

Terms and Conditions of Trade for the Supply of Goods and Services [hereinafter referred to as “Terms”, “Goods” and “the Customer”]

Application

Unless otherwise agreed in writing these Terms apply to all dealings between the Company and the Customer.

Definitions and Interpretation

For the avoidance of doubt the following definitions apply to these Terms:

Company means CEJN Australia Pty Ltd and/or its successors and assigns;

Contract means an instruction from the Customer to the Company to supply goods and/or services;

Customer means the person, company, partnership, trust, government body and any other person or organisation that enters into any agreement with the Company;

Goods mean physical and intangible property of any description;

Order means an instruction from the Customer to supply goods and/or services;

Quotation means a written submission of price submitted by the Company but does not constitute a binding offer unless stated otherwise in the quotation;

Premises mean the place where delivery and/or services will be undertaken.

Services mean installations, maintenance and all other work or tasks.

Order, Quotation Offer and Acceptance

1. Whilst the Company may accept verbal or phone orders at the Company's discretion, to avoid errors orders must be emailed or in writing and duly signed or authorised by the Customer.

2. Any terms or conditions of the Customer's order deviating from or inconsistent with these Terms are expressly excluded and rejected by the Company. This exclusion and rejection includes any statement by the Customer that the Customer's terms and conditions shall prevail, provided such exclusion does not contravene any legislation.

3. A binding contract will be established immediately the Customer instructs the Company to commence supply of Goods and/or order Goods and/or manufacture, construct or assemble any hose or any other items and the Customer will be liable for all costs in the event of cancellation which shall be payable immediately upon demand by the Company.

4. "The Customer" in these Terms is the person, company or body that instructs the Company to supply Goods and warrants they have the authorisation needed to do so.

5. The Customer agrees that in the event of any dispute concerning an order (including any question of identity or authority or any telephone, facsimile or email order) that the internal records of the Company will be prima facie evidence of what was ordered.

6. Each order placed by the Customer shall be deemed to be a representation by the Customer that it is solvent and will remain solvent. The Customer shall inform the Company of any facts which could affect the Company's commercial decision to accept any order and/or to grant credit, such as, but not limited to, insolvency, potential insolvency or bankruptcy or the likelihood thereof. Failure to inform the Company of any such factors shall be deemed to create an inequality of bargaining position and be unconscionable, misleading and deceptive thereby rendering the person placing the order liable to pay all money owed by the Customer to the Company.

7. The Company reserves the right to specify a minimum order value of \$100.00 per invoice and to charge a minimum of \$100.00 per invoice if the Customer's order is less than the minimum order value.

Prices and Payment

2.1 Estimates are not quotations and are subject to change. Unless stated otherwise GST and other taxes shall be added to the price.

2.2 The Company's price lists are subject to change without notice and the Company reserves the right to apply revised prices to orders not already invoiced or delivered to the Customer.

2.3 Quotations are based on costs at the time of quotation and are subject to change if the Customer does not accept the quotation within the period specified on the quotation or within seven days if no period is shown or if the Customer requests changes to specifications, delivery dates and any other changes or fails to provide the Company with clear or adequate instructions or information.

2.4 The Company may require a non-refundable deposit before procuring Goods or supplying Goods to the Customer.

2.5 The Customer acknowledges and accepts that it is unreasonable to expect the Company to have knowledge of (or control over) price increases of materials purchased by the Company from its suppliers. Unless the Customer has instructed the Company to purchase materials required for the contract and has fully paid for them in advance, the Company reserves the right to charge the Customer for any such price increases.

2.6 If no specific payment terms have been agreed payment must be made immediately upon request by the Company, time being of the essence as to this obligation.

2.7 Payment shall only occur when cleared funds from the Customer have been received by the Company for all amounts outstanding.

2.8 If the Company agrees to accept payment by credit card the Company reserves the right to recover the credit card commission.

2.9 The Company may, at its sole discretion and without prejudice to its other rights and remedies, withhold supply and demand immediate payment of all amounts owed if the Customer's account is overdue or the Company is concerned over the Customer's ability to pay.

2.10 The Customer shall not be entitled to set off against any money owed (or allegedly owed) to the Customer by the Company or withhold payment or deduct money from an invoice provided this does not contravene any legislation.

2.11 The Company can demand immediate payment of any or all amounts owed even if they are not currently due if the Customer becomes (or in the Company's sole opinion appears to be) insolvent, proposes or enters into an arrangement with creditors or an administrator, receiver, liquidator or similar person is appointed in respect of the Customer or any asset of the Customer.

