

GENERAL TERMS AND CONDITIONS OF SALE

ALL QUOTATIONS AND CONTRACTS ARE SUBJECT TO THE FOLLOWING CONDITIONS

1. SELLER means ALL PUMP SALES & SERVICE and BUYER means the Buyer whose order for purchase of goods is accepted by Seller.

2. ACCEPTANCE OF BUYER'S ORDER:

These terms and conditions ("Terms") shall apply to every sales contract and sale of goods between Seller and Buyer. Any terms and conditions of Buyer's order deviating from or inconsistent with these Terms are expressly rejected by Seller. This rejection also extends to any statement by Buyer that Buyer's terms and conditions shall prevail and to any stipulation by Buyer as to the manner of declaring such rejection. A contract shall only be or be deemed to have been entered into between Seller and Buyer for the supply of goods when, upon an order having been placed upon Seller for goods, that order has been accepted by Seller. Such acceptance of order may be made and communicated by Seller in writing or by overt act of acceptance. The provisions of this Clause shall apply to every quotation or offer made by Seller for the supply of goods.

3. PRICES:

Quotations are to be treated as estimates only and are subject to withdrawal, correction or alteration at any time before acceptance of Buyer's order by Seller. Prices are ex Seller's warehouse unless otherwise agreed in writing.

4. GOOD AND SERVICES TAX:

(a) in this cause "GST" refers to good and services tax under the New Tax System (Goods and Services Tax) Act 1999 (the "GST Act").

(b) Consideration expressed for any supply pursuant to these Terms is exclusive of the Seller's liability for GST.

(c) On sale:

i) The Buyer will pay to the Seller, in addition to the total purchase price, the amount payable by the Seller as GST on the taxable supply made by the Seller under these Terms.

ii) The Seller shall deliver to the Buyer a tax invoice for the supply in a form which complies with the GST Act and regulations.

5. INSURANCE:

Until payment has been made for the goods, the Buyer will insure the goods against all usual risks. Any insurance claims in respect of damage or destruction to the goods is hereby assigned by the Buyer to the Seller. The Buyer will indemnify the Seller against all loss or damage to or caused by the goods however arising.

6. PAYMENT:

One third (33%) deposit to accompany official order with further progress payments as requested and balance on delivery or on advice from us that completed goods are ready for delivery. If Seller extends credit to Buyer, payment for all goods sold will be within thirty (30) days from the end of the month in which the relevant delivery was made. Interest shall be payable by Buyer on all amounts overdue to Seller at the rate of two (2) per centum per month.

7. CONFIRMATION ORDERS:

Confirmation orders must be marked as such by Buyer, absent which marking, Seller will consider Buyer's order as original.

8. CANCELLATION:

Orders accepted by Seller cannot be countermanded or delivery deferred or, other than arising out of a breach of any warranty or consumer guarantee claim, goods returned, except with the written consent of Seller and upon terms that reimburse and indemnify Seller against all loss including cartage, bank charges and other incidental expenses on any part of the order that is cancelled. Where Seller agrees to accept goods for return a re-stocking charge of 20% of the price of goods returned will be made.

9. ACCEPTANCE AND CLAIMS:

Acceptance of the goods delivered shall be deemed for all purposes to have taken place at the expiration of seven (7) days from the date of each delivery.

10. DELIVERY:

(a) Delivery will be effected approximately 8-11 weeks from acceptance of an order, subject to confirmation or alteration if and when offered order is accepted by us.

(b) If the delivery of the goods by Seller is delayed for a cause other than its own negligence the Buyer shall be liable for extra charges, losses or expenses incurred by Seller and the Buyer shall not be entitled to cancel this contract by reason thereof.

11. SPECIAL ORDERS:

Unless otherwise agreed, Buyer will place order in writing for non-stock items on Seller. Where non stock items are authorised for return, Seller may deduct transport handling and restocking charges of 20% of the price of the goods from the credit due to the Buyer.

12. RISK AND PROPERTY:

(a) Property in and title to the goods will not pass to the Buyer until all amounts owing to the Seller, pursuant to any contract between the Seller and the Buyer, have been paid in full.

