

COMPANY CONDITIONS OF SALE

The Supplier has agreed to the supply of, and the Customer has agreed to buy, the Goods on the terms and conditions of this Agreement. Where the Goods supplied are wastewater treatment systems (including but not limited to HSTPs, AWTs, all waste septic and CEDs) and/or UV treatment systems the Customer shall also be bound by those conditions in clause 10 of these Conditions of Sale.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

“Agent” means a duly authorized and appointed agent of the company.

“Business Day” means:

(a) for the purposes of clause 15.1, a day that is not a Saturday, Sunday, public holiday or bank holiday in the city where the notice is received; and

(b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in Brisbane, Australia;

“Company” means Coastal Services Q Pty Ltd, a company incorporated in Australia and its related bodies corporate.

“Commissioning Date” means the date written on the Commissioning Certificate which is sent to the relevant local authority by the company.

“Customer” means the person or other entity whose name appears on the Application for Credit and Conditions of Sale or the Tax Invoice, and shall be deemed to be the grantor under the terms of this agreement.

“Delivery Address” means the property identified by the Customer as the address to which the Goods are to be delivered.

“Dollar” or **“\$”** means the lawful currency of the Commonwealth of Australia;

“Force Majeure Circumstance” means, in respect of a party, any circumstance or event which, despite using all reasonable endeavours, the party is unable to control, including any act of God, flood, fire, damage caused by lightning, storm or tempest, rains falling during normal dry seasons, industry wide strikes, or industry wide lockouts or other industry wide industrial disturbances, acts of war, civil disturbance or enactments of any Government Agency; or inability on the part of the Company to obtain raw materials from any anticipated source; or site conditions; or progress with building works; or any other cause whatsoever beyond the Company’s control;

“Goods” means the goods and/or services supplied by the Company including but not limited to filters, plumbing fittings, UV glassware & other relevant spares, water and wastewater treatments systems and UV systems;

“GST” means any applicable goods and services tax, value added tax or any other like tax, including goods and services tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

“Intellectual Property Rights” means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of copyright, patents, inventions, trade secrets, know-how, product formulations, confidential information, designs, circuit layouts, databases, trade marks, brand names, business names, applications for any of the foregoing and any improvements, enhancements or modifications thereto;

“Order” means a purchase order for Goods, submitted from time to time by the Customer to the Company under this Agreement;

“Payment” means and refers to payment in cleared funds so that payment will not be deemed to be made unless the clearance of any cheque or payment by other means such as electronic funds transfer, credit card and the like approved by any credit provider;

“Practical Completion” (in relation to goods and services supplied by the Company) means the stage in the manufacture, delivery or supply of such goods or services when the manufacture, delivery or supply of the

goods or services is complete except for minor omissions and minor defects which do not prevent the goods or services from being reasonably capable of being used by the Customer.

“Personal property” shall have the meaning subscribed to it by the PPSA.

“Personal Properties Security Act” or “PPSA” Shall mean the Personal Properties Security Act 2009 (cth) as enacted and all of its regulations

“Personal Properties Security Register” or “PPSR” is the security register prescribed by the PPSA

“Price” means the price specified on the tax invoice, as adjusted by the Company from time to time;

“Security Interest” has the meaning prescribed to it by the PPSA

“Secured party” means the supplier

“Special Terms” (in relation to any particular class or category of goods or services supplied by the Company) means the terms under the heading “Special terms” in relation to the particular class or category of goods or services.

“Supplier” means the company.

“Terms” means these “Conditions of Sale”, and the term “Conditions” has a corresponding meaning.

“Third Party Interest” means any Security Interest, lease, option, voting arrangement, easement, covenant, notation, restriction, interest under any agreement, interest under any trust, or other right, equity, entitlement or other interest of any nature held by a third person.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

(a) a reference to:

- (i) the singular includes the plural and vice versa;
 - (ii) a gender includes all genders;
 - (iii) a document (including this Agreement) means that document (including any schedules and annexures), as amended, consolidated, supplemented, novated or replaced;
 - (iv) an agreement includes any deed, agreement or legally enforceable arrangement or understanding whether written or not;
 - (v) parties means the parties to this Agreement and to a party means a party to this Agreement;
 - (vi) a recital, clause, schedule, annexure or item means a recital, clause, schedule, annexure or item of this Agreement;
 - (vii) a notice means a notice, approval, demand, request, nomination or other communication given or served by one party to another under or in connection with this Agreement;
 - (viii) a person (including a party) includes:
 - (A) an individual, the company, other body corporate, association, partnership, firm, joint venture, trust or Government Agency;
 - (B) the person's successors, permitted assigns, substitutes, executors and administrators; and
 - (C) the representative member of the GST group to which the person belongs to the extent that the representative member has assumed rights, entitlements, benefits, obligations and liabilities which would remain with the person if the person were not a member of a GST group;
 - (ix) a law:
 - (A) includes any legislation, treaty, judgement, rule of common law or equity or rule of any applicable stock exchange;
 - (B) means that law as amended, consolidated, supplemented or replaced; and
 - (C) includes any regulation, rule, statutory instrument, proclamation, by-law or other subordinate legislation made under that law;
 - (x) proceedings includes litigation, arbitration and investigation;
 - (xi) a judgement includes an order, injunction, decree, determination or award of any court or tribunal;
 - (xii) including or includes means including or includes (as the case may be) without limitation; and
 - (xiii) time means Brisbane, Australia time;
- (b) headings are for convenience only and are to be ignored in interpreting this Agreement;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) where an obligation, warranty, representation or covenant is assumed or given by more than one person, it will bind them jointly and severally;

- (e) where a payment or other act must be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day; and
- (f) this Agreement must not be construed adversely to a party only because that party was responsible for preparing it.

