



IT'S WATER. REFRESHED.

1 DEFINITIONS

For the purpose of these Terms and Conditions of Sale, the following definitions apply:

- a) "Company" means Zip Industries (Aust) Pty Ltd (ACN 000 072 257) or Zip Heaters (Aust) Pty Ltd (ACN 000 578 727), or any Related Body Corporate to any of those companies as defined by the Corporations Act;
- b) "Returns and Damage Allowance Terms and Conditions" means those terms and conditions published on www.zipwater.com from time to time;
- c) "Customer" means any person at whose request or on whose behalf the Company provides a service;
- d) "GST" means the Goods and Services Tax imposed in Australia by legislation;
- e) "Order" means an order by the Customer to the Company requesting supply of Goods;
- f) "Person" includes persons or any body or bodies corporate;
- g) "Goods" means all goods and services purchased or ordered by the Customer from the Company;
- h) "Indent" means an order for product to be exported or imported;
- i) "Custom" means product made according to the specifications of an individual purchaser;
- j) "Permitted Security Interest" means any security interest which the Company consents to or otherwise agrees in writing with the Customer will be a Permitted Security Interest for the purposes of these terms and conditions;
- k) "PPSA" means the Personal Property Securities Act 2009 (Cth);
- l) "PPSR" means the Personal Property Security Register;
- m) "Purchase Money Security Interest" that has the meaning prescribed to it in the PPSA;
- n) "Security Interest" includes any security interest under the PPS Act;

2 GENERAL

The Company and the Customer shall be bound by these terms and conditions. No term or condition contained in the Customer's Order shall be allowed to amend or delete any of these terms and conditions unless expressly agreed in writing by a duly authorised officer of the Company. Changes to the terms and

conditions of sale will apply to all new Orders after notification.

3 ACCEPTANCE OF GOODS

- 3.1 It is the customer's responsibility when entering into this contract or ordering to ensure the Goods and services ordered conformed to the Customer's requirements and are suitable and sufficient for the customer's purpose.
- 3.2 It is the customer's responsibility to provide all information necessary to enable performance of the contract and the customer shall be responsible for any costs arising directly or indirectly from any error or omission in that information or any delay in providing that information.
- 3.3 Failure by the Customer to notify the Company of any non-conformity to description or the terms and conditions of this contract shall constitute an irrevocable acceptance of the Goods by the Customer.

4 PRICE

- 4.1 Prices quoted shall not be subject to change within 30 days from the date of quotation.
- 4.2 Prices quoted are exclusive of GST and the Customer is required to pay any GST payable by the Company in respect to the supply of Goods at the same time that the price is required to be paid by the Customer to the Company.

5 PAYMENT TERMS AND CREDIT POLICY

- 5.1 The Company may require a deposit on Order and any balance of the price owing must be paid either before or on delivery of the Goods to the Customer.
- 5.2 Where credit terms have been granted by the Company and the Company has agreed to provide the Goods to the Customer on credit terms of "Net 30 Days from Statement Date". Credit approval once granted may be withdrawn at any time. Where credit approval has not been granted, or is withdrawn, payment of all Goods supplied is required prior to delivery.
- 5.3 A service fee may apply to any payments made by credit card.
- 5.4 The Customer must pay the Company the amount set out in invoices within the agreed terms from the date on which the invoice was raised. The Company may charge interest on all amounts not paid by the Customer within the time for payment at a rate of 8% per annum above the RBA cash rate. Interest shall be calculated daily and capitalised monthly from the due

date of payment until payment has been received in full. If the Customer defaults in payment of any invoice when due and payable, the Customer shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt.

6 FREIGHT

- 6.1 Prices quoted are F.I.S. to Sydney, Melbourne, Geelong, Brisbane, Adelaide, Perth, Hobart, Launceston, Canberra, Darwin, Townsville, Newcastle and Wollongong. Freight to other destinations will be charged to the Customer's account.
- 6.2 All orders under \$100.00 (excl GST) are subject to a freight charge of \$19.90 (excl GST).

7 PRIVACY ACT

The Customer also agrees to the Company collecting, using and disclosing personal information of the Customer for the purpose of supply of the Goods to the Customer and the management of the Customer's account.