Default, Interest, Costs and Penalties

3.1 The Company shall be entitled to charge interest at 2.5% a month from the day the account becomes overdue and compounded monthly until all outstanding money has been paid in full.

3.2 If an account is more than thirty days overdue, administration costs of \$50.00 or 10% (whichever is greater) up to a maximum of \$250.00 shall be charged to the Customer for each month the account remains unpaid.

3.3 The Customer shall indemnify and reimburse the Company for all costs and disbursements in collecting outstanding debts from the Customer which shall include disbursement fees, full legal costs on a solicitor-own-client basis, collection agency costs, investigators costs, full court, judgement enforcement and bailiff fees, search agent costs, time, travel and any other collection costs.

3.4 If the Customer breaches any of its obligations the Company may exercise all its rights plus suspend or terminate the supply of Goods/Services and the Company will not be liable for any alleged loss or damage suffered by the Customer or any other parties as a result of exercising its rights.

Delivery

4.1 Unless otherwise agreed in writing by the Company delivery takes place when the Customer collects the goods from the Company's premises.

4.2 If the Customer requests the Company to deliver the Goods to the Customer's premises or to other premises or sites or to a third party or requests that a carrier collects the Goods delivery shall take place when the Goods leave the Company premises and the third party and/or carrier is deemed to be the Customer's agent.

4.3 For Goods delivered directly by the Company to the Customer's premises delivery takes place when the Goods are delivered to or left at the said premises if the premises are unattended.

4.4 The Customer shall give the Company at least fourteen (14) days prior written notice of any change of ownership of the premises where the Company is delivering the Goods.

4.5 The Company reserves the right to deliver part orders at its entire discretion.

4.6 Unless agreed otherwise by the Company in advance, Goods shall be invoiced to the Customer in full (or in part for partial delivery) immediately the Goods are collected by or dispatched to the Customer or upon the Company advising the Customer that the Goods are available for collection or dispatch.

4.7 Unless agreed otherwise in writing by the Company the Goods shall be transported in a manner deemed appropriate for the nature of the Goods. If the Customer requests a specific mode of transportation the Customer shall be fully responsible for all extra costs incurred as a result of the Customer's instructions and absolves the Company from all liabilities as a result of the Customer's request.

4.8 For Goods delivered in instalments each delivery will be a separate contract and shall be invoiced separately.

4.9 Unless otherwise specified in the Company's quotation the Customer is responsible for all delivery costs.

4.10 The Customer shall not be relieved from its obligations to the Company for any delay in delivery and, unless previously agreed in writing by the Company, delivery shall not be the essence of the contract and the Company accepts no responsibility for any losses or alleged losses occurring as a consequence of any delay in delivery or inability to deliver or otherwise complete the Customer's order.

4.11 A certificate purporting to be signed by an officer of the Customer confirming delivery shall be prima facie evidence of delivery as shall any signed delivery docket.

Force Majeure

The Company shall not be liable for any default or delay in delivery of Goods or the performance of services due to any act of God, war, power or equipment failure, terrorism, industrial action, fire, flood, storm, tempest or other events beyond the control of the Company.

Claims

6.1 Claims and defect requests must be notified to the Company within seven (7) working days of delivery (time being of the essence) specifying the alleged defect and no claims shall be accepted by the Company thereafter.

6.2 The maximum liability of the Company for any and all claims made by the Customer or any other parties shall not exceed the purchase price received by the Company for the Goods.

6.3 No Goods will be accepted for return unless agreed in writing by the Company prior to return and then only upon conditions acceptable to the Company. Returns are at the Customer's entire risk for loss or damage and unless otherwise agreed by the Company beforehand the Customer shall pay the insurance and freight costs.

6.4 A 10% restocking fee may be payable by the Customer at Company's discretion for undamaged Goods that the Company has agreed to accept for return.

Warranty

7.1 All warranties on Goods supplied shall be the warranty (if any) as provided by the manufacturer of those goods and the Company shall have no further warranty save those as prescribed by law including, but not limited to, Australian Consumer Laws that entitle persons and entities to product replacement, repair, refund and other prescribed or awarded benefits.

7.2 The workmanship warranty for Goods manufactured or assembled by the Company shall be six months from the date of delivery as defined in the Delivery Clause herein.

