

Commercial Conditions

1. All prices are quoted in AUD unless stated otherwise.
2. All prices are quoted exclusive of GST, local taxes and duties.
3. Unless otherwise agreed, this proposal and costs or charges presented are valid for 30 days from issue date.
4. Logistics, including equipment freight costs, personnel transportation, accommodation and messing if required, will be charged on a cost +[xx]% basis if arranged by Focus Subsea.
5. Equipment is offered subject to availability at the time of any award and the conclusion of mutually agreed contract terms and conditions.
6. Focus Subsea reserves the right to substitute equipment of equal or better specification to that proposed and to substitute alternative personnel of similar experience to those nominated and to amend the proposal and quotation should there be any changes in the advised specifications.
7. This proposal is valid for 30 days from the date of submission.
8. Focus Subsea retains the right to revise quoted rates and prices if mobilisation is delayed by more than 12 weeks from the date originally advised in the request for quotation documents.
9. All rates and prices are quoted in AUD, exclusive of GST unless stated otherwise.
10. Payment of all invoices shall be made into our nominated bank account within 30 days of submission of invoices or via our online payment facility (eWay). With regard to late payment, Focus reserves the right to charge interest at a rate of 0.75% per month or part thereof on any unpaid undisputed amounts.
11. All rates and prices are strictly NET and no allowance has been made within any rate or price for any taxes (including customs, import/export taxes/bonds, withholding tax, etc) or other fiscal imposts in the countries of operation, local agent fees of any type, vessel and personnel permit fees, licenses, entrance, clearance and any other fees, including port fees of any type, pilot fees, berthing fees, shore side craneage and labour charges, etc, which are incurred in Focus Subsea's performance of the contract.
12. In addition to 11. above, any delays that may result due to waiting on government or regulatory authorities to process such clearances, permits, certifications, approvals and the like, will be charged to [CLIENT] as per the rates and prices contained in this Proposal.
13. The detail contained within this cost proposal has been prepared solely for use by [CLIENT]. [CLIENT] officers and associates agree to keep the contents of this proposal confidential and will not disclose the contents of this proposal to any third party without the consent of Focus Subsea which must be provided to [CLIENT] in writing.
14. Please refer to our website for details of the **Focus Subsea Refund Policy**.
15. Please refer to our website for details of our **Focus Subsea Privacy Policy**.