8 DELIVERY

- 8.1 Any times quoted by the Company for delivery of the Goods are estimates only and the Company shall not be liable for any failure to deliver or for any delay in delivery.
- 8.2 The Customer shall not be relieved of any obligation to accept or pay for Goods ordered by reason of any delay in delivery or dispatch.
- 8.3 In the event that the Customer is unable to accept delivery of the Goods as arranged, then the Company shall be entitled to charge a reasonable fee for redelivery. Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purpose of the Terms.

9 RETENTION OF TITLE

- 9.1 As long as the Customer owes the Company any part of the sale price for Goods supplied at any time the Company shall retain the legal title in all Goods supplied and not yet used or resold. The Customer shall keep such Goods stored separately during the time he has them in such a way that Goods remain identifiable and shall hold such Goods as bailee for the Company. When such Goods are filled or used, even with loss of identity, legal title to the resultant product shall vest in the Company.
- 9.2 If the Customer resells the Goods aforesaid before all moneys payable by the Customer to the Company have



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been paid, the Customer agrees that it holds the proceeds of re-supply of the Goods on trust for and as agent for the Company immediately when they are receivable or received, such proceeds to be kept in a separate account.

9.3 It is further accepted, acknowledged and agreed that:

- a) the retention of title clause herein constitutes a security agreement for the purposes of the PPSA which creates a Security Interest in all Goods including any Commingled Goods. It is the intention of the Company and the Customer that upon registration of the Company's Security Interest on the PPSR a Purchase Money Security Interest will result; and
- b) until such time as ownership of the Goods shall pass from the Company to the Customer, the Company may give notice in writing to the Customer to return the Goods to the Company. Upon such notice the Customer's rights to obtain ownership or any other interest in the Goods shall cease.

10 STATUTORY GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAWS

10.1 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures to a service we provide our consumer are entitled:

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

10.2 Our customers are also entitled to a replacement or refund for major failures with goods we supply. If a failure with a goods or a service does not amount to a major failure, our customers are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the services and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

11 WARRANTY AND LIABILITY OF COMPANY

11.1 To the extent permitted by law, liability of Company for breach of this contract by the Company or negligence of the Company or for

breach of any conditions or warranty implied by the Competition and Consumer Act, 2010 and / or the Sales of Goods Act 1896 (as amended) shall be limited to one of the following at the Company's option:

- a) the replacement of the Goods or the supply of equivalent Goods; or
- b) the repair of the Goods; or
- c) the payment of the costs of replacing the Goods or of acquiring equivalent Goods; or
- d) the payment of the cost of having the Goods repaired.

11.2 To the full extent permitted by law all other warranties or liabilities imposed or implied whether by law or by statute are expressly negated.

11.3 Customer shall assume all risk and liability resulting from the use of the Goods either alone or in conjunction with other Goods or materials even if Company had or should have had prior knowledge of use to which the Goods would be put.

11.4 To the extent permitted by law, the Company is not liable to the Customer for any indirect or consequential losses, loss of profits or use, any rectification costs or third party claims in connection with providing the Goods.

12 INTELLECTUAL PROPERTY

The company owns and will retain the ownership of all intellectual property, copyright and design rights in and to the Goods the services any associated documentation and owns and will retain the ownership of any associated documentation produced in connection with the Goods and services.

13 SECURITY INTEREST

13.1 The Customer hereby acknowledges that these terms and conditions of sale constitute a security agreement which creates a Security Interest in favour of the Company and in all Goods supplied by the Company to the Customer and all after acquired Goods supplied to the Customer by the Company (or for the Customer's account) to secure the payment from time to time for Goods, including future advances. The Customer agrees to grant to the Company a Purchase Money Security Interest.

13.2 The Customer gives the Company a Security Interest in all of its present and after acquired property in which Goods supplied or financed by the Company have been attached or incorporated, including any

Commingled Goods and in any proceeds of sale of Goods.

14 GENERAL COVENANTS

14.1 Until such time as payment in full has been received by the Company from the Customer in respect to an Order, the Customer covenants to the Company not to create, cause or permit to exist any other Security Interest over any Goods the subject of the applicable Order, other than a Permitted Security Interest and covenants that it shall comply with the terms of each Permitted Security Interest binding on it in respect of the relevant Goods from time to time and shall ensure that:

- a) there is no increase in the amount secured under a Permitted Security Interest (excluding any part of a Permitted Security Interest which is a purchase money security interest); and

14.2 there is no variation to a Permitted Security Interest that increases the collateral the subject of the Permitted Security Interest, other than in the case of a purchase money security interest, without obtaining the prior written consent of the Company.