7.3 All warranties exclude fair wear and tear and damage or loss attributable to events beyond the Company's control such as, but not limited to, neglect, misuse, fire, flood, accidents, exposure to the elements, power/water supply fluctuations, vandalism, lack of proper maintenance and all other similar events and occurrences that may have contributed to the Goods failing to perform their proper function.

7.4 If the Customer or any other party attempts to repair, mal-operate or modify the Goods or otherwise interferes in any way with hoses, components, hydraulics or other equipment manufactured or assembled by the Company the Company shall be relieved of its warranty and all other obligations.

7.5 The Company shall have no warranty or any other obligations if the Customer has not fully paid for the Goods by the due date for payment.

Risk and Insurance

8.1 All risks pass to the Customer upon delivery as defined in the Delivery clause and it is the Customer's responsibility to arrange insurance.

8.2 If any Goods or other property of the Company are damaged, destroyed or stolen prior to payment being received by the Company and ownership passing to the Customer, the Company is entitled to payment in full.

8.3 If any Goods are damaged, destroyed or stolen during or after delivery and prior to payment being received by the Company the Company is entitled to either payment in full or to the insurance proceeds for the Goods. Presenting these terms to the Customer's insurers is sufficient evidence of the Company's rights to the insurance proceeds.

Limited Liability and Suitability For Purpose

9.1 The Company accepts no liability for any misuse, mal-operation, abuse or neglect by the Customer or any other parties who use the Goods in any manner or in any environment other than those specified by the Company in writing.

9.2 The maximum liability of the Company for any and all claims made by the Customer or by any other parties shall not exceed the purchase price of the Goods. Under no circumstances shall the Company be liable for any incidental or consequential damages, or for any other damages, losses or claims made by the Customer or any other parties that are in excess of the amount of the purchase price of the Goods provided this does not contravene any legislation.

9.3 The Customer is fully responsible for ensuring that Goods ordered from the Company are suitable for the purposes they were ordered for and shall indemnify and keep the Company indemnified from all claims and costs from any parties whatsoever as a result of the Customer failing to select Goods to the correct specifications.

9.4 If the Customer or any other parties fail to adhere to the Company's installation and suitability for purposes instructions by converting, transforming or incorporating the Goods into other goods, vehicles, plant, equipment/machinery which are contrary to the Company's installation and suitability for purpose requirements the Company shall not be liable for any losses and claims (alleged or otherwise) as a result of such actions.

9.5 If the Customer requests the Company's assistance in the selection of Goods, services and guidance with installation or other technical matters including, but not limited to, assistance on the appointment of installation or other technical personnel then all such assistance shall not be considered as advice or a warranty or an expert opinion or a declaration of fitness for purpose unless the Customer has in advance totally informed the Company in writing of all facts, risks, hazards, operating conditions/environment and all changes that may occur there. Unless the customer has fully advised the Company of all the above factors the Company accepts no responsibility or liability for Goods or services purchased by the Customer and the Customer fully indemnifies the Company from all claims made by any parties.

Security for Payment and Charges

10.1 If the Company allows the Customer extra time to pay money or perform obligations for which no guarantees or other securities have been provided, the Company may require security for payment including a guarantee by any director or other persons connected with the Customer.

10.2 Any requirement for security or guarantees is without prejudice to other rights or remedies the Company may have and does not affect the reservation of title in Goods supplied to the Customer.

Customer/Distributor Not An Agent

11. The Customer and/or any independent distributor or reseller are not agents of the Company and shall not enter into agreements or represent themselves as agents, officers or representatives of the Company to any parties whatsoever.

Help for Distributors, Resellers and Other Parties

12. All assistance and technical materials provided by the Company are for help purposes only. The distributor, reseller and all other parties who request help agree and accept that under no circumstances shall any such assistance and helpful materials provided by the Company be regarded as a substitute for formal training, such as that provided by colleges, universities, technical or other training establishments. The Company accepts no responsibility for any losses or events of any nature that may occur as a result of the distributor, reseller or any other parties utilising the Company's help resources.

Personal Property Securities Act 2009 ("PPSA") and Property Securities Register ("PPSR")

13.1 If the Customer has been granted a credit facility or otherwise owes the Company moneys or other obligations for Goods or services provided by the Company then the Customer consents to the Company registering a Security Interest on the PPSR in a manner the Company deems appropriate for Goods sold to or otherwise provided to the Customer in accordance with these Terms and/or any other agreements with the Company and the Customer agrees to provide all assistance required by the Company to register such Security Interests.

