

## Standard Trading Terms and Conditions

### 1. Interpretation

- 1.1. In these Terms and Conditions:
  - 1.1.1. **Agreement** means the definition in clause 2.2 below.
  - 1.1.2. **Aqua-Tech** means Baronial Pty Ltd (ACN 146 402 351) as trustee for Bryan-Brown Family Trust trading as Aqua-Tech Drinking Water Solutions (ABN 67 742 281 188);
  - 1.1.3. **Buyer** means the person, firm or entity purchasing the Goods and/or Services, as detailed in the Purchase Order;
  - 1.1.4. **Force Majeure Event** means any act, event or circumstance, other than a lack of funds
    - 1.1.4.1. as a direct or indirect result of which, the party relying on it is prevented from or delayed in performing any of its obligations under the Agreement; and
    - 1.1.4.2. that is beyond the reasonable control of that party.
  - 1.1.5. **Goods** means the products detailed in the Purchase Order;
  - 1.1.6. **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
  - 1.1.7. **Price** means the price for Goods and Services stated on the Purchase Order or agreed between Aqua-Tech and the Buyer which will be the price for the goods and/or services plus any applicable additions including GST, packaging costs, freight charges, delivery costs and bank charges;
  - 1.1.8. **Purchase Order** means a document supplied in conjunction with these Terms and Conditions (including a written quotation by Aqua-Tech) and/or any order, which may be written or verbal, placed by the Buyer which specifies details of the Goods and/or Services to be supplied by Aqua-Tech;
  - 1.1.9. **Services** means services to the Goods to be supplied by Aqua-Tech to the Buyer, as detailed in the Purchase Order.

### 2. Operation

- 2.1. Unless otherwise agreed in writing, these terms and conditions (**Terms and Conditions**) govern every transaction, Purchase Order, sale, quotation and contract placed by a Buyer with Aqua-Tech for the supply of Goods and/or Services to the extent that these details override any other terms and conditions stipulated, incorporated or referred to in the Buyer's order or related documentation.
- 2.2. The parties agree that both the Purchase Order for the supply of Goods and/or Services specified in that Purchase Order and these Terms and Conditions form an agreement for the supply of Goods and/or Services specified in the Purchase Order to the Buyer by Aqua-Tech (**Agreement**).

### 3. Orders

- 3.1. The Buyer must order the Goods and/or Services from Aqua-Tech by submitting a Purchase Order to Aqua-Tech.
- 3.2. All Purchase Orders for the Goods and/or Services, must contain applicable details as required by Aqua-Tech for example, purchase order number, billing address, ACN/ABN (where applicable) of Buyer, items being ordered, quantity and values of items being ordered, full contact details and delivery address.
- 3.3. Aqua-Tech will accept the terms of the Purchase Order by written or verbal acknowledgement. Aqua-Tech reserves the right to accept or reject any Purchase Order.
- 3.4. Possession of Aqua-Tech's pricing details by a Buyer, does not constitute an offer to sell.
- 3.5. Aqua-Tech strives to ensure they maintain sufficient quantities of products, accessories and spare parts to meet demand, however Aqua-Tech makes no representation as to the availability of Goods and the Buyer must clarify and confirm the details of their order before purchasing the Goods.
- 3.6. Once a Purchase Order is placed by the Buyer, and confirmed by Aqua-Tech, a binding agreement is formed.
- 3.7. If a Buyer wishes to cancel an order for Services before Aqua-Tech has performed the Services, the Buyer must contact Aqua-Tech and inform them of the cancellation of the order as soon as possible.
- 3.8. If a Buyer wishes to cancel an order for Goods, the Buyer must contact Aqua-Tech as soon as possible. Aqua-Tech may, at its sole discretion:
  - 3.8.1. allow the Buyer to cancel the order and refund to the Buyer any monies paid to Aqua-Tech for the Price of the Goods; or
  - 3.8.2. require the Buyer to fulfil their obligations under this Agreement including paying Aqua-Tech for the Price of the Goods ordered and accepting delivery of the Goods.

