

TERMS AND CONDITIONS OF SUPPLY – Filterfab Pty Ltd (Supplier)

1. Unless otherwise agreed in writing by the Supplier, the Buyer agrees that it will be bound by these terms and conditions if the Buyer places an order with the Supplier and it is accepted by the Supplier. The Supplier is not bound by any terms and conditions contained in any document issued by the Buyer.

Orders, Quotations and Price

2. Quotations made by the Supplier are not an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, at its discretion, any offer to purchase received by it. Once an order has been accepted by the Supplier, it cannot be cancelled by the Buyer. The supply of goods or services is subject to availability. The Supplier reserves the right to suspend or discontinue the supply of goods or services to the Buyer. If the Supplier is unable to supply all of the Buyer's order, these terms and conditions continue to apply to any part of the order supplied.

3. Where a written quotation has been given by the Supplier, the selling price is the price specified in the quotation. In any other case, the Supplier's selling price is the price specified in the price list as at the date of despatch. Unless otherwise stated, the selling price does not include GST. The Supplier may at any time change its price list to reflect, among other things, changes in exchange rates or the imposition of any duties, levies or other taxes and the Buyer is bound by those changes. The Buyer must accept any corrections to errors or omissions in invoicing and, where applicable, the Buyer must accept the amended pricing and pay the difference within the approved terms of trade.

Delivery

4. Unless otherwise agreed in writing by the Supplier, delivery is at the Supplier's premises. All freight from the Supplier's premises to the Buyer is at the Buyer's expense. If the Supplier arranges the carriage of the goods for delivery to the Buyer, the Supplier will be deemed to contract as agent for the Buyer, and the Buyer will bear all risks with respect to the goods during carriage and will likewise be responsible for effecting any insurance of the goods during carriage. The Supplier may charge a reasonable handling fee for all orders delivered to the Buyer. The Buyer indemnifies the Supplier for the cost of all transport arranged by the Supplier on the Buyer's behalf.

5. If a delivery date is specified, that date is an estimate only and the Supplier is not liable for any delay in delivery. Time is not of the essence in relation to delivery and the Buyer must accept delivery and pay for the goods delivered, including transport costs if applicable, even if they are delivered after any specified delivery date.

Inspection, Acceptance and Returns

6. The Buyer must inspect the goods or services immediately following delivery or completion of the services (as the case may be). The Buyer may only return goods with the prior approval of the Supplier. A reasonable handling fee for any returned goods may be charged to the Buyer. Any claim that the goods or services are not in accordance with these terms and conditions (including if they are defective, damaged during delivery, are short delivered or services not as per contract) must be made at the time of delivery of the goods or provision of the services, or in writing to the Supplier within 48 hours after delivery of the goods/completion of the services to the Buyer. If the Buyer fails to make a claim then, to the extent permitted by law, the goods or services are deemed to have been accepted by the Buyer and the Buyer must pay for the goods or services in accordance with these terms and conditions.

Payment

7. Unless otherwise agreed, if the Buyer has an approved credit account with the Supplier, the Buyer must pay for goods or services ordered by the Buyer within 30 days from the date of invoicing, or earlier if the credit limit is exceeded. Where the Buyer does not have a credit account with the Supplier, all goods and services and any administrative charge under this clause are to be paid for at or before the time of delivery. Time is of the essence in respect of the Buyer's obligation to make payment for goods or services supplied by the Supplier to the Buyer.

8. If the Buyer does not make any payment by the due date, exceeds its credit limit at any time, commits any other material breach of these terms and conditions, or an insolvency event in respect of the Buyer arises or is reasonably suspected by the Supplier, the Supplier may (without limiting any other right or claim it may have against the Buyer) do any or all of the following:

- (a) vary or withdraw any approved credit limit and/or terms of trade including cancelling any rebate, discount or allowance due or payable by the Supplier as at the date of the event;
- (b) cancel or suspend any unfilled orders or cease providing the services;
- (c) terminate any contracts between the Supplier and the Buyer and demand immediate payment of any moneys due and outstanding under those contracts;
- (d) enter (at any time) any premises in which the Supplier's goods (including any merchandising materials) are stored, to enable the Supplier to inspect the goods and to reclaim possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Buyer whatsoever; or
- (e) institute any recovery process as the Supplier in its discretion decides, at the Buyer's cost and expense on a full indemnity basis.

9. The Buyer acknowledges and agrees that all payments will be applied by the Supplier as follows:

- (a) firstly, in payment of any and all collection costs and legal costs in accordance with clause 8;
- (b) secondly, in payment of any interest and administration fee incurred in accordance with clause 8
- (c) thirdly, in payment of the outstanding invoice(s).

10. If any part of an invoice is in dispute, the balance will remain payable and must be paid when due. The Buyer has no right to set-off any claim against the Supplier from moneys owing to the Supplier.

- (a) each invoice issued by the Supplier gives rise to a separate contract.

Risk and Title

12. Goods supplied by the Supplier to the Buyer are at the Buyer's risk immediately on the earlier of:

- (a) delivery to the Buyer or;
- (b) into the Buyer's custody, including its carrier or forwarder.
- (c) The Buyer must insure the goods at their cost from delivery of the goods until they are paid for in full against such risks as are usual or common to insure against in a business of a similar nature to the Buyer.

13. Property in the goods supplied by the Supplier to the Buyer does not pass to the Buyer until all goods have been paid for in full. In the meantime, the Buyer takes custody of the goods and retains them only as fiduciary agent and bailee of the Supplier. Until all goods have been paid for in full:

a) to the extent possible, the Buyer must store the goods in a manner that shows clearly they are the property of the Supplier, maintain records relating to the goods, secure the goods from risk, damage and theft and ensure that the goods are kept in good and serviceable condition;

Limitation of Liability

14. To the extent permitted by law, these terms and conditions exclude all other conditions, guarantees, warranties, liabilities or representations in relation to the goods and/or services. Where legislation implies in these terms and conditions any condition or warranty that cannot be excluded or modified, to the extent permitted by law the liability of the Supplier for a breach of any such condition or warranty is limited at the Supplier's option to any one or more of the following:

(a) In the case of goods:

(i) replacement of the goods or the supply of equivalent goods;

(ii) payment of the cost of replacing the goods or of acquiring equivalent goods, by credit to the Buyer's account, in cash or by cheque at the Supplier's discretion;

(iii) repairing the goods or payment of the cost of repairing the goods by credit to the Buyer's account, in cash or by cheque at the Supplier's discretion; or

(iv) repayment of any part of the purchase price of the goods which has been paid by the Buyer, by credit to the Buyer's account, in cash or by cheque at the Supplier's discretion.

(b) In the case of advice, recommendations, information or services, by supplying the advice, recommendations, information or services again.

15. Subject to clause 14, the Supplier is not liable for any loss or damage of any kind whatsoever and howsoever arising out of or in connection with the supply of goods and services, including (without limitation) any indirect or consequential loss (including without limitation loss of profit, loss of revenue, loss of contract, loss of goodwill or increased cost of workings), arising out of or in connection with the supply of goods or services, even if due to the negligence of the Supplier or any of its employees or agents.