2.SUPPLY OF GOODS

- 2.1** All supplies of Goods by the Company to the Customer during the term of this Agreement will be on the terms and conditions of this Agreement.
- 2.2** No other terms or conditions will apply to the supplies of Goods by the Company unless they are accepted in writing by the Company.
- 2.3** The Customer acknowledges that the Company supply of Goods is subject to availability at the time of ordering.
- 2.4** The Company will not be liable in any circumstances for failure to supply any product ordered by the Customer.
- 2.5** The Company reserves the right to discontinue any product or change its design at any time.
- 2.6** In the event of the discontinuance or change in design of Goods, the Company is not liable for supply of any outdated Goods. The Customer may update to the new model at their own cost.

3.ORDERS

- 3.1** The Customer must submit an Order directly to the Company.
- 3.2** Any Purchase Order submitted by the Customer to the Company will constitute an offer on the terms and conditions of this Agreement, as amended or supplemented by the express terms of the Purchase Order.
- 3.3** If the Company accepts an Order, the Company and the Customer will be contractually bound to complete the Order in accordance with the terms and conditions of this Agreement.
- 3.4** Unless the Company expressly agrees in writing to the contrary, where there is any inconsistency between:-
 - (a) these terms and any applicable Special Terms the provisions of such Special Terms will prevail;
 - (b) between these Terms, any Special Terms and any terms and conditions set out on any form of order placed by the Customer, or in any acceptance of any quotation or tender made by the Company, the Customer agrees that any applicable Special Terms shall prevail over these terms and any terms and conditions in the Customer's order or in the Customer's acceptance of any quotation or tender placed by the Company, and that if there are no Special Terms these Terms shall prevail over any such terms and conditions in the Customer's order, or in the acceptance of any quotation or tender made by the Company.
- 3.5** Any reference in these Terms to a person having the apparent authority to perform some act on behalf of the Customer with respect to goods or services supplied or to be supplied by the Company includes without limitation:-
 - (a) In the placing of an order with, or acceptance of any quotation or any tender made by the Company with a reference to any person performing any clerical or managerial function in the business of the office of the Customer;
 - (b) In the placing of any order at, from or in respect of the work site to which goods and/or services are to be supplied by the Company, or in the giving of any request or direction directly or indirectly related to the delivery of any goods, their handling, or placement by any person whether an employee of the Customer or not, who has the apparent charge of the acceptance of the goods or service on delivery.
- 3.6** Orders can only be modified, suspended or cancelled after negotiation and agreement between the Customer and the Company. The Customer must indemnify the Company in respect of any expenses incurred by the Company relating to the modification or cancellation of any order. An administration fee of 10% or \$50 (whichever is the greater) will apply.
- 3.7** The Company reserves the right to decline to trade with any company or person. The Company has no obligation to provide an account for exercising this right.

4.EXPORT ORDERS

- 4.1 Customers are responsible for the costs of and obtaining of any and all licences required when ordering Goods that are required to be exported to another country.
- 4.2 Customers are responsible for complying with any and all export and import regulations which are in force in Australia and the destination country when ordering Goods that are required to be exported to another country.

5.DELIVERY AND SURCHARGES

5.1 Point of delivery

- (a) Goods will be delivered to the roadside adjacent to the delivery site. If at the Customer's request, the delivery vehicle leaves the road and enters the delivery site to unload, the Customer must provide suitable, safe and properly supervised access and egress and turning facilities for the relevant delivery vehicle.
- (b) The Customer agrees to indemnify and keep indemnified the Company and its agents for all claims for any damages and injury to any person and to any public or private property which may result including any costs associated with the delivery vehicle entering or leaving the site, and the cost of any returned product as a result of the Customer failing to provide suitable and safe access to and egress from the delivery site where entry into the delivery site is required.
- (c) The Customer must ensure that all deliveries within the work site are carried out in accordance with all applicable laws including any related to occupational health and safety both as to the place and method of work.
- (d) The Company may charge the Customer for costs incurred as a result of any parking fines, traffic infringements or other fines associated with waiting at the delivery site.
- (e) The Customer must be present at the delivery site and must sign the Company or Company's Agent delivery docket to acknowledge that the products and quantities described on the delivery docket have been delivered and comply with the Customer's order.
- (f) Where the Customer does not sign or is not available to sign the delivery docket, the Company may rely upon directions from the person apparently in charge of that part of the work site for which the goods and services are supplied as proper and sufficient delivery and the signature of the driver on the delivery docket shall be sufficient evidence of delivery to the Customer of the products and quantities described in the delivery docket.

5.2 Timing

- (a) The Company will:
- (i) inform the Customer of the delivery date at least 24 hours prior to the intended delivery;
 - (ii) use reasonable endeavours to meet delivery estimates;
 - (iii) promptly notify the Customer if it seems likely that delivery of the Goods will be delayed for any reason.
- (b) Where the Customer is required to be present for the delivery, the Customer will:
- (i) make themselves or their agent available between 6 am and 6 pm on the delivery date;
 - (ii) provide at least 48 hours notice if they require the delivery date to be changed;
 - (iii) pay the costs associated with the change in delivery date;
- (c) Where delivery is unable to be affected due to the absence of the Customer, the Customer agrees to pay the costs associated with a second delivery;
- (d) The Company in no circumstances will be held liable to compensate the Customer for non-delivery or late delivery.
- (e) All prices are for supply, delivery and/or installation, as applicable, during the Company's normal business operating hours, Monday to Friday, unless otherwise quoted in writing. Work by the Company outside of these hours will incur a surcharge at the Company's ruling rates unless waived by the Company.
- (f) Unless the quoted price is inclusive of delivery to a nominated delivery site, the Customer will be charged for delivery.

- (g) Delivery must be accepted by the Customer and discharge completed as soon as possible after the arrival of the delivery vehicle on site. A waiting time or hourly hire surcharge will apply unless waived by the Company when a delivery vehicle is unable to unload promptly and without delay upon arrival at the delivery site.
- (f) A statement signed by the Company's credit manager stating the amount of any surcharges payable or additional delivery charges or other costs payable by the Customer to the Company shall be in absence of manifest error be conclusive and binding on the Customer.

