reserve the right to deliver the goods, service and/or carry out the installation by instalments. In such instances progress payments and billings for each instalment shall be due in accordance with the clause "Payments" above.

Delays/Prolongation

This quotation has been based on the understanding that the contract will be carried out as one continuous project, devoid of delay and with the provision of equipment and services by others as and when needed.

Hold over time, waiting time, industrial disputes, inclement weather or any other time spent because of delays or caused by others will be charged at the applicable NECA standard or agreed contract hourly rates. BC also reserves the right to claim for additional costs where the customer requests acceleration of the works to meet revised programming.

Site Conditions

This quotation is valid only if the site equipment/plant is in the same condition as stated when this quotation was prepared. Any additional costs incurred due to changes or further damaging of equipment by others will be deemed to be a variation to the contract.

Delivery

Delivery periods quoted are subject to change and as such should be treated as estimates only. BC will endeavour to meet delivery dates but does not accept any liability for failure to complete the contract within any specified delivery period unless specifically stated otherwise in our quotation.

Australian Standard AS2987

For any matters not specifically addressed in your enquiry or this quotation, our offer is based on AS2987 “General conditions of contract for the supply of equipment with or without installation”.

Warranty

We warrant our workmanship for a period of 12 months from date of delivery. Our warranty is limited to making good or replacement of those parts of our supply if found to be incorrectly connected or fitted.

Where parts or goods are defective which have been supplied to us by others, these are subject to that manufacturers or supplier’s warranty.

Precedence

In the event of conflict between these conditions and those which may be included in or implied by any document forming part of an enquiry, specification, quotation, order or contract, these conditions prevail except in as far as they are expressly varied by us in writing or by law.

Information and Drawings

All descriptive specifications, illustrations, drawings, dimensions etc furnished by us are approximate only and are intended to be by way of general description of the goods or service and do not necessarily form part of the contract unless specifically identified as such by us in writing.

Insurance

BC maintains adequate insurance that protects our property, in addition to the interests of third parties resulting from the negligence of BC.

The existing insurance programme in force for BC will not accept cross liability, waiver of subrogation, agreement for hold harmless, insurer approval, indemnities arising from any cause, rectification, frustration, consequential losses, nothing of joint/co-insured's or permit agreement for insurers to notify insured parties direct. It will be purely at BC's discretion whether it assumes the responsibility based on commercial/business practice.

Non-solicitation

The customer agrees not to solicit or entice away from BC (or attempt to do so) any employee, consultant or customer of BC or engage any of BC employees in any other capacity without prior notice and permission of BC.

Break-up of Prices

The break- up of prices quoted are submitted for the purpose of a guide only. Should any of the quoted figures be deleted from the contract, we reserve the right to revise the amount tendered.

Contract Conditions

We advise that prior to acceptance of an order for works, the conditions of contract will be mutually agreed with BC.