### 4. Price

- 4.1. After placing a Purchase Order for Goods and/or Services, Aqua-Tech shall provide the Buyer with a tax invoice which will include Aqua-Tech's ABN and other such details required by the GST Act.
- 4.2. The Buyer shall pay the Price of the Goods and/or Services stated on the tax invoice for their Goods and/or Services plus any applicable additional costs including GST, installation costs, packaging costs, freight charges, delivery costs, bank charges. The prices shown on any price list may vary from time to time.
- 4.3. The Buyer shall pay Goods and Services Tax (**GST**) at the rate set by the GST Act and shown on the tax invoice.
- 4.4. Unless otherwise agreed in writing, any pricing quoted by Aqua-Tech is exclusive of GST, installation costs, packaging costs, freight charges, delivery costs, bank charges and such other charges notified by Aqua-Tech to the Buyer, all of which costs if incurred are payable by the Buyer.
- 4.5. All quotations issue by Aqua-Tech, will be done so in Australian dollars and will be valid for 30 days, unless otherwise stated by Aqua-Tech.
- 4.6. Once both parties have agreed to the terms of the Purchase Order, the Price will not be varied, unless otherwise agreed in writing by both parties.
- 4.7. Where delivery of the Goods is to be made by instalments, each delivery shall be treated as a separate contract and failure, suspension or delay in any delivery or defect in the Goods delivered shall not vitiate the Contract as to prevent the supply of the other Goods.

### 5. Terms of Payment

#### Aqua-Tech Drinking Water Solutions

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- 5.1. Buyers who have an established Trading Account with Aqua-Tech shall pay the Price for the Goods and/or Services additions within 7 days from the issue date of the tax invoice.
- 5.2. Buyers that do not have an established Trading Account with Aqua-Tech, are required to pay the Price (via Credit Card, Bank Cheque or EFT as directed by Aqua-Tech), to Aqua-Tech prior to the Goods being despatched or collected from Aqua-Tech's premises, or upon the completion of the Services.
- 5.3. In some instances, including for orders involving specially made products or large volumes, Aqua-Tech may require payment of the Price prior to deliver or payment of the Price in instalments.
- 5.4. Property in and title to the Goods supplied by Aqua-Tech will only pass to the Buyer when the full Price for the Goods has been received by Aqua-Tech.
- 5.5. If the Buyer does not pay the full amount of the Price on or before the date required for payment, Aqua-Tech may:
  - 5.5.1. charge interest on the overdue amount at the rate of [1.5% above Aqua-Tech's overdraft rate] per month accruing daily from and including the date 7 days after demand for payment until the date of payment is full; and
  - 5.5.2. suspend or cancel, the supply of any pending contracts, orders or service agreements (without notice) until all amounts owed by the Buyer is paid in full to Aqua-Tech.
- 5.6. All expenses incurred by Aqua-Tech in collecting overdue payment from the Buyer, including debt collection agency, legal and court fees, shall be payable by the Buyer to Aqua-Tech as a debt, upon demand from Aqua-Tech.
- 5.7. If the Buyer shall fail to make any payment on the date due for payment, Aqua-Tech may terminate the Agreement in accordance with clause 13.

## **6. Acceptance and Delivery**

- 6.1. The Buyer agrees to accept the Goods once the Goods leave Aqua-Tech's (or designated third party supplier) premises. Any goods become the Buyer's sole risk once the Goods leave Aqua-Tech's premises, irrespective of which party organised the transport or the method utilised. It is the responsibility of the buyer to organise suitable insurance for, loss, damage or any other related matter.
- 6.2. Delivery dates are estimates quoted in good faith, based on data available at the time. Delay by Aqua-Tech in providing delivery of the Goods for any reason will not entitle the Buyer to repudiate or terminate this Agreement or be reimbursed or indemnified for any damage or loss by reason of the delay.
- 6.3. The Buyer acknowledges that no goods are insured by Aqua-Tech, in relation to storage, transportation or any part of the delivery processes.
- 6.4. Aqua-Tech will endeavour to ensure all product deliveries are acceptable to the Buyer. However Aqua-Tech accepts no responsibility for site deliveries, where appropriate personnel or equipment are not available to properly manage requirements or sign applicable proof of delivery or acceptance documents.