5.3 Risk and Damage in Transit

- (a) Risk to the Goods will be deemed to have passed to the Customer upon delivery in accordance with clause 5 or (where applicable) to any carrier nominated by the Customer.
- (b) If on delivery, any Goods are found to be damaged, it is the Customer's responsibility to either:
 - (i) Refuse delivery and notify the Company of this refusal in writing within 3 business days of delivery;
 - (ii) Note the damage on the delivery docket or receipt of delivery and notify the Company of the damage in writing within 3 business days of delivery.
- (c) If the Customer:
 - (i) provides the delivery driver with an unqualified signed delivery docket or receipt of delivery; OR
 - (ii) has noted the damage on the delivery docket or receipt of delivery
 - (iii) and fails to notify the Company of any damage or defect in the Goods within 3 business days of delivery, the Customer shall be deemed to have received the Goods in good order and condition.
- (d) The Company in no circumstances will be held liable for any loss or damage to Goods in transit however arising, unless the carrier has admitted liability and paid for the damage caused to the Goods.

5.4 Force Majeure

- (a) Subject to clause 5.4(b), if delivery of the Goods is delayed due to any Force Majeure Circumstance:
 - (i) The Company may at its option delay or cancel the whole or part of this Agreement; and
 - (ii) The Company will not be in default under this Agreement, nor be liable for any Loss incurred or suffered by the Customer or by any other person, for that reason only.
- (b) The right of the Company to rely on clause 5.4(a) is conditional on it:
 - (i) promptly notifying the Customer of the nature of the Force Majeure Circumstance and the way in which, and the extent to which, delivery is delayed;
 - (ii) using all reasonable endeavours to limit the effects of the Force Majeure Circumstance and to complete delivery of the Goods as soon as practicable; and
 - (iii) promptly notifying the Customer of any material change in the Force Majeure Circumstance.

6.PAYMENT

6.1 Price

- (a) The Customer will pay the Company the Price for Goods that are delivered in accordance with this Agreement.
- (b) Unless otherwise specified, quoted Prices are exclusive of all Taxes.
- (c) The Company reserves the right to change the price of any Goods without notice.
- (d) The price is based on costs for transport, labour, services and materials current as at the date of the agreement for provision of goods or services, and the Company may at its discretion adjust the price to reflect any variation to any of these costs prior to delivery.
- (e) Any prices quoted in writing by the Company will be for a period of 7 days from the date of offer.

6.2 Payment of invoices

- (a) The Company provides to the Customer an invoice with each Order of Goods. Unless prior written arrangements have been made for credit, payment for goods and/or services is due in full prior to dispatch and delivery.
- (b) Where goods or services are to be supplied in more than a single shipment or delivery, full payment must be made prior to the unloading of the first delivery.
- (c) Payment for surcharges must be made at the time they are incurred; details of items for which surcharges may be made are set out herein.

(d)The Company may require the Customer to provide security for payment in a form acceptable to the Company prior to the supply of goods and/or services.

(e)The Customer is not entitled to withhold any payment by way of retention unless the terms and conditions of the retention are agreed to in writing by the Company prior to the supply, and if retentions are agreed, then such retention must be by bank guarantee and not by way of cash retention.

(f)If at any time or from time to time the Customer holds any bank guarantee by way of retention amount, the bank guarantee must be released upon practical completion being provided in respect of the relevant goods or services.

(g)The Customer must pay the Company the cost of any bank fees arising from dishonoured cheques paid by the Customer to the Company and must also indemnify the Company for administrative charges and for any legal or other debt collection costs incurred by the Company.

6.3 Credit Arrangements

(a)Unless there is an agreement in writing by the Company varying the Company's payment terms, the payment terms of the Company for all credit accounts are strictly "NET THIRTY (30) DAYS" ("the due date"). Payment is due on or before 30 days from the invoice date irrespective of the day upon which the invoice and/or statement in respect of such purchase is received by the Customer.

(b)Acceptance by the Company of the Customer's late payment or the Customer exceeding the credit limit set by the Company shall not amount to a waiver of the Company of its right to payment "net 30 days" nor is it an agreement to provide credit other than in accordance with these Terms or as otherwise stipulated by the Company from time to time.

6.4 Disputed invoices

(a)In the event of any dispute arising between the Company and the Customer the Customer shall forthwith pay to the Company the amount claimed by the Company to be held by the Company until settlement of the dispute.

(b)The Customer agrees to mediate any dispute with the Company before referral of such dispute to legal proceeds or mediation.

(c)If the Company and the Customer are unable to resolve a dispute over the amount of an invoice within 5 Business Days of the due date for that invoice, clause 14 will apply.

(d)If legal action is taken by the Company to recover monies due, then the Company reserves the right to charge the Customer all fees incurred in such proceedings. This provision is without prejudice to any of the Company other rights and remedies under these Conditions of Sale or at law.

6.5 Customer Default

The Customer shall be in default if –

(a)payment in full is not made strictly within payment terms; or

(b)if the Customer exceeds any credit limit granted by the Company; or

(c)If the Customer, being an individual is declared or commits an act of bankruptcy, enters into an arrangement or composition with his/her credits, signs an authority under Part X of the Bankruptcy Act (or any similar provision of the Bankruptcy Act) or any execution is levied against his/her property, or being a corporation has a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator appointed to it or has winding up proceedings initiated against it or any executive is levied against its property;

(d)And in the event of default, the Company will be entitled (without the obligation to give any notice to the Customer) to (in addition to any other rights it may have). Compensation (for its reduced revenue receipts) being payment of interest on all amounts overdue at the rate of five (5) percent per annum above the current base lending rate of the company calculated monthly on the amounts outstanding from the date on which they were due and payable, and before and after any judgment being obtained by the Company against the Customer in respect of the amount owing, until the Company receives full payment of the outstanding amount, plus

(i) An accounting fee being recovery agents and actual legal costs to the Company in recovering due amounts, plus

(ii) Payment for purchases made by the Customer from the Company, the payment of which would otherwise not be due and payable, plus

(iii) Disallow any discounts otherwise claimable by the Customer, plus

- (iv) Terminate or suspend delivery of any order which is the subject of any other sale between the Company and the Customer, plus
- (v) Treat the Customer's default as a repudiation of any existing contract for the purchase of Goods/Services and recover any unpaid sum plus the compensation referred to in (1) of the clause plus the fee referred to in (ii) of this clause from the Customer by way of liquidated damages.

