

Disclosure of Key Terms relating to the supply of goods or services to consumers

Section 47A Fair Trading Act 1987 (NSW) ("the Act")

Pursuant to section 47A of the Act, a supplier must, before supplying a consumer with goods or services in NSW, take reasonable steps to ensure the consumer is aware of the substance and effect of any term or condition relating to the supply of the goods or services that may substantially prejudice the interests of the consumer.

The following contains a summary of key terms in the attached Trading Terms between Purific Australia Pty Ltd (**Us, We, Our**) and the Customer (**You**), which You should be made aware of as per the requirements of the Act.

Words not defined in this summary have the same meaning as set out in the Terms:

1. Clause 4.3 - Exclusion of Warranties

This clause excludes all warranties not set out in the Terms or any other warranty document (to the extent possible) and makes clear that We are not liable to compensate you for:

- (a) Any increased costs or expenses you may incur;
- (b) Any loss of profit, revenue, business, contract or anticipated savings;
- (c) Any loss or expense resulting from a claim by a third party; or
- (d) Any special, indirect or Consequential Loss or damage of any nature.

2. Clause 5 – Limitation of Liability

This clause limits the remedies available to You if the Goods or services provided by Us are faulty, for example we may replace the Goods or provide a refund at our election.

This clause also seeks to limit the timeframe for any claim by You relating to the short delivery of Goods.

3. Clause 15 – Indemnity

This clause requires You to indemnify Us against any loss or damage We may suffer as a result of your breach of our Terms, which means You will pay us any loss or damage We suffer.

4. Clause 10 – PPSA Notice

This clause provides that by signing these Terms the Applicant waives any right or entitlement to receive notice of the registration of any security interest(s) created by these Terms on the Personal Property Securities Register.

Purific Australia Pty Ltd
ACN 669 003 089
(Company)
Trading Terms and Conditions
For Sale of Goods

These Trading Terms & Conditions ("**Terms**") apply (unless otherwise previously agreed in writing) to the supply of Goods by the Company to a Customer from time to time. Any supply of Goods by the Company to the Customer made after the date of acceptance of these Terms is a supply pursuant to the supply agreement constituted by these Terms and the relevant order accepted by the Company ("**Agreement**") and any such supply does not give rise to a new or separate agreement.

1 Interpretation

In these Terms unless the contrary intention appears:

Additional Charges includes all delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Customer to Company arising out of the sale/supply of the Goods and/or Services.

Consequential Loss means increased costs or expenses; loss of revenue; loss of profit or anticipated profit; loss of business; loss of business reputation; loss of opportunities; loss of anticipated savings; loss of goodwill; loss or expense resulting from a claim by a third party; special or indirect loss or damage of any nature whatsoever and any other loss suffered by a party as a result of a breach of this Agreement that cannot reasonably be considered to arise directly and naturally from that breach.

Customer means the person to or for whom the Goods and/or Services are to be supplied by Company.

Force Majeure Event means any event outside the reasonable control of the Company including acts of God, war, riots, strikes, lock outs, trade disputes, break downs, mechanical failures, interruptions of transport, government action, pandemic, epidemic or any other cause whatsoever, whether or not of a like nature to those specified herein.

Goods means water and fluid purification and any other goods sold to the Customer by the Company and includes any services provided by Company to Customer in relation to those goods.

Intellectual Property Right means any patent, registered design, patent,

trademark, copy-right, trade secret or any other proprietary right of a third party or parties, registered or unregistered, in any country.

Order means a written or verbal request by the Customer for Goods and/or Services from the Company.

PPSA means the *Personal Property Securities Act 2009 (Cth)*.

Purchase Price means the list price for the Goods and/or Services as charged by Company at the date of delivery or such other price as may be agreed by Company and the Customer prior to delivery of the Goods and/or Services.

Quotation means the quotation for the supply of Goods and/or Services provided by the Company to the Customer.

Services means any services provided to the Customer by the Company, including without limitation any repair and maintenance services to water and fluid purification goods.

Specifications means any specifications for the Goods and/or Services provided to the Customer.

2 Order for Goods

2.1 An Order given to Company (or a Quotation provided to the Customer) is binding on the Company and the Customer, if:

2.1.1 a written acceptance of the Order is signed for or on behalf of the Company; and/or

2.1.2 the Goods and/or Services are supplied by Company in accordance with the Order.