## **7. Force Majeure**

- 7.1. Subject to clause 7.4, a party's obligations under the Agreement will be suspended during the time and to the extent a party is prevented from or delayed in complying with those obligations as a result of a Force Majeure Event.
- 7.2. If a party is affected by a Force Majeure Event, it must:
  - 7.2.1. as soon as reasonably possible after being affected, give the other party particulars of the Force Majeure Event and the manner in which the performance of the obligations will be prevented or delayed; and
  - 7.2.2. take reasonable steps to remove, overcome or minimise the effects of the Force Majeure Event, except that the party is not obliged to settle a strike, lockout or other labour difficulty.
- 7.3. A Force Majeure Event does not relieve a party from liability for an obligation which arises before the occurrence of such event.
- 7.4. The parties agree that:
  - 7.4.1. a Force Majeure Event affecting the Buyer does not relieve the Buyer from an obligation to pay money at the time and in the manner provided for in this Agreement;
  - 7.4.2. if a Force Majeure Event prevents or delays Aqua-Tech from performing its obligations, the Buyer's obligation to pay money in relation to a Good and/or Service that has not yet been supplied by Aqua-Tech is suspended until that Good and/or Service is supplied.

## **8. Transfer of Property and Risk**

- 8.1. Property in and title to each unit of the Goods supplied by Aqua-Tech shall not pass to the Buyer until payment of the Price of the Goods has been received by the Aqua-Tech in full (each unit being considered as a whole). In this instance "Goods supplied" includes complete products, accessories, spare parts, and any associated components supplied by Aqua-Tech.
- 8.2. Until property of the Goods passes to the Buyer, the Buyer shall, unless otherwise agreed by Aqua-Tech in writing, store the Goods as bailee, in a manner and location considered suitable to Aqua-Tech, ensuring the product/s are clearly identified as being the property of Aqua-Tech and remain in the condition as supplied. Should any damage occur to the product, packaging or associated components during this time, then all related costs of rectification/replacement will be the responsibility of the Buyer.
- 8.3. If the Buyer fails to make payment in accordance with these Terms and Conditions, or Aqua-Tech reasonably believes the Buyer is unable to make payment for the Goods within prescribed terms, the employees, agents and/or contractors of Aqua-Tech shall be entitled to enter any premises in which the Goods are stored to repossess the Goods, without being in any way liable to trespass.

## **9. Disclaimer, Limitation of Liability and Release**

- 9.1. To the maximum extent permitted by law:
  - 9.1.1. Aqua-Tech's liability in relation to the performance or otherwise of our obligations under the Agreement (including in respect of any, liabilities, losses, damage, damages, penalties, fines, taxes, judgments, costs and legal and other expenses, whether arising in tort (including negligence) or otherwise) will not exceed the Price of the Goods and/or Services under the Agreement.
  - 9.1.2. Aqua-Tech will not be liable to the Buyer for any loss of profits or any consequential or indirect loss of any nature whatsoever, including loss of use, revenue or any loss of business, production, contract or goodwill.

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- 9.1.3. Aqua-Tech will not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in or failure to delivery the Goods in whole or in part.
- 9.1.4. The Buyer release Aqua-Tech and its agents, employees and contractors from all claims and demands resulting from any accident, damage, loss, injury or death arising from the Buyer's use of the Goods, including if that damage or less results from our negligence.
- 9.1.5. Aqua-Tech will not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any incorrect data supplied by the Buyer, particularly relating to product selection and operation, resource availability, location and dimensional details.
- 9.1.6. This clause does not limit any rights that a consumer may have under the Australian Consumer Law.

## 10. Indemnity

- 10.1. Without limiting any other clause of these Terms and Conditions, to the maximum extent permitted by law, the Buyer indemnify Aqua-Tech and its directors, officers, agents, employees and contractors (jointly and severally, the **Indemnified Persons**) and keep each of the Indemnified Persons indemnified against all loss, actions, claims, proceedings, costs, expenses (including legal fees), claims and damages in respect of which the Indemnified Persons shall or may become liable (whether during or after the provision of the Goods and/or Services) arising from or in relation to any one or more of the following:
  - 10.1.1. breach of the Agreement by the Buyer;
  - 10.1.2. any wrongful, wilful or negligent act or omission of the Buyer or any of its employees, agents or contractors;
  - 10.1.3. the storage, handling or use of any Goods in a manner inconsistent with any instructions or directions given to the Buyer by Aqua-Tech or the manufacturer of the Goods, sold under or in connection with the Agreement, except to the extent that the relevant action, claim, proceeding, demand, liability, loss, damage, expense or cost was caused by the wrongful, wilful or negligent act or omission of us or any of our employees, agents or contractors;
  - 10.1.4. any injury or loss sustained by any person who is employed or engaged by the Buyer as an employee, agent or contractor for the purpose of (among other things) the performance of the Buyer's obligations under the Agreement and who suffers any injury or loss arising out of or in the course of such employment or engagement by failing to use the Goods in a manner consistent with any instructions or directions given to the Buyer by Aqua-Tech or the manufacturer of the Goods; or
  - 10.1.5. the Buyer failing to:
    - 10.1.5.1. use or maintain the Goods in a manner consistent with any instructions or directions given to the Buyer by Aqua-Tech or the manufacturer of the Goods;
    - 10.1.5.2. comply with any law relating to the labelling or use of the Goods;
    - 10.1.5.3. take any other reasonable precautions to bring to the attention of potential users of the Goods and dangers associated with the Goods, and to detect any matters in relation to which Aqua-Tech become liable;
    - 10.1.5.4. otherwise comply with any laws, rules, standards or regulations applicable in relation to the Goods or the use of the Goods or any directions or instructions given by us in relation to the Goods.