7.GST

7.1If a party ("GST Supplier") makes any supply to another party ("GST Recipient") in connection with this Agreement (including the supply of the Goods), the GST Recipient must pay to the GST Supplier an amount equal to any GST payable to the relevant taxing authority by the GST Supplier in relation to that supply ("GST Amount"), unless the amount payable by the GST Recipient for that supply is already expressed to be inclusive of GST.

7.2The GST Recipient's obligation to pay the GST Amount is conditional on the GST Supplier providing to the GST Recipient a tax invoice complying with any law under which GST is imposed. The GST Supplier must do all other things reasonably requested by the GST Recipient to enable the GST Recipient to obtain any input tax credit or other statutory set-off to which it is entitled.

8.OWNERSHIP

8.1Ownership and title of the Goods is retained by the Company until payment (pursuant to clause 6 above) is made in full (including any outstanding interest incurred pursuant to Clause 6.3).

8.2The Customer shall not have any power to mortgage, charge or encumber the Goods whilst in its possession until payment in full has been made.

8.3In consideration of the Company agreeing to supply the goods pursuant to this agreement the Customer agrees to grant to the Company a security interest in the Goods supplied under this agreement. The Customer agrees to grant the right to the Company to register a present and future interest in all the goods supplied on the PPSR, in accordance with the attached financing statement. The parties acknowledge that in the case of supply of inventory to commercial customers the interest shall be deemed to be a Purchase Money Security Interest (PMSI). The Parties acknowledge that such an interest shall be deemed to have been recorded on the PPSR before the customer took possession of the goods pursuant to this agreement.

8.4The Customer acknowledges that until full payment is made -

(a)The Customer holds the goods as bailee of the Company and that a fiduciary relationship exists between the Customer and the Company

(b)The Customer shall hold the goods in such a manner that they are clearly identifiable as the property of the Company; however risk will pass to the Customer on the date of possession.

(c)Where the goods are used in the manufacturing process or mixed with other materials or products, the Customer shall maintain separate records of the value of the goods so consumed in relation to each unit of finished product and upon the sale of any unit of finished product immediately remit that amount from the proceeds of the sale to the Company

(d)If the Customer sells any of the Company's goods, it sells the goods as a fiduciary agent of the Company provided that such sales shall not give rise to any obligations on the part of the Company.

(e)In the event that the Customer defaults in payment of the Goods sold by the Company or if a receiver is appointed of any of the Customer's assets or if the Customer becomes insolvent or is adjudicated bankrupt or enters into an arrangement or compromise with its creditors, the Company may take possession of the Goods and may enter on to any premises in which the Goods are located for the purpose of doing so without notice. The Customer irrevocably authorises the Company to enter the Customer's premises or any premises under the control of the Customer or any agent of the Customer if the goods are stored at such premises and use reasonable force to take possession of the goods without liability for the tort or trespass, negligence or payment of any compensation to the Customer whatsoever, and the Customer indemnifies and agrees to keep the

Company indemnified from any claim or loss made or suffered by any said party in the exercise of the Company of any such right.

9.RETURNS

9.1 The Customer must telephone the sales office of the Company before returning any goods. The Customer must supply the office with the original invoice number and the date of purchase. A Return Authorisation Form will be issued in approved cases.

9.2 Any returned Goods must be received by the Company within 7 days of the date of the original delivery and must be in their original packaging.

9.3 Goods will not be acceptable as returns unless they are returned undamaged, unaltered and in their original packaging.

9.4 The Customer accepts liability for all freight costs incurred in the return of Goods including return for warranty repair or replacement.

9.5 A restocking fee of \$50 or 10% of the Purchase Price (whichever is greater) will be payable on all returns.

10.INSTALLATION

10.1 This clause will only apply where the company is engaged for the purposes of installation in addition to the supply of the goods.

10.2 The Customer must accept the Agreement within thirty (30) days of receipt of such Agreement. If acceptance occurs after 30 days, the price quoted in the Agreement is subject to review and change.

10.3 Installation must be completed within sixty (60) days of the date of the Agreement, after which the price is subject to review and change. The Customer is responsible for confirming the price prior to installation.

10.4 The quoted price is based on the site condition information given to the Company by the Customer. The quoted price will be subject to revision if the site conditions are altered in any way between the date of this Agreement and the commencement of work.

10.5 This quoted price is for completion of the whole of the work in one continuous period, unless otherwise agreed between the parties.

10.6 Unless otherwise noted in the quotation, the Household Sewage Treatment Plant includes the standard submersible pump model and size. Should it become evident that a larger than standard pump is required, the Customer agrees to sign a Variation Form and to pay for the appropriate sized pump. The Customer acknowledges that the Company takes all reasonable steps to determine the appropriate sized pump at the time of the quotation, however, a site inspection or further information may reveal otherwise.

10.7 The Customer warrants that they are the sole owner of the job site. In the event that the Customer does not have the legal and beneficial right over the Property, the Customer must produce written approval from the legal and/or beneficial owner for the installation of the system.

10.8 It is the responsibility of the Customer to ensure that the power supply from house to tank is connected. The Customer warrants that the power supply for the Nature Flow® Systems is connected to earth leakage. The power supply for other systems is as required by the manufacturer. It is the Customer's responsibility to confirm the requirements.

10.9 It is the responsibility of the Customer to ensure that drainage runs to the all-waste treatment tank, the rainwater drains are connected to the rain tank and the pump line is connected to the house.

