



Quality Products Quality Service

## TERMS AND CONDITIONS OF TRADE.

The following constitutes the Company's standard Terms and Conditions of Trade.

The Company reserves the right to alter or add to these Terms and Conditions at any time.

Special Terms and Conditions detailed on any Company quote and/or invoice, will be in addition to, and if in conflict with, will over-ride, these standard Terms and Conditions.

### 1. GENERAL.

- (i) "The Company" means Aquarius Wastewater Systems Pty Ltd – trading as Aquarius Wastewater/AqwaWerx : (ABN : 43 609 521 735).
- (ii) "The Customer" means the purchaser of the Goods from the Company.
- (iii) "The Goods" means any products purchased by the Customer from the Company.

### 2. TERMS:

- (i) Strictly COD – unless otherwise agreed (by application).
- (ii) Prices are ex Warehouse (Unit 1 / 20 Abrams Street : Balcatta : WA : 6021 ), and exclude delivery/freight.
- (iii) Delivery risk and charges are for Customer's account.

### 3. PRICES.

- (i) Prices quoted exclude Goods & Services Tax (GST).
- (ii) All prices are subject to change without notice prior to receiving a confirmed order.
- (iii) All prices quoted are for Goods only and do not include any amount in respect of installation, plumbing or electricians costs.
- (iv) Where required under Goods & Services Tax legislation the amount invoiced to the Customer will include GST.

### 4. WARRANTY.

- (i) The Company warrants that the Goods, whilst they remain in the possession of the Customer, will under proper use, be free from defect (manufacturing workmanship and materials only) for a period (from delivery) of 12 months or such warranty period specified by the original manufacturer of such Goods, whichever is the longer period. The current manufacturer warranty periods are as follows :
  - a. Tanks : 15 years (Graf).
  - b. Control Panels : 2 years. (various manufacturers).
  - c. Pumps : 1 year : (various manufacturers).
- (ii) The warranty given by the Company will not apply in respect of Goods that have not been paid for in full.
- (iii) The Company, at its sole election and discretion, will either repair or replace the warranty Goods or if the Goods for any reason cannot be repaired or replaced, refund to the Customer the purchase price in respect of such Goods.
- (iv) Under no circumstances will the Company be liable for any liquidated damages, or any liability arising out of or in connection with any special, consequential, direct or indirect loss, cost or damage, harm or injury suffered or incurred by the Customer as a result of the supply, late supply or non supply of any Goods by the Company to the Customer. (the aforesaid exclusion of liability includes the exclusion of liability for any plumber's, electrician's or other costs of any nature incurred by any party in removing and/or returning and/or reinstalling of any Goods supplied).
- (v) The exclusion of liability contained in 4(iv) above is absolute and no variation by the Customer, whether contained in the final order confirmation or any other document or correspondence, will over-ride this exclusion of liability.

### 5. DELIVERY/SHORTAGES/CLAIMS FOR DAMAGES OF GOODS:

- (i) Notwithstanding 5(ii) and 5(iii) below, signature of a delivery note will be confirmation that the correct Goods have been delivered in full and without damage.
  - (ii) Subject to 5(i), any shortages must be reported within 7 days from receipt of Goods, otherwise they will not be claimable.
  - (iii) Subject to 5(i), the Customer will be deemed to have accepted the Goods as being in accordance with it's order unless it notifies the Company in writing of any discrepancies within 7 days of receipt of any Goods.
  - (iv) No return of allegedly defective or faulty Goods will be accepted by the Company unless the Company has given prior written authorisation for the return.
- ### 6. RETURNED MERCHANDISE: (OTHER THAN UNDER WARRANTY).
- (i) Returns, other than under warranty, will be at the absolute discretion of the Company. Invoice number must be quoted.
  - (ii) Returned Goods may be subject to 25% restocking fee.
  - (iii) Where Goods supplied have been specially made or ordered for the Customer, there is strictly no return.

### 7. OVERDUE ACCOUNTS:

The Company reserves the right to charge interest, monthly, at the rate of 15% per annum on overdue accounts.

### 8. COSTS:

Should payment remain outstanding beyond the Customer's payment terms, the Customer will be liable for all costs, including legal costs (on a solicitor/own client basis) and mercantile agent fees, incurred by the Company in recovering the amount outstanding.

### 9. TITLE OF GOODS:

- (i) Title of Goods described on invoices issued by the Company to the Customer shall only pass to the Customer when full payment has been received by the Company for such invoiced Goods.
- (ii) Until full payment has been received by the Company, for the sold Goods, the Goods must be stored separately from other goods in the Customer's possession and must be clearly labelled as belonging to the Company.
- (iii) Should the Customer fail to pay for the Goods by the due date specified in the relevant invoice, the Customer will be deemed to have granted the Company a licence to enter any premises of the Customer where such Goods are stored to enable the Company to repossess such Goods.
- (iv) Notwithstanding any of the other terms of this document, if any amount whatsoever owing by the Customer to is not paid on the due date for payment, then all amounts owing by the Customer to the Company shall immediately become due, owing and payable to the Company. ( in addition the Customer's account will be placed on "stop credit/supply").

### 10. POWER TO SELL GOODS:

Nothing herein contained shall prevent the Customer from selling the Goods to any third party provided that the proceeds of any such sale shall be held in trust by the Customer, for the Company, until the Company has received payment in full for the Goods.

### 11. FORUM FOR DISPUTES:

The law applying from time to time in the state of Western Australia.