OLEOLOGY
ENGINEERING OIL-FREE WATER

Terms and Conditions of Sale

1. Definitions:

1.1. '**Buyer'** means the purchaser of any Product and Services specified on a Purchaser Order submitted to the Company by, or on behalf of, the Buyer.

1.2. '**Company'** means **as OLEOLOGY Pty Ltd (ACN 101 443 663)**

1.3. '**Product(s) and Services**' means the Products and, if any, Services specified on a Purchase Order issued by the Buyer to the Company.

1.4. '**GST**' means Goods and Services Tax as determined in accordance with the GST Act.

1.5. '**GST Act**' means the **A New Tax System (Goods and Services and Services) Act 1999**.

1.6. '**PPSA'** means the **Personal Properties Securities Act 2009**.

1.7. '**PMSI'** means a purchase money security interest as defined by the PPSA.

1.8. '**Product(s)**' means the products ordered by the Buyer and to be supplied by the Company as set out in the Purchase Order.

1.9. **'Purchase Order'** means the order submitted by the Buyer to the Company which comprises an offer by the Buyer to the Company to purchase the Products and Services from the Company.

1.10. **'Security Interest'** and **'purchase money security interest', 'attached', 'attachment', 'perfected', accession', 'commingled'** and all related terms have the meanings given them by the PPSA.

1.11. **'Services'** means the services ordered by the Buyer and to be supplied by the Company as set out in the Purchase Order.

2. General

2.1. The terms and conditions in this Contract apply to all sales of Product and Services by the Company to the Buyer (including any sale to which a quotation relates) and supersede any previous terms of trade applying between the Company and the Buyer (however communicated).

2.2. The terms and conditions in this Contract prevail over any Buyer's terms of trade so that any sale by the Company is on the terms and conditions in this Contract.

2.3. The Company may change these terms and conditions at its own discretion and such amended terms and conditions in this Contract will be either posted on the Company's website or provided in writing to the Buyer and will apply to all future Product and Services ordered by the Buyer from the date of such notice changing the terms and conditions of the Contract.

3. Pricing and Delivery

3.1. The price of the Product(s) and Services is to be calculated by the Company by reference to the Company's proposed price.

3.2. The Buyer agrees that the delivery docket for the Products signed, whether by any employee of the Buyer or any other person signing for or on behalf of the Buyer, shall be conclusive evidence of delivery of the Products by the Company to the Buyer.

3.3. The terms of the Purchase Order are free on board from the Company's premises.

4. Orders

4.1. A Purchase Order for Product and Services constitutes an offer to purchase the Product and Services by the Buyer subject to the terms and conditions in this Contract.

4.2. Purchase Orders submitted by the Buyer and accepted by the Company may not be cancelled or altered in whole or in part without the Company's written consent.

4.3. In placing any Purchase Order the Buyer expressly represents that the Buyer:

(a) Is solvent; and

(b) Has not committed an act of bankruptcy; and

(c) Knows of no circumstances which would entitle any creditor or secured creditor to appoint a receiver over the Buyer or which would entitle any creditor or shareholder to apply to the Court to liquidate the Buyer or exercise any other rights over or against the Buyers' assets.

(d) Restocking fees apply as follows. Sealed, dry, undamaged boxes attract a 15% restocking fee. Open boxes attract a 30% restocking fee. The client is to pay the freight for the return of the goods.

5. Terms of Payment

5.1. All invoices are due and payable by the Buyer in full as per the invoice or milestone payments as specified in the Purchase Order.

5.2. Should the Buyer fail to pay the Company's invoices by the due date then:

(a) The Company may charge interest on any overdue invoice at eight per cent (8%) calculated and payable daily and compounded from the due date until the invoice is paid in full, and;

(b) The Buyer shall pay all of the Company's costs and expenses (including legal costs determined as between solicitor/own client and/or collection agency fees) which may be incurred in the recovery or attempted recovery of the overdue amounts under any Purchase Order or otherwise from the Buyer.

5.3. The Company may set off any amount owed by the Company to the Buyer from any amount due by the Buyer to the Company (including amounts owed to the Company under any indemnity).

6. GST

6.1. For the purposes of this clause:

(a) "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999.