10.10 The Customer will apply for all necessary Local Council, Health Authority other statutory approvals ("approvals") for the installation of the system. The Customer warrants that all necessary documents and forms have been signed and all necessary fees have been paid prior to installation. If all such approvals are not obtained within six weeks from the date of the Agreement, or if any approval is given conditionally, either party may, with reasonable grounds and providing it has complied with its obligations under this condition, rescind this Agreement. In the event of rescission of the Agreement, half of the deposit monies will be refunded to the

Customer and half retained by the Company and thereafter neither party shall have any further claim against the other.

10.11 Once all necessary Approvals have been obtained, the customer must ensure that the area where the Goods are to be installed is free and clear, so that all machinery associated with the installation may enter the site and complete such work unhindered, and in accordance with Workplace Health and Safety legislation. Additional costs arising from any hindrances at the job site (including but not limited to the presence of rock, underground or aboveground obstructions and obstacles affecting access to the property) will be borne by the Customer. Should it be necessary to hire or use cranes or other heavy equipment to facilitate installation, then the Customer agrees to pay for the additional costs incurred.

10.12 All quotations are for “loose” backfill only, unless expressly stated in the Agreement. The Customer acknowledges that some subsidence may occur around installation, even after backfill, due to variations in site conditions. The Customer is responsible for the top up of any depressions. Subsidence and/or ground movement is an event beyond the control of the Supplier/Agent and the Supplier/Agent does not accept responsibility for any damage arising from this occurring.

10.13 Upon advice from the Customer that the site is ready for installation of the Goods, the Agent/Supplier will proceed with the installation in accordance with the plans as approved by the relevant Statutory Authority. If the approved plans are found to be impractical for the purposes of installation, the Agent/Supplier will proceed with the installation in a manner as close to the approved plan as reasonably possible. Any additional requirements as a result of the site’s limited suitability for onsite wastewater treatment will attract additional charges that remain the responsibility of the Owner/Builder.

10.14 If the Customer requests and the Agent/Supplier agree to perform any additional work or to supply any additional materials other than those specified in the quotation, the Customer agrees to sign a Variation Form and to pay for such work or materials on delivery.

10.15 Delivery and/or installation of the Goods shall be subject to weather and site conditions.

10.16 A cost shall apply if the machinery and/or machine operators are stood down or have to leave the job site for any more than four hours due to difficulties with job site, such as rock or unseen obstructions.

10.17 If risers are needed on tanks or pump out chambers, the Customer agrees to pay the extra charges associated with the supply and installation of the risers.

10.18 State and Local Authorities require that all domestic waste treatment systems be maintained during their lifetime by the system’s supplier or a suitably qualified maintenance contractor. It is a condition of the quotation that the Customer enters into a Maintenance Contract covering a period of twelve (12) months from the Commissioning Date of the system. The Maintenance Contract forms part of this Agreement.

10.19 Upon expiration of the Maintenance Contract, the Customer is responsible for continuing the maintenance agreement with a suitable qualified contractor and to pay the annual fees associated with the maintenance of the system.

10.20 In the event of the sale of a property at which a system installed by the Agent/Supplier is located, the Customer agrees to:

- (a) Advise the Agent/Supplier of the change in ownership of the system, and
- (b) Advise the new owner of the statutory requirements as expressed in Clause 10.18 above.
- (c) It is understood that any residual portion of the current Maintenance Contract will be honoured in respect of the new owner.

10.21 The Goods installed are covered by Manufacturer’s Warranties (parts only) from the date of installation including:

- (a) Concrete Tank – 10 - 15 years (depending on manufacturer.)
- (b) Electrical – 1 year
- (c) Pumps – 1 or 2 years, according to manufacturer’s warranty. If for any reason a pump fails to operate within the first twelve (12) months from installation, a replacement pump will be supplied without charge. Labour and additional materials will attract a fee.

10.22 Any fault or default in the system requiring service, parts or materials due to:

- (a) the willful or negligent actions of any person;
- (b) the Customer’s failure to comply with the Agent’s suggestions or recommendations for the Goods;
- (c) the system being required to bear a workload for which it is not Certified or is extraordinary for the size of the dwelling on the site;
- (d) earthquake, fire, flood, storm, lightning or tempest;

- (e) the interference with the Goods by unauthorised persons in any way; or
- (f) the Customer's failure to comply with any of the conditions of this Agreement will result in such service, parts or materials being charged to the Customer. The Customer agrees to accept such charges as their responsibility.

10.23 The Supplier's obligations under warranty expressed in Clause 10.21 above and all maintenance provisions referred to throughout this Agreement are conditional on the full price having been paid for the installation and the provision of the treatment system and a current Maintenance Contract with an authorized the Company service agent. With respect to any particular defect or malfunction of the system, such obligations are also conditional upon the Customer giving notice of such malfunction or defect within 48 hours of the Customer becoming aware of it.

10.24 Unless otherwise noted standard exclusions are as follows:

- (a) Excavation of rock, use of ripper and/or hammer.
- (b) connections (sewer, water and electrical). Note the AWTS must be on its own separate circuit.
- (c) Riser ring(s) if required.
- (d) Importation of soil, mulching, planting etc of the disposal area.
- (e) Removal of excess spoil from excavation(s).
- (f) Fire Ant Control.
- (g) Clear and level access. Installation area to be mown short immediately prior to day of installation. "Clear" access may also refer to obstructions such as vegetation, stockpiled materials, fencing etc.
- (h) Water Table.
- (i) Identification of underground services. Any damage arising from collision with underground services or obstructions is at the Owner's responsibility and expense.

10.25 The standard terms of payment (unless otherwise confirmed by the company in writing) are as follows:

- (a) A deposit of 10% of the full purchase price on placement of order. The Customer will receive a full refund of the deposit if the Agreement is terminated within 5 days. A cancellation fee shall apply to all contracts terminated after 5 days and prior to work commencing. Thereafter and in the event of any default on behalf of the customer, the deposit will be non refundable to the customer. "Deposit".
- (b) Progress payment of an additional 20% of the full purchase price on completion of purchase documents and scheduling of Works. "Progress Payment 1".
- (c) Progress payment of an additional 50% of the full purchase price prior to day of installation. Payment is for materials ordered and/or to be delivered on day of installation. "Progress Payment 2".
- (d) Balance of purchase price payable on the day of installation. "Final Payment".
- (e) A Site Assessment Fee will apply where inspection reveals that the site is unsuitable for onsite wastewater treatment facility or where job does not proceed for any other reason.