## 11. Warranty

- 11.1. All Aqua-Tech Goods are manufactured to high quality standards-
- 11.2. Aqua-Tech warrants that it will perform any Services in a timely manner and in accordance with these terms and Conditions and any applicable laws.
- 11.3. Aqua-Tech warrants that if Goods supplied by it are found to be defective in workmanship or materials within the warranty period (as stated by the manufacturer of the Good), which begins at the date of the despatch of the Goods by Aqua-Tech, Aqua-Tech will, as it elects:
  - 11.3.1. rectify or repair the defect;
  - 11.3.2. replace the Goods; or
  - 11.3.3. recompense the Buyer for the defective Goods.
- 11.4. In order to claim the Warranty outlined in clause 11.3, the Buyer must:
  - 11.4.1. comply with these Terms and Conditions;
  - 11.4.2. comply with the proper usage of goods; and
  - 11.4.3. ensure that all servicing and maintenance procedures have been completed by Aqua-Tech at the appropriate timing indicated by Aqua-Tech.
- 11.5. If the Buyer wishes to claim the Warranty for any Good/s, the Buyer should contact Aqua-Tech and the parties will arrange for the Goods to be returned to Aqua-Tech. When Aqua-Tech has received the Good/s from the Buyer, it will assess the Good/s and if the Good/s are deemed by Aqua-Tech to be faulty and covered by the Warranty, then Aqua-Tech will, as it sees fit, dependent upon the instance:
  - 11.5.1. rectify or repair the defect;
  - 11.5.2. replace the Goods; or
  - 11.5.3. recompense the Buyer for the defective Goods.
- 11.6. Any credit given by AquaTech for goods returned in their original packaging within 3 months by the buyer is subject to a re-stocking fee of 35% of the purchase price of the goods. Plus the return freight
  - 11.6.1. If goods are not in their original packaging and/or also returned within 3 months of purchase the buyer is subject to a restocking fee of 55% providing goods are in working order
  - 11.6.2. If goods are returned by the buyer after 3 months of purchase any refund will be at the discretion of AquaTech
- 11.7. To the maximum extent permitted by law, freight costs for returning the Goods must be paid by the Buyer. If the Buyer has a valid claim under Aqua-Tech warranty or the Australian Consumer Law, Aqua-Tech will reimburse the Buyer for the freight costs.
- 11.8. If the returned Good/s are deemed to have failed due to factors not covered by Aqua-Tech's Warranty or those implied by the Australian Consumer Law, all freight costs and other associated costs of returning the Goods, will be the Buyer's responsibility.

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- 11.9. Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify any condition, guarantee, warranty, right or remedy implied by law (including, without limitation, the *Competition and Consumer Act 2010* (Cth) where to do so would contravene the law or cause any part of these Terms and Conditions to be void.
- 11.10. The warranty specified in clause 11.3 is in addition to the rights which are available to a consumer under the *Competition and Consumer Act 2010* (Cth). Subject to clause 11.3, all conditions, guarantees and warranties as to the acceptable quality, condition, fitness for purpose or correspondence with description or sample of the goods, except where such exclusion would contravene the law of cause any part of these Terms and Conditions to be void.
- 11.11. To the maximum extent permitted by law, where Aqua-Tech is liable for breach of this Agreement or a condition, guarantee or warranty implied by the Australian Consumer Law, being Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (other than section 51, 52 and 53), to the maximum extent permitted by law, Aqua-Tech's liability is limited at the election of Aqua-Tech to:
- 11.11.1. In relation to Goods:
    - 11.11.1.1. the replacement of the goods or the supply of equivalent goods;
    - 11.11.1.2. the repair of the goods;
    - 11.11.1.3. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - 11.11.1.4. the payment of the cost of having the goods repaired,
  - 11.11.2. in relation to Services:
    - 11.11.2.1. supplying the Services again; or
    - 11.11.2.2. payment of the cost of having the Services supplier again.

