

## CONDITIONS OF SALE

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### 1. GENERAL DEFINITIONS:

The following terms and conditions shall apply to all goods sold and services provided by On Line Pumping Pty Ltd (the Supplier) to the Customer (Purchaser). Manufacturer means and includes the maker or makers of the goods or any part of the goods which the quotation relates.

These terms and conditions are the sole agreement between the Supplier and the Purchaser and supersede any terms and conditions contained in any previous offer made by the Supplier, whenever such order is given or received, and no other terms and conditions will be binding upon the Supplier unless in writing and signed by the Supplier's authorized representative.

### 2. THE CONTRACT:

No contractual obligation shall arise until the Purchaser has sent in the Supplier a written order for the goods specified in the quotation and the Supplier has dispatched to the Purchaser's address a written notification, until a written notification is dispatched the Supplier may without incurring any liability revise or withdraw the quotation.

Unless otherwise stated in writing goods are supplied by the Supplier only on these conditions. The giving by the Purchaser of any delivery instructions for the goods or any part thereof or the acceptance by the Purchaser of delivery of the goods or any part thereof or any conduct by the Purchaser in confirmation of the transaction after receipt by the Purchaser of the Supplier's acceptance shall constitute unqualified acceptance by the Purchaser of these conditions.

### 3. SPECIFICATIONS:

If before the manufacturer of goods whether before or after the Seller's acceptance, the manufacturer modified its specification, the modified specification shall be substituted for any specification in the quotation and

- (a) The Purchaser shall accept the goods as manufactured in accordance with the modified specification and satisfaction of Supplier's obligations under the contract.
- (b) The Purchaser shall pay any increase in the manufacturer's prices ruling from such modifications.

### 4. QUOTATION AND PRICE:

All quotations except for price are valid for acceptance within 30 days unless otherwise specified. Published prices and quoted prices, unless otherwise specified, are subject to change without notice. All others are accepted with the understanding that the Supplier reserves the right to adjust prices to the Supplier's prices prevailing at the time of shipment (including but not limited to any component of such prices attributable to increments in any relevant foreign exchange rate or rates)

Unless otherwise stated by the Supplier, the quotation price does not include, and the Purchaser shall be responsible for all charges ex the Supplier's nearest place of business for insurance, excise and similar taxes or duties. Where the Purchaser is exempt from duty or tax the Purchaser shall furnish the appropriate exemption certificate to the Supplier. Failure to provide such a certificate will confirm the Purchaser's liability to the duty or tax.

### 5. PAYMENT:

#### New customers

The Supplier shall be under no obligation to make goods available to the Purchaser before payment of the purchase price is made in full. Unless other terms have been expressly stated in writing by On Line Pumping Pty Ltd.

#### Approved Account Holding Customers

Unless otherwise expressly stated, payment shall be made within 30 days from date of the end of month. If by the terms of sale credit is extended to the Purchaser and the Purchaser fails to comply with any terms of payment the Supplier shall then have the right to demand payment in full before any further shipments of goods or provision of services are supplied or at its option terminate the agreement or revoke such credit where upon any unpaid money shall become immediately due.

If payment is not made when due the Purchaser shall pay interest on daily balances on amounts unpaid from the date due for payment until paid at the rate of 2% per annum over the overdraft rate quoted to the Supplier by its Bankers.

The Supplier may suspend further deliveries and partly or fully terminate the agreement by notice in writing to the Purchaser if the Purchaser makes default in payment due for the goods or services, or makes any assignment or trust for the benefit of creditors, becomes insolvent or unable to pay his debts as they mature, or if proceedings are commenced by or against the Purchaser alleging bankruptcy or insolvency or involving the appointment of a Receiver.

If payment is not made within the credit conditions and a collection agency is required to help in the collection of the debt, all cost involved in this collection will be passed on to the Purchaser.

Should the delivery of goods and/or services be delayed as described above, then in addition to paying overdue interest charges and debt collection fees as described, the Purchaser will be liable for charges for and incidental to the storage and handling of the goods until their delivery and payment. In the event that goods have to be resold in order to recover costs, the Supplier may charge the shortfall and the Purchaser will accept the shortfall and effect payment immediately.

### 6. DELIVERY AND TITLE

If delivery cannot be made from stock at the time of receiving any order, then the Supplier will deliver by 120 days from date of order, but in no case will the Supplier be liable for any loss or damage howsoever caused by delay in delivery. The Supplier shall be under no obligation to make delivery before payment of the purchase price in full.

If the Purchaser fails to take delivery in accordance with this condition the Purchaser shall pay to the Supplier all storage and handling costs arising from the delay.

