

These terms ("Terms") apply to all contracts between Flocontrol Pty Ltd trading as Flocontrol Valves and Automation (ABN 92 139 791674) ("Supplier") and the Customer for the sale and purchase of goods, including, but not limited to all types of valves, actuators, pumps, pipes, flange & fittings and many more ("Goods").

1. **Quotations.** All quotations for prices and availability of Goods provided by the Supplier are valid and capable of acceptance by the Customer for a period of 30 days from the date on the quotation unless specified otherwise.
2. **Prices.** Prices for Goods are the Supplier's net retail price for goods at the date of a purchase order. Prices are subject to any significant fluctuation in the input prices and exchange rates relating to those Goods as notified from time to time by the Supplier. Prices of custom-made goods are subject to reasonable margins being allowed for over or under making.
3. **Freight.** Freight costs are not included in the prices quoted for Goods and will be charged to the Customer at the Supplier's standard rates, which are available on written request.
4. **Mistake:** The Supplier reserves the right to correct mistakes in prices and quantities quoted in any quotation by giving written notice to the Customer at any time prior to the delivery of Goods. The Customer is deemed to accept the terms of the correction unless it gives two days written notice declining the corrected quotation.
5. **Payment:** All supplies of Goods to Customers are on a cash sale basis unless credit terms have been agreed to in writing, on the following terms:
 - (i) All accounts are to be settled in full within 30 days from date of invoice.
 - (ii) Upon a default in payment, then all monies due to the Supplier shall immediately become due and payable and shall be paid by the Customer within seven (7) days of the date of demand. Interest will accrue daily from the due date calculated as a rate of 2% per month.
 - (iii) Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Customer.
 - (iv) The Supplier can at any time require additional security from the Customer as considered reasonably necessary and can withhold supply of Goods until acceptable security has been granted by the Customer.
6. **Title and Risk.** Risk in relation to Goods passes to the Customer on delivery. Title to Goods does not pass to the Customer until full payment for the Goods has cleared in the account of the Supplier. The Supplier retains title to those Goods and to any proceeds from disposal of those Goods (to the extent traceable) for as long as there is any amount outstanding in relation to those Goods. Goods in the Customer's possession must be clearly identifiable as the property of the Supplier.
7. **Delivery.** Delivery dates are approximate and the Supplier will not incur any liability to the Customer arising from any unforeseen delay, failure or mistake in delivery of Goods.
 1. The Supplier will deliver goods at its option by road, rail or other means and delivery takes place as follows:
 - (i) If delivery is by rail, delivery takes place on receipt by the Supplier of delivery signature from the rail transport provider;
 - (ii) If delivery is other than by rail, delivery takes place at the Supplier's premises upon the receipt of a signature upon handover of the Goods to a carrier, notwithstanding that the carrier may be an employee of the Supplier.
8. **Claims.** Any claim for non-delivery, shortage in supply or damage occurring during the course of delivery or any claim for rejects by a Customer must be in writing and given to the manager of the Supplier within 24 hours of delivery.
9. **Return of Goods.** The Customer may not return any custom-made or specially produced or ordered Goods. All returns of unused Goods are subject to approval by the Supplier at its absolute discretion upon receiving a completed *Request for Credit Return Form* from the Customer. All credits for Goods that have been approved for return will be less a restocking fee and less any freight charges incurred by the Supplier. Any fabricated swept pipe fittings must not be stored in direct sunlight.
10. **Information Disclaimer.** The Customer is responsible for assessing the suitability of the Goods for their proposed use and relies solely on its own judgment and expertise and not in reliance on any documentation, information, statements, advice or representations provided by the Supplier.
11. **Use of Goods.** The Customer must ensure that all Goods are installed by adequately trained and accredited tradesmen with appropriate qualifications and experience. The Customer assumes all risk of liability of any nature including personal injury or damage to property resulting from installation and use of the Goods.
12. **Repossession.** Upon default in payment by the Customer, the Supplier may retake possession of Goods. All costs of such repossession of Goods by the Supplier will be payable by the Customer. Such rights shall be without prejudice to the Supplier's right to claim damages from the Customer for breach of contract. The Customer irrevocably authorises the Supplier and its servants and agents to enter upon the Customer's premises without notice at any time, for the purposes of examination or recovery of Goods.

13. **Intellectual Property.** The Supplier retains ownership of all intellectual property in any designs, blocks, dies, sketches and other originations used to manufacture Goods and the Customer consents to the ongoing use of all intellectual property provided by the Customer on a royalty-free basis.
14. **Liability and Indemnity.** The Supplier's liability to the Customer in relation to the Goods will never exceed the price of the Goods. The Supplier will not be liable for any consequential loss or damages, including (but not limited to) loss of profit, business revenue, goodwill, anticipated savings or damage to property. The Customer indemnifies the Supplier against any loss or expense arising from a Customer breach of these terms. The Customer indemnifies the Supplier against any claims made by a third party in respect of negligence, personal injury or death arising out of the supply of Goods to the Customer by the Supplier.
15. **Warranty.** The Supplier provides no express or implied warranties in relation to Goods except those warranties required by law. Should the Goods be defective, the Supplier's liability is limited to either (at its option) repair of the defective Goods, or the replacement of the Goods upon the Customer returning (at its cost) the defective Goods, or the refund of the price for the Goods to the Customer.
16. **Force Majeure.** For the purpose of this clause 16, Force Majeure Event means: an act of God, lightning, fire flood, explosion; strike, lock-out of other labour difficulty; breakage, accident of other damage to or failure of machinery or equipment; unavailability or shortage of raw materials, labour, power supplies or transport facilities; failure or inability to obtain licenses or the effect of any applicable laws, orders, rules or regulations of any government or competent authority; or any event which is not within the reasonable control of the Supplier. Where a Force Majeure Event prevents or delays the Supplier from performing any obligation under this agreement, that obligation is suspended as long as the Force Majeure Event continues.
17. **No Exclusion.** These Terms do not exclude any provisions required by Law to be included and any inconsistent provisions shall be severed from these Terms without affecting the enforceability of the remaining provisions.
18. **Severance:** If any of these terms or conditions is or becomes for any reason wholly or partly invalid that term or condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining conditions.
19. **Trust.** In the case of a Customer that is a trust, the trustee of the Customer enters this Agreement in its personal capacity as well as in its capacity as Trustee. The Trustee warrants that the trust is lawfully operating and that the assets of the trust shall be available to meet payment of the account.
20. **Change of ownership:** The Customer shall no later than 14 days prior to any proposed change of ownership, shareholders of the Customer or a Parent Company, alteration, addition to the shareholding or directorship, notify the Supplier of the proposed change.
21. **Jurisdiction:** The laws of the State of Western Australia apply to this Agreement and all contracts between the Supplier and the Customer, and unless varied by mutual consent all contracts shall be subject to the jurisdiction of any of the Courts of Western Australia.

Date: 07/05/2021