13.2 The Customer acknowledges and agrees that these Terms create a Security Interest in the Goods, and to avoid doubt, the proceeds of sale of the Secured Goods for the purposes of the PPSA.

13.3 The Customer acknowledges and agrees that if any part of the Secured Goods becomes the inventory of the Customer, the Customer will not permit any other security interest (including, but not limited to, floating or other charges, liens or pledges) to be raised in respect of the Secured Goods.

13.4 The Company may have a "Purchase Money Security Interest" ("PMSI") and/or other security interests on the PPSR and in the event that the Company has not registered a perfected PMSI on the PPSR the Customer consents to the Company registering a PMSI on the PPSR.

13.5 To avoid doubt, the following definitions of the PPSA apply to the Company's Terms: Financing Statement, Financing Change Statement and Security Interest have the same meaning as defined by the PPSA and a Security Agreement is a security agreement created between the Customer and The Company in the PPSA.

13.6 The Customer acknowledges and agrees that by placing orders for Goods the Company's Terms constitute a Security Agreement for the purposes of the PPSA in such Goods and create a Security Interest in Goods previously supplied which have not been fully paid for and for Goods to be supplied in the future, and to avoid doubt, the sale proceeds of the Secured Goods.

13.7 The Customer agrees to do everything the Company requests including, but not limited to, signing and completing documents without delay to register and/or perfect any Security Interest and for the Company to exercise its rights in connection with the Secured Goods and proof that the Customer has complied with these Terms.

13.8 The Customer agrees to indemnify and reimburse the Company on demand for any losses and costs incurred by the Company in relation to the PPSA, including any

registration, or any response to an amendment, demand or a request under section 275 of the PPSA.

13.9 The Customer agrees not to register or permit a third party to register a Financing Statement, a Financing Change Statement or any other document in respect of a Security Interest on Goods supplied by the Company that have not been fully paid for without the prior written consent of the Company being obtained beforehand.

13.10 The Customer agrees to promptly tell the Company of any material change in its methods and policies of selling and/or reselling Goods supplied by the Company which would change the nature of proceeds of such sales.

13.11 With regard to sections 95, 96, 115, 125 and any other parts of the PPSA and amendments thereto, the Company and the Customer agree that, to the extent allowed by the PPSA, these do not apply to any Security Interests created by these Terms. Furthermore, the Customer waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) together with verification statements unless all such notices are a requirement of the PPSA in which case all notices or documents must be given in accordance with the PPSA.

13.12 To the extent permitted by the PPSA the provisions of sections 127, 129(2) and (3), 132, 134(2), 135, 136(3), (4) and (5) and 137 will not apply to the enforcement of the Company's Security Interests.

13.13 With regard to sections 142 and 143 of the PPSA the Customer waives its rights as a grantor and/or a debtor under the PPSA.

13.14 The Customer shall unconditionally approve any actions taken by the Company under clauses 13.1 to 13.13.

Passing of Title/Retention of Title in Goods

14.1 Notwithstanding the delivery of goods title remains with the Company until all money has been paid in full and the Customer has fulfilled all its obligations to the Company.

14.2 Until all events in 14.1 occur title in the Goods and other property of the Company that may be in Customer's possession remains with the Company as unpaid vendor and the Customer may only hold the Goods as bailee for the Company's benefit. Whilst holding the Goods of the Company as bailee, the Customer shall ensure they remain identifiable as the Company's Goods and to safely store and insure them for loss or damage for the Company's benefit. However, failure to ensure they remain identifiable as the Company's Goods or to safely store or insure them will not affect the Customer's obligation to the Company as unpaid vendor.

14.3 The Customer holds and agrees to hold the proceeds of any sale of the Goods on trust for the Company in a separate account into which no other money shall be paid. However, failure to deposit the proceeds of sale into a separate account or to keep the money separate will not affect the Customer's obligation to deal with the proceeds as trustee of the proceeds for the Company.

14.4 For Goods on which title has not passed to the Customer, the Company can instruct the Customer to return them (or any part of them) to the Company if the Customer's obligations under these Terms have not been fulfilled.

14.5 The Customer will not charge the Company's Goods, equipment or other property in any way or grant or otherwise give any interest in the Company's Goods, equipment or other property until clean title passes to the Customer.

14.6 If the Company becomes aware of a breach of these Terms or of an insolvency event (or likelihood of such an event) the Company and/or any representative of the Company may as the invitee of the Customer enter upon or into the premises where the Company may believe the Goods are stored to inspect and/or remove them and the Company shall not be liable for any alleged loss or damage as a consequence of such inspection and/or removal and without being exposed to any claim by the Customer or any other parties for trespass, detainee, conversion or for any other reasons.