## 12. Website

- 12.1. The materials displayed on Aqua-Tech's website (**the Site**), including without limitation all information, text, materials, graphics, software, tools, results derived from the use of software and tools, advertisements, names, logos and trade marks on the Site (**Content**) are protected by copyright, trade mark and other intellectual property laws unless expressly indicated otherwise on the Site.
- 12.2. The Buyer must not modify, copy, reproduce, republish, frame, download onto a computer, upload to a third party, post, transmit or distribute this Content in any way except as expressly provided for in these General Conditions or with our express prior written consent.
- 12.3. The Site may contain links to third party sites (**Linked Sites**). Linked Sites are not under our control and we are not responsible for the content of any Linked Site or any hyperlink contained in a Linked Site (**Subsequent Site**). The Buyer links to any Linked Site or Subsequent Site entirely at its own risk.
- 12.4. Although Aqua-Tech has no reason to believe that any information contained on the Site is inaccurate, Aqua-Tech does not warrant the accuracy, adequacy or completeness of the information on the Site.
- 12.5. Aqua-Tech does not accept responsibility for loss suffered as a result of the Buyer's reliance on the accuracy or currency of information contained in the Site. Aqua-Tech and our directors, officers, agents, employees and contractors do not guarantee or warrant the Site will be uninterrupted, without delay, error-free, omission-free or free of viruses. The content is provided "as is" without warranties of any kind, express or implied, including as to accuracy, timeliness and completeness.

## 13. Termination

- 13.1. Either party may terminate the Agreement with immediate effect by giving written notice to the other (**Defaulting Party**) if the Defaulting Party:
- 13.1.1. breaches any of its obligations under this Agreement and does not rectify the failure (where the failure is rectifiable) within 5 Business Days of receiving notice of the breach from the non-defaulting party; or
  - 13.1.2. becomes the subject of bankruptcy proceedings, is placed in receivership or judicial administration, goes into liquidation or becomes subject to a similar legal process, ceases to carry on its business or takes any action for the purposes of preparing for or giving effect to any of the foregoing events.
- 13.2. Either party may terminate the Agreement for convenience by giving 1 month's written notice to the other party.
- 13.3. On the termination of the Agreement, the Agreement is at an end as to its future operation except that termination will not affect any rights or obligations which may have accrued prior to termination.
- 13.4. Despite any other term, on termination of the Agreement:
- 13.4.1. all Purchase Orders (whether or not accepted by Aqua-Tech at the time of termination) will be automatically cancelled unless otherwise directed in writing by Aqua-Tech; and
  - 13.4.2. The Buyer must within 5 Business Days, pay all amounts owing to Aqua-Tech, whether otherwise due at that time or not.

## 14. Installation

- 14.1. If the Buyer organises installation of any Good or part of a Good, supplied by Aqua-Tech, the installation must comply with:
- 14.1.1. all installation recommendations and instructions supplied by Aqua-Tech or the manufacturer; and
  - 14.1.2. all industry, HSE and legal requirements and guidelines.
- 14.2. Aqua-Tech will not be held responsible for any failure on behalf of the Buyer for not complying with clause 14.1.
- 14.3. Aqua-Tech will endeavour to provide advice and assistance to the Buyer regarding installation of the Goods, however it is the Buyers responsibility to ensure that prior to any purchase of Goods, all necessary installation requirements and associated costs have been considered and accounted for.

## 15. Operation and Maintenance

- 15.1. The Buyer is required to operate the Goods in the manner designated by Aqua-Tech and any related manufacturer's instructions and for the sole purpose that the Goods were designed.
- 15.2. Due to the nature of the Goods supplied and their potential health risks, the Buyer must ensure that the Goods are operating safely and maintained adequately at all times, and pose no health risk to users.
- 15.3. If the Buyer is located in South East Queensland, Aqua-Tech can be engaged to undertake Services on the Goods including servicing, maintenance and product and equipment checks.

