



ENVIROFLOW

Water Technologies

A.B.N. 23 070 206 101

GENERAL TERMS AND CONDITIONS OF SALE

A reference to the Supplier means Enviroflow Water Technologies (ACN 070 206 101) and / or its subsidiaries.

1. The acceptance of our quotation and / or supply of goods include the acceptance of the following terms and conditions. In the event of a Customer's official order form and / or attachments containing special printed conditions, it is understood that such conditions are only binding in so far as they are not at variance with our own terms and conditions.
2. Unless otherwise agreed in writing, deposit payments are due immediately upon presentation of the Supplier's invoice. Progress and final payments are due net 14 days from the date of invoice. The granting of credit is subject to the completion by the Customer of the Supplier's Commercial Credit Application form and its subsequent approval by the Supplier. If approval is not given, all payments will be on a payment prior to dispatch basis.
3. **WARRANTIES:** the goods in the Supplier's offer or of the Company's supply are normally guaranteed by the manufacturer. Goods of our own manufacture (unless otherwise stated) are guaranteed for a period of twelve calendar months from the date of supply. Goods returned against any guarantee claim are to be forward carriage paid to our premises. Alternatively, the supplier may at its discretion repair these goods at the installed location and charge the Customer for travel time and costs. Where repair or replacement is made at site, then access to, cleaning of and removal will be at the cost and responsibility of the Customer. At the Supplier's discretion the Supplier will replace or repair any equipment found to be defective and this shall be the full measure of our liability. Improper installation, abuse, misuse, failure to operate or maintain in accordance with directions or manuals, neglect or unauthorised repairs shall void this guarantee. **No warranty work will be completed while ever the Customer's account is in fault of the agreed trading terms.**
4. The Supplier shall not be liable for any loss, damage, or delay of any kind whatsoever caused directly or indirectly by the inability of the Supplier to perform its obligations under the contract of sale whether in respect of delivery or otherwise where such failure is a result of any act or omission of the Supplier, its servants or agents, or of any cause beyond the reasonable control of the Supplier including, without limitation of the generality of the foregoing, inability to obtain materials or transport or shipping space, writ, epidemic, fire, flood, hostilities (whether internal or external) strikes, war, accident, act of God, termination of supplier agreements, any statute, rule, regulation, order, act or omission of any government or department thereof or any local or municipal authority, any judgement or order threatened, likely or actual in favour of any person claiming any rights in respect of the goods and services or any other case.
5. The Customer agrees that all designs, drawing specifications, illustrations, plans, instructions, documentation and the like which are provided to the Customer by the Supplier, are the sole property of the Supplier or its principal and shall not be produced or copied or used or disclosed to third parties as the basis for manufacture or sale or further development of items without the written consent of the Supplier. The Customer agrees to take all reasonable steps considered necessary by the Supplier to maintain and insure the confidentiality of such information.
6. An order may at the Supplier's option be terminated in the event of insolvency of the Customer or of execution being levied against any of the goods of the Customer or the Customer being placed in liquidation or administration whether voluntary or otherwise.
7. An order may be cancelled or varied by the Customer only if such cancellation or variation is accepted by the Supplier in writing which may be withheld without reason or granted subject to such condition as the company at its sole discretion may stipulate. Any such variation or cancellation shall only occur on terms that will reimburse the Supplier for any costs or loss (including but not limited to loss of profit) incurred. Regardless, deposit payments are non-refundable.
8. If after notification that the goods are ready for delivery, delivery is delayed for any reason beyond the Supplier's reasonable control the Supplier shall be entitled, at its option, to arrange suitable storage at its premises or elsewhere and shall take reasonable measures to protect the Customer's interest in the goods. The Customer shall accept all costs of storage, insurance, demurrage, handling and other charges associated with such storage.
9. Any performance figures given by the Supplier are based on the Supplier's experience and are such as the Supplier expects to obtain on testing. The Supplier is under no liability for damages as a result of failure to attain such figures unless the Supplier has specifically guaranteed them in writing, subject to recognised tolerances applicable to such figures and written limitation on liability for damage. If no written liability exists the limit shall be 5% of the purchase order value.
10. The Supplier's liability does not extend to consequential damages either direct or indirect.
11. The Customer agrees to indemnify the Supplier for any legal costs incurred by the Supplier (including, but not limited to, charges and commissions charged by mercantile agents) in respect of this application, agreements, personal agreements, personal guarantees, securities given or other documentation required while credit is being

offered in consequence of this application. The customer further agrees to indemnify the supplier for any dishonoured cheque fees incurred and, in the event that the Customer's account is in default of the agreed trading terms, to indemnify the supplier against its collection fees and legal costs.