10.26 Cheques and money orders are to be made payable to the name on the top of the invoice. Bank details for direct deposit are available on request.

11.WARRANTIES

11.1 Subject to limitations

For the avoidance of doubt, this clause 11 is subject to clause 13.

11.2 General

Each party represents and warrants to each of the other parties that:

- (a) this Agreement constitutes a full and binding legal obligation upon it;
- (b) it has taken all necessary corporate or other action to properly authorise the execution of this Agreement;
- (c) it has full corporate authority or statutory power (as the case may be) and lawful authority, to execute this Agreement and to properly perform its obligations under this Agreement;
- (d) to its knowledge, there are no Claims pending or threatened against it which may have a material effect upon the subject matter of this Agreement.

11.3 Goods

The Company represents and warrants to the Customer that:

- (a) The Company has the right to supply the Goods in accordance with this Agreement and the Goods will be supplied to the Customer free of all Third Party Interests;

- (b) the supply of the Goods to the Customer, and the subsequent use of the Goods by the Customer, will not infringe the Intellectual Property Rights of any third person;
- (c) the Goods will:
 - (i) be of good and merchantable quality and fit for the purpose for which goods of the same or a similar nature as the Goods are commonly supplied; and
 - (ii) not contain any material defects in workmanship or materials, for the period specified in the relevant manufacturer's warranty.

11.4 Warranty Claims

- (a) Except as required by law the Company will not be responsible for any defect in the Goods to the extent that it was caused or contributed to by the negligent or reckless installation, use or repair of the Goods.
- (b) Any advice, recommendation, information, assistance or service ("Customer Information") provided by the Company in relation to the Goods is given in good faith and is believed to be appropriate and reliable, and such Customer Information provided and any statement or representation made by the Company in relation to any Goods supplied is provided or made without liability or responsibility on the part the Company.
- (c) To the fullest extent permitted by law, the Customer releases the Company from and against all liability whatsoever for any injury, loss or damage sustained by the buyer howsoever arising.
- (d) It is the Customer's responsibility to ensure and satisfy itself that the Goods and any method of use or application of the Goods are suitable for that Customer's purposes and the risk of any damage or loss or adverse consequences arising or resulting from the purchase or use of the Goods is voluntarily assumed by the Customer.
- (e) Subject to Clause 5.3(b), The Company warrants to the Customer that, as required by Law, the Company shall in the case of defective goods repair or replace the defective Goods or pay the cost of the replacement or repair of the goods. **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 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.**
- (f) Subject to Clause 5.3(b) the Company warrants the Goods against defects for a period of one year (12 months) from:
 - (i) the date of sale where the goods are supplied only;
 - (ii) The date of installation or commissioning (whichever is earlier) where the Goods are installed by the Company.
- (g) Subject to the Customer complying with Clause 5.3(b) and Clause 11.4(e), and where the Goods are warranted directly by the Manufacturer, in the event that any such Goods are found to have a manufacturing defect, the Company will endeavour to transfer to the Customer the benefits of any warranty given to it by the manufacturer of the products.
- (h) The Customer must cease using the goods when a fault arises and notify the Company that a defect in those products covered has arisen. The Customer must notify the Company as soon as possible on identifying a fault/defect and at least within 24 hours of the fault/defect becoming evident. Notices are to be in the manner required by Clause 15.1.
- (i) The Customer must provide the following information to the Company when notifying of a defect/fault in Goods:
 - (i) A copy of their receipt of sale where the Goods are supplied only;
 - (ii) A copy of their Commissioning Certificate or evidence of installation date where the Goods are installed by the Company;
 - (iii) A brief description of the nature of the defect/fault and the date at which the Customer became aware of the defect/fault (photos may be included to assist description);
 - (iv) A brief statement by the Customer that the Customer has read the Company's Conditions of Sale and agrees to be bound by them in full. The Company draws the Customer's attention to this Clause 11 and particularly Clause 11.4 and its subclauses.
 - (v) The Customer's full contact details including postal address, mobile, email and landline contacts.

- (j) Subject to the product type and nature of the defect the Company will advise the Customer on the need for mitigating action to reduce further damage to the Goods until such time that the Goods are inspected and rectification occurs. The Customer agrees to comply with this advice.
- (k) Subject to the product type and nature of the defect the Company will advise the Customer on the need for an onsite warranty inspection. The Customer accepts liability for the cost of this onsite inspection and agrees to prepayment of the inspection fee of \$150 incl GST. The Company will refund this fee in full to the Customer on approval of warranty claim.
- (l) The Customer accepts liability for all freight costs incurred in the return of products including warranty repair or replacement of faulty goods without exception.
- (m) The Company shall not be liable to the Customer for defective Goods if the defect arises because the Customer has:
 - (i) Repaired or altered the Goods without written consent of the Company authorised officers or
 - (ii) Subjected the Goods to conditions outside the manufacturer's stated instructions on storage, usage, installation, use or maintenance.
- (i) All Goods supplied are warranted by the direct manufacturer of the Goods – the Customer will be directed to seek warranty through the appropriate manufacturer of the Goods.
- (j) The Company shall not in any circumstances be liable to the purchaser or to any other person for any indirect, special or consequential loss or damage of any nature whatsoever.
- (k) All warranties which would be implied into these Terms by statute are negated except to the extent that such negation is specifically forbidden by statute.
- (l) All other guarantees, conditions, warranties, undertaking or representations express or implied are hereby expressly excluded (except those which by law cannot be excluded, restricted or modified).

12. INDEMNITIES

12.1 Subject to limitations

For the avoidance of doubt, this clause 12 is subject to clause 13.