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15.4. If the Buyer is located outside South East Queensland, the Buyer can contact Aqua-Tech for advice regarding the servicing and maintenance of the Goods.

#### **16. Dangerous and Hazardous Goods**

16.1. Some Goods or parts of Goods supplied by Aqua-Tech, may be considered to be hazardous or dangerous. Aqua-Tech will provide appropriate notification, documentation and directions as to how the Goods should be used and handled, as required, for these Goods.

16.2. If the Buyer purchases Goods that are considered to be hazardous or dangerous from Aqua-Tech, it is the Buyer's responsibility to ensure that they and their employees, agents and/or contractors who come in contact with the Goods, comply with any documentation or directions given by Aqua-Tech and all applicable laws and recommendations in relation to those Goods.

#### **17. Transport**

17.1. If the Buyer does not nominate a transport company during the order process; Aqua-Tech will arrange all appropriate actions utilising their preferred carrier, with all costs for transport being incurred by the Buyer.

17.2. It should be noted that if any Hazardous or Dangerous Goods are to be shipped, additional costs will be incurred by the Buyer for transport of the Goods.

17.3. The transport carrier for the Goods and the costs for transport, including any additional costs for transport, will be detailed on the Purchase Order.

#### **18. Personal Property Securities Act 2009 Cth (PPSA)**

18.1. In this clause financing statement, security agreement, security interest, interested person, register and proceeds has the meaning given to it by the PPSA.

18.2. The Buyer acknowledges and agrees that these Terms and Conditions constitute a security agreement for the purposes of section 20 the PPSA and that a security interest exists in all Goods (and their proceeds) supplied by Aqua-Tech to the Buyer from time to time.

18.3. Aqua-Tech may perfect its security interest by lodging a financing statement on the PPSA register.

18.4. The Buyer must execute any documents and do such further acts as may be required by Aqua-Tech to register its security interest, with the priority it requires, and to maintain that registration.

18.5. To the maximum extent permitted by law, all costs incurred by Aqua-Tech in registering or lodging a financing statement or a financing change statement must be paid by the Buyer to Aqua-Tech on demand.

18.6. The Customer, to the maximum extent permitted by law, waives its rights under sections 95, 118, 121, 130, 132 and 135 of the PPSA and any rights to receive from Aqua-Tech, any notice under the PPSA (including, without limitation, a statement of account or notice of a verification statement) unless the notice is required by the PPSA and the relevant requirement cannot be excluded.

18.7. The Buyer acknowledges that it has received value as at the date of first delivery of the goods and has not agreed to postpone the time for attachment of the security interest (as defined in the PPSA) granted to Aqua-Tech under these Terms and Conditions.

18.8. The Buyer irrevocably grants to Aqua-Tech the right to enter upon the Buyer's property or premises, without notice, and without being in any way liable to the Buyer or to any third party, if Aqua-Tech has cause to exercise any of Aqua-Tech's rights under section 123 and/or section 128 of the PPSA, and the Buyer shall indemnify Aqua-Tech from any claims made by any third party as a result of such exercise.

#### **19. General**

##### **19.1. Jurisdiction**

These Terms and Conditions and the transactions contemplated by the Terms and Conditions, shall be governed by or construed in accordance with the laws from time to time of the Australian State or Territory in which delivery of the Goods takes place.

##### **19.2. Severance**

If any clause or part of these Terms and Conditions not being of fundamental nature is held to be void, illegal or unenforceable in a jurisdiction, it is severed for that jurisdiction. The validity and enforceability of the remainder of these Terms and Conditions shall not be affected.

##### **19.3. No Waiver**

Should Aqua-Tech not enforce any provision of these terms and conditions, it should not be treated as a waiver of any provision, nor shall it affect Aqua-Tech's ability to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

##### **19.4. Sub-Licences**

Each party may license or sub-contract all or any part of its rights and obligations with the prior written consent of the other party.

##### **19.5. Authorisation**

The Buyer warrants the power to enter into this Agreement having obtained appropriate authorisation and confirms that there are no impediments (including insolvency) restricting the progress of this transaction.

##### **19.6. Business or Ownership Change**

Should either party undergo any relevant business or ownership changes, then the other party must be notified as soon as possible and at least 14 days of the change occurring.

##### **19.7. Terms and Conditions – Changes**

Any variation of this Agreement must be acknowledged in and consented to in writing by both parties.

#### **Statement to Consumers**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are

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also entitled to have the goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

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