2.2 An acceptance of the Order by the Company is then to be an acceptance of these Terms by the Company and the Customer and these Terms will override

any conditions contained in the Customer's order. The Company reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods and/or Services to the Customer. No order is binding on Company until accepted by it.

- 2.3 An Order which has been accepted in whole or in part by Company (or a Quotation that has been accepted in whole or in part by the Customer) cannot be cancelled by the Customer without obtaining the prior written approval of Company, which it may refuse in its absolute discretion.
- 2.4 These Terms are subject to any express terms to the contrary contained in any Quotation.

3 Specific Purpose

- 3.1 The Customer acknowledges that it relies on its own skill and judgment in respect of the suitability of the Goods and/or Services for the specific purposes of the Customer and warrants that it has reviewed and understood any Specifications and product safety instructions and manufacturer's guidelines and any other advice provided to the Customer in connection with the Goods and/or Services (including without limitation the effectiveness and error rate of the Goods).
- 3.2 Where the Company has accepted an Order by the Customer for the supply of Goods and/or Services for a specified purpose, the Company will not be liable to the Customer where (without limitation):
- 3.2.1 the Customer does not use the Goods in accordance with the product safety instructions and warnings and manufacturer's guidelines; and/or.
- 3.2.2 The Customer's claim relates to a limitation in the effectiveness or use of the Goods and/or Services outlined in the Specifications or manufacturer's guidelines or any other document or advice provided to the Customer prior to delivery of the Goods and/or Services; and/or
- 3.2.3 The Customer's claim relates to a fact or circumstance that a person in the Customer's position having undertaken reasonably prudent investigations into the functionality of the Goods and/or Services would have been aware of.

- 3.3 The Company cannot warrant or guarantee that the Goods and/or Services supplied to the Customer will satisfy or meet any specific standards, certifications, accreditations or other similar requirements, other than the Company's own (but subject to the provisions of clause 7.7).

4 Warranties

- 4.1 In the event that the Quotation states that the 'Purific Warranty' applies, then the Company warrants that the Goods supplied by the Company are to be free from defects for a period of 12 months from the date of purchase subject to the terms and conditions of Schedule 1 ("**Warranty**") (please see Schedule 1 for further details). For the avoidance of doubt the Warranty does not apply in respect to any Goods where the Quotation for those goods does not expressly state that the Purific Warranty applies.
- 4.2 If the Customer is deemed to be a consumer pursuant to the Australian Consumer Law, then:

4.2.1 For Goods:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

4.2.2 For Services:

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value

You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

- 4.3 To the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms or in another warranty document given by the Company are excluded and the Company is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for:
- 4.3.1 any increased costs or expenses;
 - 4.3.2 any loss of profit, revenue, business, contracts or anticipated savings;
 - 4.3.3 any loss or expense resulting from a claim by a third party; or
 - 4.3.4 any special, indirect or Consequential Loss or damage of any nature whatsoever including without limitation where caused by the Company's failure to complete or delay in completing the order to deliver the Goods and/or Services.

5 Limitation of Liability

- 5.1 The Company's liability is limited, to the extent permissible by law and at the Company's option, to;
- 5.1.1 in relation to the Goods:
 - 5.1.1.1 the replacement of the products or the supply of equivalent products
 - 5.1.1.2 the repair of the products
 - 5.1.1.3 the payment of the cost of replacing the products or of acquiring equivalent products; or
 - 5.1.1.4 The payment of the cost of having the products repaired
 - 5.1.2 In relation to the Services:
 - 5.1.2.1 the supply of service again; or
 - 5.1.2.2 the payment of the cost of having the services supplied again.
- 5.2 To the extent permitted at law, any claims to be made against the Company for short delivery of Goods and/or Services must be

lodged with the Company in writing within 7 days of the delivery date.

6 Delivery

- 6.1 The times quoted by the Company for delivery are estimates only and the Company accepts no liability for failure or delay in delivery of the Goods and/or Services. The Customer is not relieved of any obligation to accept or pay for Goods and/or Services by reason of any delay in delivery. Goods and/or Services may be delivered by instalments at the discretion of Company.
- 6.2 Risk in accepting the Goods and/or Services passes on delivery to the Customer.
- 6.3 All Additional Charges are payable by the Customer in addition to the Purchase Price of the Goods and/or Services.
- 6.4 Return of Goods will not be accepted by Company except by prior agreement in writing with Company. Any Goods returned will be subject to a restocking charge of 10% of the Purchase Price of those Goods.