The Supplier shall be under no liability whatsoever to the Purchaser for loss injury or damage of any kind whatsoever arising out of delay in or failure to make delivery of the goods or any part thereof including (without prejudice to the generality of the foregoing) consequential loss or any of the kind whether the same be due to any act of omission, negligence or willful default of the Supplier or its servants or agents or to any other cause whatsoever including (without prejudice to the generality of the foregoing) any breach by the Supplier its servants or agents of any fundamental term or any fundamental breach by the Supplier its servants or agents of any term of the contract of which these conditions form part relating to the delivery

If the Supplier is prevented directly or indirectly from making delivery of the goods or any parts thereof by reason of acts of God, war, strikes, lockouts, trade disputes, fire, breakdowns, interruption of transport, government action or any cause whatsoever (whether or not of the like nature of those specified above) outside its control the Supplier shall be under no liability whatsoever to the Purchaser and shall be entitled to its option (to be notified to the Purchaser in writing) either to cancel the contract or to extend the time of its performance.

All risk of loss or damage to the goods shall pass to the Purchaser upon delivery of the goods to the first carrier, but the Supplier shall retain title to the goods until full payment is received. Pending payment the Purchaser shall store the goods in a way that clearly manifest the Supplier's title.

In the event of resale before the goods are paid for in full the Purchaser shall account to the Supplier for the proceeds of the sale until its goods are paid for in full by the Purchaser.

7. **WARRANTIES**

Warranty periods vary for different products. Please contact On Line Pumping Pty Ltd for the relevant information.

Unless otherwise specified in writing by On Line Pumping Pty Ltd, any products and/or equipment supplied/supplied and installed by On Line Pumping Pty Ltd, does not comply with the requirements for hazardous applications/installations.

Warranty excludes: cost of taking up and reinstalling the equipment, transportation cost to and from On Line Pumping Pty Ltd or its appointed representative(s), defects/failures due to incorrect installation, neglect, misuse, war, violence, cataclysm, acts of God, storm, rain, weather, flooding, lightning, low/high voltage, damage caused by sand or abrasive materials, dry running, cavitation, effects of chemicals or corrosive/ hazardous liquids/substances, foreign matter, inadequate protection against freezing, product/liquid temperature beyond recommended range, pressure beyond recommended range, unauthorized repairs or use/operation for purposes other than the goods are designed for.

The Supplier shall be under no obligation whatsoever (including without prejudice to the generality of the foregoing any liability in tort of for consequential loss, damage or injury of any kind) for any defect in, or failure of, or unsuitability for any purpose of the goods or any part thereof, whether the same be due to any act, omission, negligence or willful default of the Seller or its servants or agents or the faulty design workmanship or materials or to any other cause whatsoever including (without prejudice to the generality of the foregoing) any breach by the Supplier its servants or agents of any fundamental terms or any fundamental breach by the Supplier its servants or agents to any terms of the contract of which these conditions form part.

Subject to the provisions hereof, all conditions, warranties or other terms whether express or implied statutory or otherwise inconsistent with the provisions of this condition are hereby expressly excluded.

Subject to any provisions hereof under the Trade Practices Act 1974, certain conditions and warranties may be implied in this contract if the Purchaser is a consumer within the meaning of the Act and certain other conditions and warranties may be implied if this contract by statute or otherwise under other Commonwealth or State Law applicable hereto but except for such conditions and warranties implied all conditions and warranties which would or might otherwise be implied in this contract are hereby excluded and negative.

In the event of the invalidity of any part or provision of this contract such invalidity shall not affect the enforceability of any part or provision of this contract.

Pursuant to Section 68A of the Trade Practices Act 1974 this clause implies in respect of any of the goods or services supplied under this contract which are not of a kind ordinarily acquired for personal domestic or household use or consumption provided that this clause will not apply if the Purchaser establishes that reliance of it would not be fair and reasonable.

Liability for breach of a condition or warrant implied in this contract by the Trade Practices Act 1974 other than a condition implied by Section 69 of that Act is limited to

- (a) In the case of goods or any of the following as determined by the company
  1. The replacement of the goods or the supply of equivalent goods or
  2. The repair of the goods or,
  3. The payment of the cost of replacing the goods or acquiring equivalent goods or,
  4. The payment of the cost of having the goods repaired
- (b) In the case of services any one of the following as determined by the Supplier
  1. The supplying of the services again or,
  2. The payment of the cost of having the services supplied again.

The Purchaser hereby further acknowledges warrants and declares with the Supplier as follows:

- (a) That the Purchaser has carefully examined the goods and has found no defects therein other than the following defects (if any) which have been specifically drawn to the Suppliers attention.
- (b) That notwithstanding the defects (if any) in the goods which the Purchasers examination thereof has revealed and/or which has been drawn to the Purchasers attention, the Purchaser is satisfied with the quality and condition thereof and the Purchaser has relied upon his own skill and judgment in selecting the goods.
- (c)
  1. The Purchaser has not made known to the Supplier any particular purpose for which the goods are being acquired and the Supplier gives no warranty to the Purchaser that the goods are suitable for any purpose or
  2. The Purchaser has made known to the Supplier the particular purpose for which the goods are being acquired and has satisfied himself that the goods are reasonably fit for the purpose and the Purchaser does not rely on the skill or judgment of the Supplier as to the fitness or possible fitness of the goods for that purpose.

8. **PROPER LAW**

This contract shall be construed and governed in all respects by the laws of the State of New South Wales.

**Contact details:**

On Line Pumping Pty Ltd ( ABN: 60 051 283 991 )

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