12.2 Indemnity

- (a) The Customer agrees to indemnify the Company for the soil/percolation test where this is undertaken by a third party regardless of who engaged the third party (i.e. either the Customer or the Company).
- (b) The Customer agrees to indemnify the Company against the design:
 - (i) where the design was undertaken directly by the Company but the soil/percolation test was undertaken by a third party regardless of who engaged the third party (i.e. either the Customer or the Company) and the fault can be attributed to the soil/percolation test; and/or
 - (ii) where the design was undertaken by a third party regardless of who engaged the third party (i.e. the Customer or the Company).
- (c) The Customer agrees to indemnify the Company for the operational outcome of the treatment plant and effluent disposal area in regard to its suitability, effectiveness, reliability and statutory compliance.

12.3 Intellectual Property Rights

- (a) The Customer warrants that any design or instruction furnished to the Company will not be such as will cause the Company to infringe any patent, registered design or trademark in the execution of the Customer's order.
- (b) The Customer agrees to indemnify the Company against any infringement or unauthorised use of patents, trademarks, designs or copyrights arising out of the manufacture and use of the Goods.
- (c) It is specifically agreed that the sale and the purchase of the Goods does not confer on the Customer any license or rights under any patents, trademarks, designs or copyrights the property of the company or its related entities.

13. LIMITATION OF LIABILITY

13.1 Liability

(a) The Customer acknowledges that the Company shall only be liable for the workmanship of the installation of the wastewater treatment plant and disposal field, where that work was undertaken directly by the Company, and agrees that the Company shall not be liable for the design, operation, fitness for purpose of the treatment plant and disposal field.

13.2 Consequential loss.

(a) The Company liability for any Claim or Loss in connection with this Agreement will extend only to the direct cost of the loss, and will not extend to any indirect or consequential loss relating to, but not limited to:

- (i) Electrical connections, removal of excess spoil from excavations and identification of underground services;
- (ii) Collision with underground services or obstructions;
- (iii) The Customer or their agent's voluntary assistance to transport and/or locate the Goods supplied and/or delivered by the Company to the Customer.

(b) The Customer acknowledges that the limitation of liability will extend to include the Company's site assessment of the Customer's site, any design of effluent disposal areas, the installation, repair, service of any wastewater treatment plants and/or effluent disposal areas.

13.3 Duty to mitigate. Each party must take all reasonable steps to mitigate the effect on that party of any Claim or Loss for which another party may be liable under this Agreement.

14. DISPUTES

14.1 In the event that there is an unresolved dispute between the parties in connection with this Agreement, each of the disputing parties must promptly nominate a senior representative and those representatives must promptly commence good faith discussions in an attempt to resolve the dispute without resorting to formal proceedings.

14.2 No party may commence formal proceedings until at least 10 Business Days after the commencement of discussions under clause 14.1 except to:

- (i) seek urgent interlocutory relief;
- (ii) avoid the expiration of any applicable statutory limitation period; or
- (iii) preserve a priority in relation to other creditors.
- (iv) Pending the resolution of a dispute in accordance with this clause 14, the parties must continue to perform their obligations under this Agreement to the extent that those obligations are not the subject of the dispute and it is reasonably practicable to do so.

15. GENERAL PROVISIONS

15.1 Notices

(a) All notices given or served under this Agreement must be in legible writing, in English and sent to the recipient at the address or facsimile number set out below, or the address on the tax invoice or such other address or facsimile number specified by the recipient from time to time:

Supplier	COMPANY
Address:	PO Box 2009, Hervey Bay QLD 4655
Facsimile:	07 4128 8171
Email:	info@cwws.com.au
Attention:	

Customer

Address:

Facsimile:

Email:

Attention:

15.2 Disclaimer

- (a) Specification and particulars in relation to products referred to in the Company brochures, marketing materials or website are subject to change without notice. The Company will not be held liable for any errors or omissions.
- (b) Where goods are ordered by way of general description or by sample the goods will be manufactured and/or delivered by the Company so they correspond to the general description or sample but the Customer acknowledges that there may be minor changes in the manufacture of goods from time to time to allow for variations in raw materials and/or as a result of any request from the Customer or by any person having the apparent authority of the Customer to make such a request.
- (c) Any warranty as to the suitability or fitness for purpose of any goods and services is expressly excluded.
- (d) Any intellectual property or innovation design or method of manufacture in or of such goods will be and remains the property of the Company and must not be interfered with or used without the Company's prior written consent.
- (e) Where the goods are manufactured and/or delivered to the Customer's specifications:
 - (i) the goods will be manufactured and/or delivered in accordance with such specifications
 - (ii) the Company will not have responsibility for the adequacy or suitability of the design and any warranty as to suitability or fitness for purpose of such goods is expressly excluded.
 - (iii) the Customer must ensure that goods manufactured to the Customer's specification do not breach or infringe the intellectual property of any third party, and the Customer must indemnify and keep the Company indemnified against any claim arising out of such breach or infringement.
- (f) For goods supplied to the Customer who is undertaking the installation of those goods, the Customer agrees to indemnify the Company against any liability the Company may incur as a result of failure of the Customer to follow good and proper practices, or due to a lack of ability, expertise or skill in handling the particular type of goods being installed.
- (g) Pre-purchase inspections of waste water treatment systems and/or effluent disposal areas: No liability shall be accepted by Coastal Wastewater Specialists, or any of its agents or assigns, on account of any failure of this Report to notify YOU (the prospective purchaser) in respect to any issues in any area(s) of the treatment plant and disposal area, which may prove inaccessible at the time of inspection. You to hold Coastal Wastewater Specialists harmless in the case of any claim for damages by the seller in the case of a failed sale that is a consequence as a result of this report.
 1. While Coastal Wastewater Specialists will use its best skill, care and attention when preparing this report it offers no warranty in respect to its contents. This report will be limited to the following:
 - i. A visual inspection of those areas of the treatment plant that are accessible ie. the inlet of the primary tank to the outlet of the disposal chamber, including the disinfection unit (if any) and the disposal area;
 - ii. Identification of the type of treatment plant (where possible) and disposal method (where possible);
 - iii. A general overview in relation to the condition of the plant; and
 - iv. Recommendations for repairs/improvements that may be required as a result of the visual inspection carried out by Coastal Wastewater Specialists.
 2. This report will not cover extend to any further inspection of any other plumbing or drainage areas at the subject property, and Coastal Wastewater Specialists accepts no liability in respect to any representations made in regards to these areas.
 3. Further, no liability shall be accepted by the Inspectors in relation to the future decisions made by the prospective buyer in reliance on the content in this report.