- 12. CHANGE OF DETAILS:** Should there be any variation to any of the information supplied by the Customer in this application or in the structure of the Customer's business, the supplier shall be notified in writing. Until a new commercial credit application form is signed and approved in writing by the Supplier, then the original Commercial Credit Application and those person(s) who signed as guarantor(s) shall remain liable to the supplier as though all goods and services were supplied to the original Customer.
- 13.** The supplier shall be entitled at any time to assign its rights under this Commercial Credit Application to its successors, nominated transferred or assigns (including, but not limited to, where applicable, personal guarantees), and that these Trading Terms and Conditions shall be in no way affected or discharged pursuant to such an assignment.
- 14. CAVEATABLE INTEREST CLAUSE:** In the event of default of the agreed trading terms by the Customer, then the Customer by its director(s), / partner(s), individual(s), nominated in this application, hereby charge all their Right, Title of Interest (if any) to any or all property(ies), owned / partly owned, acquired in the future, solely or jointly by the said Customer / director(s), proprietor(s) / individual(s) of this application in favour of the Supplier, to better secure all money(ies) owed to the Supplier as of the date of default, with the due and punctual observance and performance of all the obligations of the Customer. Such Customer acknowledges that the Supplier may at its discretion, register a caveat on such property in respect of the interest conferred on it under this clause. In the event that the Supplier is required to exercise its right under this clause, against the Customer, then the Customer grants the Supplier the right to appoint a receiver and sell the property(ies).
- 15. RETENTION OF TITLE:** until **ALL INVOICES** are paid in full, and **ALL MONIES** are received and cleared, ownership of the goods remains with the Supplier, but the risk passes to the Customer on delivery. In the event that the Customer is in default of the agreed trading terms, then the Customer without reservation grants rights of entry to any or all properties under the Customer's control, where the goods are reasonably expected to be stored or installed. The Customer indemnifies and saves harmless the Supplier, its servants or agents in relation to loss or damage as a result of the retaking of possession of the said goods. Further, in the event that the Supplier exercises its right of retaking possession of the said goods, the Customer grants the power of sale to the Supplier to resell the said goods.
- 16. SERVICE OF DOCUMENTS:** The Customer acknowledges that service of all documents will be prepaid postal addressed envelope to the address nominated on the Commercial Credit

application form, unless a new address is provided by the Customer and such new address is acknowledged by return in writing from the Supplier.

- 17. ACCESS TO SITE:** The Customer at all times is responsible to ensure access to the site. The Customer further indemnifies and saves harmless the Supplier and / or its servants or agents against any loss or damage, in the event the Customer fails to provide suitable access to site for delivery, and / or while on site working.
- 18. PRICE:** All goods are sold at the price quoted. Costs and charges for freight and handling at the point of delivery to the Customer or the Customer's agent are payable by the Customer unless otherwise stated on their quote / contract. **NOTE: Pricing may vary from time to time subject to exchange rate variations and / or increase in the cost of materials outside the control of the Supplier.**
- 19. FINANCIAL INFORMATION:** The Customer agrees to provide financial information as is reasonably required by the Supplier from time to time, for the assessment of current and future credit limits only.
- 20. DAMAGES:** The Supplier shall not be liable for any amount greater than 5% of selling price of the product originally supplied. Without limiting the meaning of this clause, the Supplier shall not be liable for any claims, loss, expense whatsoever, howsoever arising, or in any way whatsoever for any contingent, consequential direct / indirect special, or punitive damages arising in relation thereto, and the Customer acknowledges the express limit of liability and agrees any claim accordingly. Further, the Supplier shall not be responsible directly or indirectly for any consequential loss or maintenance, use or operation of the product by the Customer, or by any third party, or from any failure of the product, whether defective or not.
- 21. GST:** The Supplier is required by law to pay Goods and Services Tax (GST) on any work, the subject of any estimate / quote. GST will be in addition to the estimate / quote provided it is not shown otherwise. For the purposes of these conditions GST means GST within the meaning of the New Tax System (Goods and Services tax) Act 1999. GST will be charged at the rate applicable at the time of supply.
- 22. ENVIRONMENTAL REQUIREMENTS:** The Customer confirms and acknowledges that it has made all enquiries in relation to all responsibilities conferred upon the Customer, by the said Act, relating to storage of, and disposal of any or all products supplied by the Supplier.
- 23. INSURANCE:** No insurance is provided by the Supplier. The Customer acknowledges that insurance of all goods is the responsibility of the Customer from the time of delivery of goods or services.
- 24. JURISDICTION:** The Customer acknowledges that the Laws of the State of Queensland shall govern this contract, and the Customer hereby agrees to submit to the non-exclusive jurisdiction of the Courts of Queensland.

THE ABOVE INFORMATION IS FOR THE CUSTOMER TO RETAIN