7 Price and Payment

- 7.1 The Customer must pay the Purchase Price and the Additional Charges to Company.
- 7.2 If the Customer is in default, the Company may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.
- 7.3 All payments are due within 30 days of the date of invoice subject to any alternative payments terms set out in any Quotation. Interest is charged at the rate of 1.5% from the expiry of that period until the date payment is received by Company.
- 7.4 All amounts payable by the Customer under these Terms must be paid without set-off or counter claim of any kind.
- 7.5 The Purchase Price set out in any Quotations are to be treated as estimates only and subject to withdrawal, correction or alteration at any time before acceptance of the Customer's Order by the Company.
- 7.6 We reserve the right to increase the Purchaser Price on fourteen (14) days' notice to the client to capture increases in the cost of supplying the Goods and/or

Services , including but not limited to the increase in the cost of labour, parts and currency fluctuations:

7.6.1 In the event of a price increase, the Customer has the option within the 14 day notice period to accept the amended prices or cancel the Order to the extent no Goods and/or Services (as applicable) have been supplied. Upon expiry of the 14 day notice period the price variation will be deemed to be accepted by the Customer.

7.7 For the avoidance of doubt, the Company is not liable to the Customer for any loss or damage in connection with the Goods and/or Services (including without limitation any loss or damage arising out of defects to the Goods and/or Services) due to:

7.7.1 misuse, abuse or neglect by the Customer;

7.7.2 fire, flooding, accidents or any natural disaster or any Force Majeure Event (including without limitation any fire or flood at the Customer's premises);

7.7.3 relocation, reinstatement and/or moving of the Goods by persons other than the Company's employees or persons authorised, in writing, by the Company to provide services relating to the Goods **(Authorised Service Providers')**

7.7.4 transportation of the Goods contrary to the Company's packing and transportation specifications;

7.7.5 malfunction of, or damage to the Goods from transportation, reinstallation and moving of the Goods by persons other than the Company's employees or Authorised Service Providers;

7.7.6 servicing, dismantling, interference, changes, alterations, additions or modifications made to the Goods by persons other than the Company's employees or Authorised Service Providers;

7.7.7 electrical power failure or any environmental factor;

7.7.8 third party software;

7.7.9 malfunction of, or damage to the Goods caused by using non-genuine

consumables or parts in the Goods not supplied by the Company;

7.7.10 malfunction of, or damage to, the Goods or any part of it, or any damage caused by the Goods, through the negligence or improper operation of the Goods, including without limitation:

7.7.10.1 excessive use;

7.7.10.2 any use contrary to the Specifications and / or the Company's or manufacturer's instructions or advice;

7.7.10.3 any use contrary to the manufacturer's guidelines

except where such negligence or improper operation was by the Company.

7.7.11 in the event that the Company agrees to remove any old or redundant water or fluid purification goods or any other devices or equipment owned or used by the Customer at any location, the Customer agrees that the Company is not obliged to provide or pay for any make-good services or works in connection with such removal, unless stated otherwise in the Quotation.

8 Intellectual Property

8.1 All branding and artwork provided by the Company is the intellectual property of the Company. Artwork and branding supplied will only be used for the purposes of satisfying these Terms.

8.2 The Customer warrant that the use by Company of any intellectual property provided by the Customer to the Company so that the Company may provide the Goods and/or Services under these Terms does not infringe any Intellectual Property Rights.

8.3 The Customer must indemnify and keep indemnified the Company against any and all liabilities, expenses, losses and/or damages including attorney's fees whether direct, indirect or consequential, arising from a third party, alleging that the Goods infringe the Intellectual Property Rights of the third party due to Company's use in the production of the Goods of any branding, artwork or other intellectual

property provided to the Company by the Customer.