(b) "GST Rate" means the prevailing rate of GST specified as a percentage.

(c) Terms as defined in the GST Act including enterprise, GST, input tax, credit, registered supply of a going concern, tax invoice and taxable supply have the same meaning in this Agreement.

6.2. The Company must, if requested by the Buyer, give the Buyer a tax invoice for any taxable supply by the Company.

6.3. The Company and the Buyer warrant that they are both are registered for GST.

6.4. If for any reason GST is payable in respect of any supply under this Contract:

(a) The recipient of the supply must pay, in addition to the other consideration payable or to be provided for the Supply, an additional amount equal to the GST; and

(b) The recipient must pay the additional amount to the supplier at the same time as the other consideration.

However, the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice.

6.5. Despite any other provision of this Contract, this clause 6 will survive the termination or rescission of this Contract.

7. Warranty

7.1. This clause is to be read together with any benefits that the Company may have under any Australian law.
7.2. The Product and Services are guaranteed against defects in material or workmanship (subject always to fair and proper usage).
7.3. The Buyer shall immediately notify the Company in writing of any defect in the Product and Services supplied under this Contract.
7.4. All items must be returned to the Company's location at the Buyers expense for inspection.
7.5. Nothing in this Contract purports to modify or exclude the conditions, warranties, guarantees and undertakings, and other legal rights, under the Australian law which cannot be modified or excluded.
7.6. Except as expressly set out in this Contract and as required by the Australian law, the Company makes no warranties or other representations to the Buyer.
7.7. The Company's liability in respect of these warranties, representations, undertakings and guarantees is limited to the fullest extent permitted by law.
7.8. Any warranties made by the Company to the Buyer of the Product and Services is solely for the benefit of the Buyer, and no Buyer purchasing Product and Services for resale shall be entitled to assign warranties to its third party buyers and if such claims are brought by the third party against the Company, the Company may plead this clause as a bar to any such claim.
7.9. The Company shall not in any circumstances be liable to the Buyer under or in connection with this Contract, or in tort or otherwise howsoever, as a result of any act or omission in the course of or in connection with the performance of this Contract, unless the breach by the Company was deliberate and wilful.
7.10. Unless otherwise specified, this warranty does not cover:
(a) Modified, abused, neglected, accidentally damaged or excessively worn Product and Services, or Product and Services that have become damaged or defective as a result of improper use;
(b) Repairs attempted or made by the Buyer, a client of the Buyer or any other third party;
(c) Conditions or malfunctions caused by the reasonable effects of fair wear and tear or the malfunction of normally wearing parts;
7.11. The process for making a warranty claim by or on behalf of the Buyer on the Company is as follows:
(a) The Company must be informed as soon as the warranty claim arises;
(b) The original Purchase Order along with the written description of the fault must be provided to the Company;
(c) If the warranty claim is accepted, the Company will, at its cost, credit, repair or replace any faulty parts or rectify any faulty workmanship.

8. Indemnity

8.1. The Buyer shall indemnify and keep indemnified and hold the Company harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by the Company, and from and against all actions, proceedings, claims or demands made against the Company, arising from one or more of the following:
(a) As a result of the Buyer's failure to comply with any laws, rules, standards or regulations applicable in relation to the Product and Services or the use of the Product and Services;
(b) As a result of any other negligence or other breach of duty by the Buyer; or
(c) As a result of any compliance or adherence by the Company with any instructions of the Buyer in relation to the Product and Services or their manner of fabrication.
8.2. The Buyer agrees with the Company to indemnify and keep indemnified the Company from any loss, damages, costs or expenses incurred by the Company arising from any breach of this Contract by the Buyer. This indemnity is continuing and irrevocable, survives termination of this Contract and is in addition to any right the Company has against the Buyer to recover damages for breach of this Contract.

