

Aqua Cooler Pty Ltd

Terms and Conditions of Sale

These terms apply to all products you buy from us. You cannot vary these terms without our written approval. All references to "us", "we", "our", etc. refer to Aqua Cooler Pty Ltd. All references to "you"; "your" etc. refer to the customer placing the order and its representatives and if more than one, each of them jointly and severally.

1.0 ORDERS

1.1 Prevailing Terms: We will not be bound by your order until we accept it, which we may do by delivering the products to you. If the terms of your order differ from these terms, these terms will prevail.

1.2 Order Form: You are responsible for checking the prices of products in your order and that your order sets out all products you require. We take no responsibility for any omissions or errors in the description of products or the prices set out in the order.

1.3 Method of Ordering: You may only make an order by contacting us in writing, by facsimile, by phone or by the Internet.

2.0 PRICE

2.1.a Variation(s) for Standard Products: Prices listed in our current product catalogue(s) are fixed until we issue a revised price list or otherwise notify you that the prices have been revised. Current prices for all items can be viewed online. We can vary prices at any time prior to accepting your order.

2.1.b Variation(s) for Capital Products and/or Customised Products: Prices listed on our Original Sales Quotation are fixed for a period of 60-days from the Original date of our Sales Quotation. We reserve the right to vary the Quoted Price in writing during this period based on material estimates from our Suppliers affecting your Products Construction Costs.

2.2 Amount. You will pay us according to the applicable prices at the date of delivery without deductions or setoff without prior, written consent on our behalf to said set off.

2.3 Payment Terms are listed in section 3 (below).

2.4 Change in Costs. If, in our sole opinion we cannot absorb any increase in costs (including production, freight, insurance or delivery) which arise after the date of your order but before delivery, the price you pay for your order will increase accordingly.

2.5 GST. Payments are to be made inclusive of any GST quoted on the invoice.

2.6 Methods of Payment. We accept payment by Electronic Funds Transfer (EFT), Cheque, Cash or Corporate Credit Cards) limited to MasterCard, Bankcard or Visa.

2.6a Electronic Funds Transfer (EFT) to:

Account Name:	Aqua Cooler Pty Ltd
Account Number:	4058 36957
BSB Number:	012 172

Additional Details for Overseas Customers Payments;

Branch Address:	Cnr York and Market Streets, Sydney NSW Australia
SWIFT Code:	ANZBAU3M

2.6b Cheque Payments to:

Aqua Cooler Pty Ltd
Attention: Accounts Receivable
PO Box 3225
LOGANHOLME QLD 4128

2.6a Corporate Credit Card Payments may be made by telephoning us directly on 1300 278 226 and following the prompts through to Accounts Receivable who will assist you over the phone accordingly.

3.0 PAYMENT TERMS

3.1a Payment prior to Delivery. We will invoice you prior to the scheduled delivery of your Order and you must then pay us prior to the Despatch of your Goods (by cleared funds) where a Credit Account Facility does not exist. (This will include all associated Freight Charges on your order).

3.1b Credit Facilities for standard Products and Services are only provided following the completion of our Application for Commercial Credit Form and its subsequent return to our Accounting Department for Reference Checks and Approvals.

Please note that this process will involve seeking Credit related Information from your nominated Referees, and may also involve Credit Checks with Registered Credit Reporting Agencies.

3.1c Payment following Delivery (where a Commercial Credit Account has been Approved by Aqua Cooler Pty Ltd). We will invoice you prior to the scheduled despatch of your Order and you must then pay us 30-days following the Date of our Sales Invoice. Failure to settle outstanding Sales invoices within this Term can result in the Temporary removal of Credit Facilities and in regular occurrences result in the forfeiture of a Credit Facility with Aqua Cooler Pty Ltd.

3.2 Payment for Capital Equipment or Customised Products (for Customers within the Commonwealth of Australia) are as follows;

3.2a A Non-Refundable Deposit Payment of 50% of the total Quoted Sales Value inclusive of GST is required prior to the commencement of Parts Procurement, Internal Manufacture and production scheduling.

3.2b Prior to the Despatch of your Products, the Balance of Payment of 50% of the total Quoted Sales Value inclusive of GST, *plus* all associated Freight and Delivery Charges is required prior to the Despatch of your Product(s), and

3.3 Payment for Capital Equipment or Customised Products (for Customers outside the Commonwealth of Australia) are as follows;

3.3a A Non-Refundable Deposit Payment of 50% of the total Quoted Sales Value inclusive of GST is required prior to the commencement of Parts Procurement, Internal Manufacture and production scheduling.

3.3b Prior to the Despatch of your Products, the Balance of Payment of 50% of the total Quoted Sales Value inclusive of GST, *plus* all associated Freight and Delivery Charges is required prior to the Despatch of your Product(s) from our Chester Hill, NSW Factory.

4.0 DELIVERY

4.1 Delivery Instructions. You must give delivery instructions in your order, and if possible, we will arrange for delivery in accordance with those instructions. You must ensure that someone is present to accept delivery of the products and the accompanying invoice on your behalf. As well as paying for the products, you will pay the carrier's costs of transporting the products from our warehouse in all cases.