9 Default and Retention of Title

- 9.1 Ownership, title and property in the Goods and in the proceeds of sale of those Goods remains with the Company until payment in full for the Goods and all sums due and owing by the Customer to the Company on any account has been made. Until the date of payment the Goods are always at the risk of the Customer.
- 9.2 The Customer is deemed to be in default of this Agreement immediately upon the happening of any of the following events:
 - 9.2.1 if any payment to the Company is not made promptly before the due date for payment;
 - 9.2.2 the Customer breaches any essential term of this Agreement;
 - 9.2.3 the Customer breaches a non-essential term of this Agreement and fails to remedy such default to the satisfaction of the Company within 14 days of being provided notice by the Company of such default; or
 - 9.2.4 if the Customer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Customer payable to Company is dishonoured;
- 9.3 In the event of a default by the Customer, then without prejudice to any other rights which the Company may have at law or under this Agreement the Company may do any of the following:
 - 9.3.1 the Company will be entitled to cancel all or any part of any Order which remains unfulfilled and/or immediately terminate this Agreement;
 - 9.3.2 Company or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods;
 - 9.3.3 Company may recover and resell the Goods;
 - 9.3.4 if the Goods cannot be distinguished from similar Goods which the Customer has or claims to

have paid for in full, the Company may in its absolute discretion seize all goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of Company and the Customer may be ascertained. Company must promptly return to the Customer any goods the property of the Customer and Company is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods; or

- 9.3.5 In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for Company. Such part will be an amount equal in dollar terms to the amount owing by the Customer to the Company at the time of the receipt of such proceeds. The Customer will pay Company such funds held in trust upon the demand of Company.
- 9.4 In the event of any termination of cancellation by the Company in accordance with clause 9.3 all amounts owing to the Company will, whether or not due for payment, become immediately payable.
- 9.5 Separately, Customer hereby charges all its right, title and interest to and in the proceeds of sale of the Collateral (as defined in the PPSA) as original collateral, or any of it, in favour of the Company.
- 9.6 The Company is deemed to be in default of this Agreement upon the happening of any of the following events:
 - 9.6.1 the Company breaches any essential term of this Agreement; or
 - 9.6.2 the Company breaches a non-essential term of this Agreement and fails to remedy such default to the satisfaction of the Customer within 14 days of being provided notice by the Customer of such default.
- 9.7 If the Customer is deemed to be a consumer pursuant to the Australian

Consumer Law then in the event of a default by the Company of the kind specified in clause 9.6, then the Customer will be entitled to cancel all or any part of any Order which remains unfulfilled (without prejudice to any other rights which the Customer may have at law or under this Agreement).

10 PPSA

10.1 Defined terms in this clause have the same meaning as given to them in the PPSA.

10.2 The Company and the Customer acknowledge that these Terms constitute a Security Agreement and entitle the Company to claim:

10.2.1 a Purchase Money Security Interest ("PMSI") in favour of Company over the Collateral supplied or to be supplied to the Customer as Grantor pursuant to these Terms; and

10.2.2 a security interest over the proceeds of sale of the Collateral referred to in (a) as original collateral.

10.3 The goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other Goods" acquired by the Customer pursuant to these Terms.

10.4 The Proceeds of sale of the Collateral referred to in clause 10.2.1 falls within the PPSA classification of "Account".

10.5 The Company and the Customer acknowledge that Company, as Secured Party, is entitled to register its Security Interest in the Collateral supplied or to be supplied to Customer pursuant to these Terms and in the relevant Proceeds.

10.6 To the extent permissible at law, the Customer:

10.6.1 waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer to Company.

10.6.2 agrees to indemnify Company on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;

10.6.2.1 registration or amendment or discharge of

any Financing Statement registered by or on behalf of Company; and

10.6.2.2 enforcement or attempted enforcement of any Security Interest granted to Company by the Customer;

10.6.3 agrees that nothing in sections 130 and 143 of the PPSA will apply to these Terms or the Security under these Terms;

10.6.4 agrees to waive its right to do any of the following under the PPSA:

10.6.4.1 receive notice of removal of an Accession under section 95;

10.6.4.2 receive notice of an intention to seize Collateral under section 123;

10.6.4.3 object to the purchase of the Collateral by the Secured Party under section 129;

10.6.4.4 receive notice of disposal of Collateral under section 130;

10.6.4.5 receive a Statement of Account if there is no disposal under section 132(4);

10.6.4.6 receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.

10.6.4.7 receive notice of retention of Collateral under section 135;

10.6.4.8 redeem the Collateral under section 142; and

10.6.4.9 reinstate the Security Agreement under section 143.

10.6.5 All payments received from the Customer must be applied in accordance with section 14(6)(c) of the PPSA.

11 Liens

The Customer acknowledges that the Company may have a common law or statutory lien over the Goods. In the event that there is no such lien, the Customer agrees that Company has a general lien over all Goods including the right to sell the same where the Customer is in default under these Terms.