14.3 The Customer covenants to the Company that it shall sign anything and do anything the Company requires to further or more effectively secure the Company's rights over the applicable Goods or under these terms and conditions. This includes anything the Company requires in order for it to:

- a) register and maintain (including renew before expiry) one or more financing statements in relation to any Security Interest in the relevant Goods created by these terms and conditions and/or any Order;
- b) remove any financing statement which is registered against the Customer or in relation to a Security Interest which is not a Permitted Security Interest; and
- c) obtain possession or control of any Goods for the purposes of perfecting any Security Interest in that property by possession or control for the purposes of the PPS Act.

14.4 The Customer waives its rights to receive a verification statement in respect of any financing statement or financing change statement registered by or on behalf of the Company under the PPSA to the extent permitted by



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the PPSA and agrees to that as between the Company and the Customer, to the extent permitted by the PPSA, the Customer will have no rights under (or by reference to) sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA.

15 RETURN OR REJECTION OR ITEMS SUPPLIED

15.1 Except for defective items supplied by the Company, items returned for credit will only be accepted subject to the following conditions:

- a) Items returned must not be obsolete, incomplete, damaged or otherwise imperfect.
- b) No claims for "damaged in transit" or for "short supply" will be considered unless notice in writing is received by the Company within two (2) days of the date of the Proof Of Delivery (POD). Any goods returned and accepted, as defective will be credited at invoiced value or replaced upon return of goods to the Company's warehouse.
- c) Items cannot be rejected unless damaged, defective or incorrectly supplied. Items specially produced or procured to the Customer's order cannot be rejected as being unsuitable or because they are no longer required by the Customer.
- d) Goods returned which are not subject to a genuine warranty claim may be subject to a Restocking Fee charge of 20% of the invoice price (excl GST) to offset the Company's costs in any quality rechecking, packaging and administrative costs of such returns.
- e) All returns MUST have accompanying paperwork quoting a Return Authority Number (RAN) before goods are accepted back into our warehouse. A Return Authority Number (RAN) can be obtained by calling the Zip Customer Care Centre on Free Call 1800 ZIP TAP (1800 947 827).

15.2 Customers of Zip must in addition to the terms in clause 15.1 also comply with the Returns and Damage Allowance Terms and Conditions.

16 PACKING METHOD OF DELIVERY AND POINT OF DELIVERY

16.1 The sale of all Items will be subject to the following conditions:

- a) For ease of handling and protection during transit, selected Items, at the Company's option may be packaged.
- b) The method of delivery will be as nominated by the Company unless otherwise specified by the Customer.
- c) Unless otherwise specified, the point of delivery will be as nominated by the Customer, provided that access is reasonable in the opinion of the Company.
- d) The customer at his own expense shall provide all necessary facilities, labour and equipment to off-load the Items at the nominated point of delivery unless otherwise specified.

17 ERRORS IN COMPANY DOCUMENTS

17.1 Clerical errors and misprints in computation, typing or otherwise in the Company's documentation including catalogues, price lists, dispatch dockets, invoices and statements, or adjustment notes shall be subject to correction by the Company by means of reissue of the document or by adjustment advices.

18 WARRANTY

18.1 The Company provides warranty as detailed on the warranty card attached to products.

19 GUARANTEE

In consideration of the Company having agreed to the Customer's request to supply Goods/services, and to grant credit facilities to the Customer, the Director/s referred to under the Indemnity on the credit application form hereby jointly and severally guarantee to the Company the payment on demand of all monies which are or shall be hereafter due to the Company by the Customer.

20 JURISDICTION

These Terms and Conditions of Trade shall be construed and take effect in accordance with the laws in force in the state of New South Wales and the Customer hereby irrevocably submits to the exclusive jurisdiction of the courts of New South Wales.

21 EXTRAORDINARY EVENTS BEYOND OUR CONTROL

The Company will have no liability to the Customer in relation to any loss, damage or expense caused by the Company's failure to complete an order or delivery or contract as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, industrial action, lock out, war or the inability of the Company's suppliers to supply necessary materials or any other matter beyond the Company's control.

22 WAIVER

No conduct by the Company with respect to any default of the Customer and the performance of any obligation or condition of this Contract shall be deemed to be a waiver of that or any other obligations or condition.