

PEARL FILTRATION PTY LTD

STANDARD TERMS & CONDITIONS OF TRADE

1. Definitions

- 1.1** “Seller” shall mean Pearl Filtration Pty Ltd (ABN: 19 078 779 754).
- 1.2** “Buyer” shall mean the persons or organisation that buys or has agreed to buy the Goods.
- 1.3** “Goods” shall mean Goods supplied by the Seller to the Buyer (and where context permits shall include any supply of Services).
- 1.4** “Services” shall mean any Services supplied by the Seller to the Buyer and includes any advice or recommendations (and where context permits shall include any supply of Goods).
- 1.5** “Price” shall mean the cost of goods as agreed between the Seller and the Buyer subject to Clause 4 of these Terms & Conditions of Trade.
- 1.6** “Delivery” shall mean the transport and delivery by the Seller (or any other person appointed by the Seller) to the Buyer’s address.

2. Acceptance

- 2.1** Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer’s acceptance of Goods supplied by the Seller shall constitute acceptance of these Terms & Conditions of Trade.
- 2.2** These Terms & Conditions of Trade shall prevail over any other terms and conditions including those implied by Statute to the extent permissible at Law.
- 2.3** These Terms & Conditions of Trade may be changed by the Seller in respect of the future business by notice in writing. A demand for variation of these Terms & Conditions of Trade shall not have any affect unless agreed in writing and signed by an authorised representative of the Seller.
- 2.4** None of the Seller’s agents or representatives are authorised to make any statements, conditions, representations or agreements not expressed by the manager of the Seller, nor is the Seller bound by any such unauthorised statements.

3. Goods

- 3.1** The Goods are as described on the invoices, quotations, work authorisation or any other work commencement forms as provided by the Seller to the Buyer.
- 3.2** The Seller reserves the right to alter any and all of the technical and general specifications of the Goods at any time without prior notification.

4. Price and Payment

4.1 At the Sellers sole discretion:

- (a) the Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or
- (b) the Price of the Goods shall be the price quoted in writing by the Seller to the Buyer. Such quoted Price shall only be binding upon the Seller if the Buyer provides written acceptance of the quote to the Seller within thirty (30) days of the date which appears on the Seller's written quote.

4.2 At the Seller's sole discretion a deposit may be required. The amount of the deposit shall be stipulated at the time of the order of the Goods and shall become immediately due and payable.

4.3 At the Seller's sole discretion, standard payment terms for approved Buyers shall be thirty (30) days following the end of the month of the invoice date. Referred to as Net 30 after EOM.

4.4 Payment will be made by credit card, or by direct credit, or by telegraphic transfer, or by any other method as agreed to between the Buyer and the Seller.

4.5 A surcharge for credit card payments of 1.6 % may apply at the Seller's sole discretion.

4.6 The Price shall not include the amount of any GST or other applicable taxes and/or duties, except where such amounts have been expressly included in a quotation provided by the Seller. The amount of any GST and other applicable taxes and/or duties shall be payable by the Buyer to the Seller in addition to the Price and shall be payable on the same terms and conditions as apply to payment of the Price.

5. Delivery of Goods

5.1 Delivery of the Goods shall be made to the Buyer's address.

5.2 The costs of carriage and any insurance which the Buyer reasonably directs the Seller to incur shall be reimbursed by the Buyer (without any set-off or other withholding) and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Buyer's agent and all risk for the Goods shall pass to the Buyer upon Delivery of the Goods by the Seller to the carrier.

5.3 The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of these Terms & Conditions of Trade.

5.4 Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of these Terms & Conditions of Trade.

5.5 The failure of the Seller to deliver shall not entitle either party to treat these Terms & Conditions of Trade as repudiated.

5.6 The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the Goods, (or any of them), promptly or at all.

6. Security Interest

6.1 All parties agree that:

- (a) this agreement is a security agreement;
- (b) by this agreement the Buyer grants to the Seller a security interest in respect of the Goods to secure payment of the purchase price and all outstanding debts and obligations to the Seller from time to time;
- (c) the Seller's security interest in the Goods continues until all debts and obligations of the Buyer are discharged.

6.2 The Goods are commercial property.

6.3 Ownership of the Goods shall not pass until the Buyer has paid all monies due for the Goods and all outstanding debts to the Seller. The risk of the Goods shall run with the Buyer who shall insure from the time of delivery and the interest of the Seller noted on the policy. Until payment in full is made, the Buyer shall hold the goods as fiduciary on behalf of the Seller. The Buyer shall store the Goods separately so as to be readily identifiable as the Goods and property of the Seller. Any failure to do the above shall not vitiate the Seller's retention of ownership unless the Seller has agreed in writing to any departure from these provisions.

6.4 The Buyer acknowledges and agrees that the Seller or any agent or representative thereof is empowered to enter the premises of the Buyer or any other person where the Goods are stored in the event of any default in payment or in the event of the appointment of a mortgagee, agent, trustee, receiver, administrator or liquidator to the Buyer or to all or any of its assets in order that the Seller may be able to retake possession of the Goods and/or the proceeds of any sale thereof and in so doing, the Seller or its proper representatives shall not be guilty of trespass and shall have a licence to enter any such premises for these purposes.

7. Risk

7.1 All risk for the Goods (including the risk of any loss of or damage to or deterioration of the Goods from whatever cause) will pass to the Buyer on the Date of Despatch (subject to the terms of Clause 5 of these Terms & Conditions of Trade)

8. Disclaimer

8.1 The Buyer acknowledges that they buy the Goods relying solely upon their own skill and judgement and that the Seller shall not be bound by nor responsible for any term, condition, representation, or warranty that cannot be excluded by law.

9. Defects and Returns

9.1 The Buyer shall inspect the Goods upon Delivery and shall within seven (7) days notify the Seller in writing (including original invoice number and date) of any alleged defect, fault, shortage in quantity or failure to comply with description or quote. The Seller shall be afforded a reasonable amount of time to inspect the goods if the Buyer believes they are defective in any way. Return of goods will not be accepted unless prior authorisation has been given to the Buyer by the Seller in writing. All Goods returned for credit shall be packed in their original containers and if soiled or damaged may be rejected

or credited at a reduced rate at the sole discretion of the Seller. Re-stocking fee of 25% may apply at the Seller's sole discretion.

10. Default and Consequences of Default

- 10.1** Interest may be charged on late payment at the rate of 4 per cent per month or part thereof on any monies outstanding from 60 days from the date of invoice.
- 10.2** The Seller reserves the right to withdraw supply and credit at any time for any reason whatsoever. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this Clause.

11. General

- 11.1** Any disputes with the Seller shall be subject to the Laws and Courts of the State of Victoria.
- 11.2** The Buyer will be liable to pay any legal costs or debt collection incurred by the Seller in collecting outstanding accounts whether for collection of monies due or for the recovery of goods supplied.