(b) Unless and until property in and title to the goods has passed to the Buyer or the goods have been sold by the Buyer in the ordinary course of the Buyer's business:

(i) The Buyer holds the goods as bailee for the Seller;

(ii) The goods are always at the risk of the Buyer.

(c) The Buyer is deemed to be in default under its contract with the Seller immediately upon the happening of any of the following events:

(i) if any payment to the Seller is not made promptly before the due date for payment;

(ii) if the Buyer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Buyer payable to the Seller is dishonoured.

(d) In the event of a default by the Buyer, then without prejudice to any other rights that the Seller may have at law or under this contract:

(i) Seller or its agents may without notice to the Buyer enter the Buyer's premises or other premises where the Buyer has located the goods and the Buyer agrees to indemnify and keep indemnified Seller from any claim whatsoever by any third party person or company in possession arising out of any action required by Seller to recover such goods;

(ii) Seller may recover and resell the goods.

(e) If the goods cannot be distinguished from similar goods which the Buyer has or claims to have paid for in full, Seller may in its absolute discretion seize all goods matching the description of the goods and hold same for a reasonable period so that the respective claims of Seller and the Buyer may be ascertained. Seller must promptly return to the Buyer any goods the property of the Buyer and Seller is in no way liable or responsible for any loss or damage to the goods or for any loss, damage or destruction to the Buyer's business howsoever arising from the seizure of the goods.

(f) In the event that the Buyer uses the goods in some manufacturing or construction process of its own or some third party, then the Buyer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the goods in trust for Seller. Such part will be an amount equal in dollar terms to the amount owing by the Buyer to the Seller at the time of the receipt of such proceeds. The Buyer will pay Seller such funds held in trust upon the demand of Seller.

(g) Until payment has been made for the goods, the Buyer will insure the goods against all usual risks. Any insurance claims in respect of damage or destruction to the goods is hereby assigned by the Buyer to the Seller. The Buyer will indemnify the Seller against all loss or damage to or caused by the goods however arising.

(h) Risk in the goods will pass to the Buyer upon delivery to the Buyer or, where the Buyer arranges collection of the goods, upon their being made available for collection by the Seller. The Buyer shall provide all necessary assistance in unloading the goods at the nominated place of delivery.

(i) reinstate the Security Agreement under section 143.

13. PERSONAL PROPERTY SECURITIES ACT 2009 ("PPSA")

(a) Defined terms in this clause have the same meaning as given to them in the PPSA.

(b) The Seller and the Buyer acknowledge that these Terms constitute a Security Agreement and give rise to a Purchase Money Security Interest ("PMSI") in favour of the Seller over the goods supplied or to be supplied to the Buyer as Grantor pursuant to the Terms.

© The goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other goods" acquired by the Buyer pursuant to these Terms.

(d) The Seller and the Buyer acknowledge that the Seller, as Secured Party, is entitled to register its interest in the goods supplied or to be supplied to the Buyer as Grantor under the Terms on the PPSA Register as Collateral.

(e) To the extent permissible at law, the Buyer:

(i) Waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Buyer, as Grantor, to the Seller.

(ii) agrees to indemnify the Seller on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;

- (A) Registration or amendment or discharge of any Financing Statement registered by or on behalf of the Seller; and
- (B) Enforcement or attempted enforcement of any Security Interest granted to the Seller by the Buyer.
- (iii) Agrees that nothing in sections 130 to 143 of the PPSA will apply to the Terms or the Security under the Terms;
- (iv) Agrees to waive its right to do any of the following under the PPSA:
 - (A) Receive notice of removal of an Accession under section 95;
 - (B) Receive notice of an intention to seize Collateral under section 123;
 - (C) Object to the purchase of the Collateral by the Secured Party under section 129;
 - (D) Receive notice of disposal of Collateral under section 130;
 - (E) Receive a Statement of Account if there is no disposal under section 132(4);
 - (F) Receive a Statement of Account under section 132(3) (d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.
 - (G) Receive notice of retention of Collateral under section 135;
 - (H) Redeem the Collateral under section 142; and

14. DELIVERY TIME:

Seller may deliver the goods by installments or partial shipments and Buyer will accept each deliver. Requirements of Buyer shall not be condition or of the essence of the contract. Seller shall be under no liability for direct or consequential loss or damage to Buyer arising from delay or postponement in delivery.