4.2 Timing Estimates Only. Any times we quote for supply or delivery are estimates only. Delay in supply or delivery will not affect your obligation to accept or pay for the products.

4.3 Instalments. We reserve the right to supply or deliver by instalments. Each instalment will be deemed to be sold under a separate contract. You cannot refuse the order if we fail to supply or deliver any instalment.

4.4 Risk of Loss. You bear the risk of any deterioration, loss or damage to the products from the time they are delivered to the carrier, when that carrier is nominated by you.

4.5 Insurance. You are responsible for all insurance of the products in transit unless we otherwise agree in writing.

5.0 PRODUCT WARRANTY

5.1 Inspection on Delivery. You must inspect the products as soon as they are delivered and if you do not you will be deemed to accept the products.

5.2 Credit or Replacement. In our sole discretion, we may repair or replace defective or damaged products or provide you with an equivalent amount of credit provided that:

(a) You inspected the products on delivery and signed for them as damaged stock;

(b) You notified us of the damage or defect within 48 hours of delivery;

(c) You allow us access to inspect the products and investigate the complaint; and

(d) You have not used the products and they are in a saleable condition at the same time they are returned to us, otherwise, the products will be deemed to comply with your order and you will be bound to pay for them in accordance with these terms.

5.2.1 Approval and Procedure. After obtaining our approval, you may return the product to us and must comply with all directions that we give you, including which carrier you must use. Special and indent items will not be refunded. A special item is one that is manufactured or altered to meet the customer's specifications. An indent item is one that is not held in stock at Aqua Cooler Pty Ltd but is ordered from the standard stock held by manufacturer/supplier.

5.2.2 Transportation Costs. Aqua Cooler Pty Ltd will pay transportation costs associated with the return of products which do not perform as specified upon delivery. In all other cases you will be responsible for costs associated with the return of products requiring action under the warranty.

6.0 LIABILITY

6.1 Exclusion of Legislation. The provisions of all legislation, including the Trade Practices Act 1974 and the Fair Trading Act 1989, do not apply to these terms except to the extent that they are unable to be excluded.

6.2 Limitation of Liability. Subject to clause 5.1 and other product warranties set out in these terms -

(a) We give no warranty in relation to the products sold to you, their quality fitness for any purpose, their compliance with any description or sample or otherwise;

(b) Our liability to you in any way in relation to the sale of products to you will be limited to repairing or replacing the product at no additional charge or giving you a credit equal to the price you paid, whichever we deem appropriate. In no case will our liability extend to any direct, incidental or consequential damage to property, personal injury or loss of profit, nor will it extend to any External 3rd Parties in any situation whatsoever.

(c) All information contained in any of our publications represent generally the subject matter and price of the products but will not be taken as necessarily representing the products the subject of any order or the correct price and will not form part of any contract or agreement for supply; and

(d) Except as otherwise expressly provided in these terms, you release us from all actions, claims, demands, losses, liabilities, damages and expenses arising from or in relation to the supply of the products.

(e) Where possible, Aqua Cooler Pty Ltd has indicated products accredited as meeting relevant Australian or International standards. Customers are responsible for injuries resulting from the use of non-accredited furniture.

6.3 Reliance. You acknowledge that you have not relied on and have not been induced to purchase the products based on any representation by us other than as expressly recorded in these terms.

7.0 PASSING OF TITLE

7.1 Title Passes on Full Payment. Title to the products will not pass to you until we receive your full unconditional payment for them.

7.2 Default. If you are in default under these terms or commit an act pursuant to which bankruptcy or insolvency proceedings may be commenced against you then:

(a) We may immediately recover possession of the products from wherever they are stored;

(b) We may cancel deliveries to you;

(c) Payment of all monies which you owe to us will immediately become due and payable on demand:

(d) We may vary at our absolute discretion, the terms of payment or suspend or terminate any contract for the supply of products to you; and

(e) In addition to any other lien which we may be entitled to, we will be entitled to a general lien on all money and property belonging to you and in your possession to the extent of the unpaid price of any products.

7.3 No Compensation. You are not entitled to any compensation in relation to any action which we take under the previous clause.

8.0 GENERAL

8.1 Force Majeure. We will not be liable for any delays or loss or damage you suffer arising from any cause beyond our control. This includes but is not limited to delays in transportation, handling or supply, accidents, fire, labour disputes, the requirements of any law or Government agency or other circumstance whether or not of a similar nature beyond our reasonable control, until that cause has ceased to have effect.

8.2 Time. With the exception of the time for delivery, time shall be of the essence.

8.3 Relevant Law. These terms will be construed in accordance with the laws of Queensland and the parties wilfully agree to submit to the jurisdiction of the Queensland Courts.

8.4 Waiver. The failure of either party to exercise any rights under these terms will not waive that right, nor will any practice developed between us waive or lessen our respective rights under these terms.

8.5 Severance. Any provision of these terms which is found by a Court of competent jurisdiction or any competent Government authority to be invalid, illegal or unenforceable, will be severed from these terms and will be deemed never to have been part of them.