4. This report is produced by Coastal Wastewater Specialists solely for the use and benefit of you as the prospective purchaser. Any third party who chooses to act or rely on this report, does so at their own risk. No liability will be accepted by Coastal Wastewater Specialists to any third party who relies on the report.

15.3 Invalid or unenforceable

If a provision of this Agreement is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) it does not affect the validity or enforceability of:
 - (i) that provision in another jurisdiction; or
 - (ii) the remaining provisions of this Agreement.

15.4 Waiver and exercise of rights

- (a) A waiver of a provision or of a right arising under this Agreement may only be given in writing by the party granting the waiver.
- (b) A waiver is effective only in the specific instance and for the specific purpose for which it is given.
- (c) A single or partial exercise of a right by a party does not preclude another or further exercise or attempted exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

15.5 Further assurances

Each party must, at its own expense, whenever requested by another party, promptly do or cause to be done everything reasonably necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.

15.6 Entire agreement

This Agreement and any other documents referred to in this Agreement or executed in connection with this Agreement, including the privacy policy and MPAQ contract where appropriate, contain the whole of the understanding between the Company and the Customer and supersede any prior representations, negotiations, arrangements, understandings or agreements and all other communications made by the company relating to the subject matter of this Agreement and/or relating to manufacture or supply of the goods and services or any part thereof including but without limiting the foregoing those relating to performance of the goods or any part of thereof or the results that ought to be expected from using the goods and services. Where there is any conflict between the terms in any of the documents these standard conditions shall prevail except as required by legislative requirements.

15.7 Time

Time is of the essence in this Agreement.

15.8 Governing law and jurisdiction

This Agreement is governed by the laws of Queensland, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that State.

15.9 Termination and Suspension

If the Company is not satisfied in its absolute discretion as to the Customers' ability to pay for the goods and/or services ordered or proposed to be ordered, the Company may suspend or terminate supply and shall not be liable in any way for any claim, damage, expense or cost arising there from and all monies then outstanding by the Customer shall immediately become due and payable.

15.10 Privacy Policy (Short Version)

1. You consent to us conducting a credit assessment of you and to using any information we have to establish your creditworthiness.
2. Where relevant we will comply with the provisions of the Privacy Act 1988 (Cth) and Regulatory Requirements. This means if you have applied for consumer or commercial credit, then to establish your creditworthiness we may need to disclose personal information to a credit reporting agency to obtain a consumer credit report about you. This may also involve the credit reporting agency creating or maintaining a credit information file containing information about you.
3. The type of information we may disclose is limited to:
 - (a) your identity particulars;
 - (b) the fact that you are entering a Contract with us;

- (c) any payments overdue for more than 60 days and for which we have taken steps to recover;
- (d) information that you have defaulted under this Contract or are no longer in default;
- (e) information that in our opinion you have committed a serious credit infringement; and
- (f) dishonoured payments – if cheques or payments by you for more than \$100 have been dishonoured more than twice.

4. Subject to what is permitted by law, the types of third parties we may disclose your personal information to include, where relevant:

- (a) credit reporting agencies;
- (b) our agents, contractors and external advisers whom we engage from time to time to carry out, or advise on, our functions and activities;
- (c) your agents and contractors, including your finance broker, builder and settlement agent and your legal or financial adviser;
- (d) your executor, administrator, trustee, guardian or attorney;
- (e) our referees;
- (f) regulatory bodies, government agencies, law enforcement bodies and courts;
- (g) any person or organisation who introduces you to us;
- (h) other organisations with whom we have alliances or arrangements for the purpose of promoting our respective products and services;
- (i) any agents used by us and our business partners in administering such an arrangement or alliance;
- (j) debt collecting agencies;
- (k) other financial institutions;
- (l) external payment systems operators;
- (m) your and our insurers or prospective insurers and their underwriters;
- (n) any person to the extent necessary, in our view in order to carry out any instruction you give to the by us;
- (o) other organisations (including our related bodies corporate) and their agents for the marketing of specific products and services (unless you tell us not to.)

5. This information may be given before, during or after the provision of credit to you.

6. If you are taking supply, or have agreed to take a supply of products from us you agree we may obtain from or give to related companies a report about your creditworthiness for the purposes of product supply.

7. Full version available on request.

15.11 Special terms Relating to sale and/or delivery and/or installation of wastewater treatment systems, water treatment systems and any other application utilizing UV disinfection and/or filtration and/or other methods of pathogen/contaminant reduction and/or control.

- (a) The Company will not be liable for any loss or damage which directly or indirectly occurs where the Customer fails or neglects to communicate to the Company any particular requirements or specifications relating to any of this class of products.
- (b) The Terms and Conditions contained in or endorsed on any quotation and /or estimation for the supply of goods or services by the Company are specifically incorporated into any agreement for such supply and the special attention of the Customer is drawn to any provisions of such quotation (as apply) which relates to:-
 - (i) the description of the goods and services to be manufactured
 - (ii) the delivery of such goods or services and in particular the allowances made in the price in respect of delivery and matters and things for which surcharges or additional charges will be claimed by the Company, including without limitation any arising from variation of any kind;
 - (iii) the installation of such goods or services and in particular the matters and things allowed for in the price in respect of installation and matter and things for which surcharges or additional charges will be claimed by the Company, including without limitation any arising from variation of any kind;
 - (iv) technical matters, procedures and specifications for the manufacture, delivery and installation of any goods as contracted to be manufactured, delivered and installed as is the case by the Company.

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.