15. WARRANTY:

- (a) Goods sold shall only have the benefit of a manufacturer's warranty if the purchaser has complied with the manufacturer's instructions in relation to maintenance and operation of the said goods,
- (b) Seller's liability in respect of a breach of a consumer guarantee for any goods not of a kind ordinarily acquired for personal, domestic or household use is limited to, to the extent permissible by law and at Seller's option in relation to the goods:
 - (i) The replacement of the goods or the supply of equivalent goods;
 - (ii) The repair of the goods;
 - (iii) The payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) The payment of the cost of having the goods repaired.
- c) Seller excludes to the full extent permitted by law to which it is entitled to do so by law, any or all other warranties whether implied or otherwise, not set out in these Terms and Seller is not liable in contract, tort (including without limitation, negligence or breach of statutory duty) or otherwise to compensate the Buyer for:
 - (i) Any increased costs or expenses;
 - (ii) Any loss of profit, revenue, business, contracts or anticipated savings;
 - (iii) Any loss or expense resulting from a claim by a third party;
 - (iv) Any special, indirect or consequential loss or damage of any nature whatsoever caused by Seller's failure to complete or delay in completing any of its obligations set out in these Terms;
 - (v) defects or damages caused in whole or in part by misuse, abuse, neglect, electrical or other overload, non-suitable lubricant, improper installation repair or alteration (other than by Seller) or accident;
 - (vi) Any transport installation removal labour or other costs;
 - (vii) Defects in goods not manufactured by it but Seller will endeavor to pass on to the Buyer the benefit of any claim made by Seller and accepted by the manufacturer of such goods under a warranty given by the manufacturer of such goods provided that nothing contained in this subparagraph shall limit the Buyer's rights under law;
 - (viii) technical advice or assistance given or rendered by it to the Buyer or not in connection with the manufacture construction or supply of goods for or to the Buyer provided always that Seller has rendered such services with due care and skill and that any material supplied in connection with those services are reasonably fit for the purpose for which they are supplied.
- d) The exemption, limitations, terms and conditions in these Terms apply whether or not the loss or damage is caused by negligence or actions constituting fundamental breach of contract.

16. NO IMPLIED SERVICE:

The Buyer acknowledges that except as provided by law this agreement does not entitle the Buyer to demand to receive from us any site inspection or service of the goods supplied, delivered and/or installed, such work to be the subject of a separate agreement if applicable. Absent such separate agreement, and to the extent permissible at law, the Buyer acknowledges that in the event of the goods supplied requiring to be serviced or inspected due to breakdown or otherwise, then the Buyer shall rely solely on any benefit in respect of same provided by the manufacturer.

17. AGREED USE:

The Buyer acknowledges that the matters set out in the schedule hereto are a true description of the purpose for which the goods purchased are to be applied in respect of work required to be performed by such goods and that the Buyer may to forfeit any rights if any it may have against the Seller arising out of the supply of the subject goods if they are applied to any other use. The Buyer forfeits any right of claim against the Seller if any alteration to the goods is carried out without the Seller's written consent. The Buyer further acknowledges sole responsibility for any damage or injury to property or persons caused by using the sold goods to pump or transfer hazardous or toxic fluids or substances.

18. REPAIRS:

Goods returned by Buyer to Seller for repair must be returned at the Seller's cost and remain at the Buyer's risk

19. VARIATION BY BUYER:

Should there be any variation in details, sizes and quantities, delivery instructions or any other item or matter on which the quotation or invoice is based Seller reserves the right to revise and amend the contract price accordingly.

20. COUNCIL APPROVAL:

Our quotation makes allowances for building or development application or fees to Council or relevant approvals for installation and use of goods as may be required by Council or Government Codes. Responsibility to obtain such approvals rests solely with the Buyer.

21. CLERICAL ERRORS:

Clerical errors in computations, typing or otherwise of catalogue, quotation, acceptance offer, invoice, delivery docket, credit note, specifications of Seller shall be subject to correction.

22. MODIFICATIONS:

All modifications and amendments to these Terms shall be in writing and if otherwise shall not be binding upon Seller. If any of the provisions of this Contract are unlawful or invalid by reason of any applicable statute or rule of law, then such provision shall be severed from the rest of this contract which shall remain valid and binding on the parties.