12 On-Sale

The Customer agrees that upon the on-sale of any Goods to third parties, it will:

- 12.1 inform any third party involved of these Terms;
- 12.2 inform any third party of Company's product warranties if any; and
- 12.3 not make any misrepresentations to third parties about the Goods.

13 Trustee Capacity

If Customer is the trustee of a trust (whether disclosed to Company or not), Customer warrants to Company that:

- 13.1 Customer enters into this Agreement in both its capacity as trustee and in its personal capacity;
- 13.2 Customer has the right to be indemnified out of trust assets;
- 13.3 Customer has the power under the trust deed to enter into this Agreement; and
- 13.4 Customer will not retire as trustee of the trust or appoint any new or additional trustee without first advising the Company.

14 Storage Services

14.1 The Company may offer the Customer storage services free of charge for the storage by the Company of the Customer's goods (the '**Storage Services**'), in which case the Company will not be liable to the Customer for any loss or damage in connection with the Storage Services, including any loss or damage suffered by the Customer in connection with the following matters:

- 14.1.1 any damage to the Goods while they are in the possession of the Company for the storage purposes, including without limitation any damage that occurs while in transit to and from the Company's or the Customer's premises;
- 14.1.2 the loss (partial or whole) of the Goods while in storage or transit;

14.1.3 the Goods no longer functioning once they are re-installed at the Customer's premises due to the fact that they have been damaged or have not been maintained/serviced during the storage period.

14.2 The Company is not responsible for maintaining or servicing the Customer's goods while in the possession of the Company in connection with the Storage Services.

15 Indemnity

To the full extent permitted by law, the Customer will indemnify the Company and keep the Company indemnified from and against any liability and any loss or damage the Company may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with:

- 15.1 any improper use of the Goods and/or Services;
- 15.2 any matter outlined in clause 7.7 of these Terms (except to the extent caused or contributed to by the Company); and
- 15.3 any breach of any of these Terms or the Agreement by the Customer or its representatives.

16 Force Majeure

16.1 The Company will not be liable for the consequences of any failure or delay in performing any of its obligations under these Terms to the extent that such failure or delay is due to any Force Majeure Event.

16.2 If a Force Majeure Event arises, the Company will notify the Customer in writing of the Force Majeure Event and the likely impact it will have on the Company's performance under these Terms. If the Force Majeure Event affects the capacity of the Company to complete its material obligations under these terms in a timely manner, the Company may by notice to the Customer terminate this Agreement without any liability whatsoever on its part arising from that termination.

16.3 In the event that the Customer is deemed a Consumer under the Australian Consumer Law, then the Customer will not be liable for the consequences of any failure or delay in performing any of its obligations under these Terms to the extent that such failure or delay is due to any Force Majeure Event. If a Force Majeure Event arises, the Customer will notify the Company in writing of the Force

Majeure Event and the likely impact it will have on the Customer's performance under these Terms. If the Force Majeure Event affects the capacity of the Customer to complete its material obligations under these terms in a timely manner, the Customer may by notice to the Company terminate this Agreement without any liability whatsoever on its part arising from that termination provided that nothing in this clause 16.3 excuses the payment of any monies due by the Customer pursuant to or in connection with this Agreement.

17 Subcontract

In the performance of its obligations hereunder, the Company shall have the right, in its sole discretion, to subcontract its rights and responsibilities to any third party, and the Company shall remain responsible for the performance of any such third party.

18 General

18.1 Neither party excludes or limits the application of any statute (including but not limited to the *Competition and Consumer Act 2010 (Cth)* (**CCA**) as amended from time to time and its schedule 2, the Australian Consumer Law), where to do so would contravene that statute or cause a provision of these Terms to be void. Any stated exclusion or limitation in this Terms is only to the full extent permitted at law.

18.2 These Terms are to be construed in accordance with the laws from time to time in the State of New South Wales and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect to any proceedings in connection with these Terms.

18.3 These Terms contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.

18.4 Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Agreement.

18.5 The Customer has been provided with an opportunity to seek independent legal and financial advice prior to entering into this Terms.

18.6 The Customer acknowledges that it has been provided with an opportunity to read, consider, negotiate and discuss any of these Terms with the Company prior to entering into the Terms.

18.7 No waiver of any of these Terms or failure to exercise a right or remedy by Company will be considered to imply or constitute a further waiver by Company of the same or any other term, condition, right or remedy.

Signature: _____

Position: _____

Date: _____

Schedule 1 – Warranty Statement