

# TERMS AND CONDITIONS OF SALE

## ALLFLOW SUPPLY COMPANY PTY LTD

1. **Definitions**

"We" means AllFlow Supply Company Pty Ltd.

"You" means the person/persons or Company who contracts with us for the purchase of goods or services.

"Principals" shall mean Directors (in the case of a Corporation) and Partners (in the case of a Partnership) and Trustees (in the case of a Trust).

2. **General Terms and Conditions**

These General Terms of Trade shall apply to all transactions between us unless and to the extent that they are inconsistent with and/or overridden by special terms and conditions or terms and conditions set out in any document issued by us in respect of a transaction.

3. **Quotations and Tenders**

Unless withdrawn by us, quotations and/or tenders are valid for a term of 30 days from the date thereof.

4. **Taxes**

All Australian prices quoted are excluding GST.

5. **Price**

Prices referred to in our price list are recommended prices only. We may depart from those prices. Those prices are subject to change without prior notice.

6. **Terms of payment**

- (a) For sales within Australia payment must be made within 30 days from the date of invoice;
- (b) For export sales we require an irrevocable letter of credit in our favour;
- (c) If your cheque is stopped or dishonoured you must pay us in addition to the amount owing on the cheque, draft or order, liquidated damages of \$100.00 on account of the cost and inconvenience and expense of the dishonour or stoppage. This shall be in addition to our rights to interest and costs;
- (d) If you are in breach of these terms or payment you must pay us:-
  - (i) Interest calculated on daily balances in respect of the unpaid amount at that rate of interest which our bank charges on overdrafts in excess of \$100,000.00;
  - (ii) The costs and expenses incurred by us in respect of legal fees, commercial collection or agents fees.

7. **Lien**

We shall have a lien on all goods of yours in our possession pending payment to us of all sums payable by you.

8. **Deliveries**

- (a) While we shall make all reasonable efforts to deliver goods to you within agreed timeframes, we shall not be liable for any loss or consequential loss by virtue of non-delivery or late delivery;
- (b) Deliveries within Australia will be ex works FOT, unless you have a written national agreement with us;
- (c) All export deliveries will be FOT Australia.

9. **Risk**

Goods shall be at your risk from the time we ship.

10. **Return of Stock**

- (a) If we buy in goods especially for you, those goods are not returnable unless they are faulty;
- (b) If you return goods for credit or exchange:-
  - (i) You must pay the freight both for the return of the goods and any goods given in exchange;
  - (ii) You must pay a restocking charge of 30% of the invoice value of returned goods.

11. **Title of Goods**

- (a) All goods will remain our property until you pay for them;
- (b) You irrevocably permit us or any person authorized by us, upon our giving you reasonable notice to enter premises where the goods are reasonably believed by us to be held. You indemnify us and hold us harmless for our reasonable costs of removal, enforcement and legal action in respect of the removal of goods;
- (c) This clause is for our benefit and may be exercised by us in our sole discretion;
- (d) Upon entering your premises we need not recover any goods which are not in their original packing or are considered by us to be unsealable.

12. **Warranty**

We or our principals will repair or replace any material or part found to be defective within a period of 12 months from the date of delivery provided that the material or part has been installed and used in accordance with our or the manufacturer's instructions. You shall bear the costs of labour, freight and any consequential costs.

13. **Liability**

We shall not be liable for any advice, recommendation, information, assistance or service provided by us in relation to goods sold or manufactured. You should rely on your own independent enquiries in relation to any such matters.

14. **Guarantee**

- (a) Principals must sign a guarantee which shall guarantee the performance of your obligations;
- (b) If all Principals do not sign a guarantee then we are at liberty to terminate our agreement with you;
- (c) All Guarantors shall be jointly and severally liable for performance of all the terms, covenants, and conditions of this Agreement.

15. **Privacy Act and Credit Information**

You and the Guarantor jointly and severally acknowledge and agree that we are authorised to make approaches to a credit reporting agency throughout the term of the Agreement to obtain a report about the creditworthiness of either the Buyer or the Guarantor or both.

You and the Guarantor jointly and severally authorise us to engage in the exchange of information with a credit reporting agency or with other such parties as are necessary to give effect to the contract and to the ongoing relationship between the parties hereto.

You and the Guarantor jointly and severally acknowledge that the information referred to in the previous paragraph may include information about the creditworthiness, credit standing, credit history, credit capacity, and credit providers of either the Buyer or the Guarantor or both.

You and the Guarantor jointly and severally acknowledge that we will make such approach as referred to herein as permitted by the various provisions under the Privacy Act 1988 (Cth) including, but not limited to, sections 18E (8)(c) and 18K(1)(h). It is understood and agreed between us that any credit information received shall remain confidential.

16. **Unenforceable Terms**

Any provision in this Agreement that is prohibited or unenforceable under any applicable law or any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Agreement. To the full extent that the provisions of such applicable law may be waived, both of us hereby waive them to the fullest extent possible so that this Agreement is still valid and binding and is enforceable in accordance with its remaining terms.