14.7 The Company can issue proceedings to recover the price of the Goods even if ownership has not passed to the Customer.

Intellectual Property

15.1 All intellectual property rights that apply to Goods/Services supplied by the Company remain with the maker/developer of those Goods/Services.

15.2 All intellectual property rights, including but not limited to, drawings, designs, processes, patents, trade marks and copyright to Goods/Services developed by the Company remain with the Company.

The Commonwealth Competition and Consumer Act 2010 ("CCA")

These Terms are not intended to have the effect of contracting out of any provisions of the CCA except where permitted by law. If the Customer buys goods as a "consumer" as defined in the Act these Terms shall be subject to protection of consumer's rights legislation and shall not affect the consumer's statutory rights.

Set Off and Application

17.1 The Company is entitled to set off against any money owed to the Customer an amount equal to the total of all money at such time then owed by the Customer or on the Customer's behalf to the Company.

17.2 The Company can apply any money received from or on behalf of the Customer to any and all amounts owed by the Customer as it sees fit and the Customer waives any rights of notification of such allocation.

Changes in the Customer Name, Address and Structure

18.1 The Customer shall notify the Company in writing of any change in its name, address, all other contact details, structure, ownership or the sale of any material part of its business within 7 days of any such change. The Customer will be liable to the Company for any purchases from the Company and for orders/contracts placed with external suppliers on the customer's behalf until such notice is given.

18.2 The Company reserves the right to review or withdraw any credit facilities granted to the Customer and to review or cancel all contracts upon any change in the Client's structure, change in ownership or sale of any material part of its business.

No Waiver

19. If the Customer elects not to exercise any rights arising from any breach of these Terms it shall not be a waiver of any rights relating to any subsequent or other breach.

Privacy Act and Credit Information

Customers requesting a credit account and those with an account and/or the guarantor/s agree and consent to the Company obtaining and exchanging credit information from the Customer's suppliers or other parties nominated by the Customer and for the Company to obtain reports and other information from credit reporting agencies and other sources on credit information about the Customer in relation to credit provided by the Company and the ability of the Customer to pay its bills as and when they fall due.

Termination/Cancellation

The Company can cancel orders from the Customer without notice if the Customer breaches any conditions of these terms or becomes or is in jeopardy of becoming insolvent (or dies if the Customer is a natural person) and all outstanding money owing to the Company shall be payable immediately together with money owing to third parties for contracts entered into on the Customer's behalf.

Notices

Notices to the Customer are served when delivered by hand, sent by mail, document exchange, fax or email and shall be treated as given when: if delivered by hand when delivered; if sent by mail or document exchange, 48 hours after posting; if sent by fax, and/or email when the fax machine confirms transmission or when the email system confirms transmission. A notice given after 5pm and/or on a day which is not a business day is treated as given on the next following business day.

Disputes

If a dispute arises between the Company and the Customer and a solution thereto is contained in these Terms then such solution shall be a binding full and final settlement of the dispute. If no solution to the dispute exists in these Terms and the dispute cannot otherwise be resolved within 30 days from the date of the dispute then either party can refer the matter to an independent party or mediator. If the Company or the Customer fail to agree on a party/mediator the dispute shall be referred to a party or mediator in accordance with the "Governing Law and Changes to Terms of Trade" clause in these Terms. The Customer shall be liable for the full resolution costs and if this contravenes the Governing Law and/or any applicable legislation the parties will equally contribute to the resolution costs.

Severability

If any part of these Terms is found to be unenforceable for any reason or contravenes any current or future legislation then that part will be severed from these Terms and will not affect the enforceability of any other part of these Terms.

Governing Law and Changes to Terms of Trade

25.1 The laws of Australia apply to these Terms and to all contracts or other agreements between the Company and the Customer and are subject to the jurisdiction of the courts and tribunals of New South Wales.

25.2 These Terms can only be amended with the written consent of the Company.

25.3 The Company reserves the right to alter these Terms and such changes will be effective from the date these changes are notified to the Customer. The Customer will be deemed to have accepted these Terms and any changes thereto upon placing further orders with the Company.

25.4 The Company may license or sub-contract all or part of its rights and obligations without the Customer's consent provided this does not contravene any legislation

Larger print versions of these Terms are available upon request.