9. Rights in Relation to the Product and Services

9.1. For any Product and Services, while they remain the property of the Company, the Buyer agrees with the Company that the Buyer has no right or claim to any interest in the Product and Services or to secure any liquidated or unliquidated debt or obligation that the Company may owe to the Buyer and the Buyer cannot claim any lien over the Product and Services;
9.2. The Buyer will not create any absolute or defeasible interest in the Product and Services in relation to any third party;
9.3. Where the Buyer is in actual or constructive possession of the Product and Services before payment:
(a) The Buyer will not deliver them or any document of title to the Product and Services; and
(b) It is in possession of the Product and Services as a bailee of those Product and Services and owes the Company the duties and liabilities of a bailee.
9.4. The Company and the Buyer agree that:
(a) All risk of loss in respect of the Product and Services transfers to the Buyer upon completion of the Company's delivery obligations;
(b) The property of the Company in the Product and Services remains with the Company until the Company has been paid in full for the Product and Services under this Contract ;
(c) The Buyer is a bailee of the Product and Services until such time as property in them passes to the Buyer and that this bailment continues until the price in the Purchase Order has been paid by the Buyer to the Company in full.
9.5. Pending payment in full for the Product and Services under this Contract, the Buyer:
(a) Must not supply any of the Product and Services to any person outside of its ordinary or usual course of business and must not allow any person to have or acquire any security interest in the Product and Services;
(b) Must insure the Product and Services for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Buyer carries on business and;
(c) Must not remove, deface or obliterate any identifying plate, mark or number on any of the Product and Services.
9.6. If the Buyer fails to pay for the Product and Services as required by the Company may recover possession of all the Product and Services at any site owned, possessed, or controlled by the Buyer and the Buyer agrees that the Company has an irrevocable licence to so recover the Product and Services wherever situated.
9.7. Re-stocking fee of 15% for any filters as highlighted by the Company (if applicable) if returned in new condition)
9.8. The Buyer acknowledges that the Company has a security interest in the Product and Services and in addition, in the proceeds of the Product and Services, that constitute both a '**security interest**' in the original Product and Services and a '**purchase money security interest**' in the proceeds of the Product and Services within the meaning of the ***Personal Property Securities Act 2009*** (the Act).

10. Modifications of Labels

The Buyer shall not, without the Company's written consent, alter, remove, or obliterate any labels which the Company attaches to the Product and Services.

11. Performance and Representations

The Buyer acknowledges that neither the Company nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in writing whether as to the fitness of the Product and Services for any particular purpose or any other matter.

12. Default in Payment

12.1. The Company will treat any default by the Buyer in payment of any money due to the Company as a breach of this Contract.

12.2. The Company reserves the right to cease work on the relevant Purchase Order and any other Purchase Orders placed by the Buyer and retain the entire Buyer's work until the due payment or payments on all money owed by the Buyer to the Company are made.

12.3. Continuing payments default may, at the Company's discretion, lead to the Buyer's account with the Company being closed and any further Purchase Orders placed by the Buyer and accepted by the Company will only be processed when all money owed by the Buyer is paid to the Company

13. Waiver

Failure by the Company to insist upon strict performance of any term, warranty or condition of this Contract shall not be deemed as a waiver thereof or of any rights the Company may have and no express waiver shall be deemed a waiver of any subsequent breach of any term warranty or condition.

14. Buyer's Acknowledgment

The Buyer acknowledges that the Product and Services are not of a kind ordinarily acquired for private use or consumption but are acquired for business purposes.

15. Intellectual Property Rights

15.1. The Buyer warrants that any design or instruction furnished to the Company shall not be such as will cause the Company to infringe any intellectual property rights (including patents, registered designs, trademarks, copyright, confidential information and the like) in the execution of the Purchase Order.

15.2. The Buyer agrees to indemnify the Company against any infringement or unauthorized use of the intellectual property rights arising out of the manufacture or use of the Product and Services.

15.3. It is agreed that the sale and purchase of Product and Services does not confer on the Buyer any licence or rights under any intellectual property rights for the Products and Services which is the property of the Company.

15.4. The Buyer acknowledges and agrees that Company and/or its affiliates are the sole and exclusive owners of all trademarks, trade dress and trade names used by the Company and its affiliates in connection with the Product and Services and any local language variants thereof (the "**Trademarks**").

15.5. Any use of the Trademarks by Buyer shall be made only with the Company's prior written approval and solely in connection with the advertising, promoting or selling of the Product and Services and any such use shall inure to the benefit of Company and/or its affiliates.

15.6. In no event shall Buyer or its affiliates file any application to register a trademark or a domain name or use any trademark, domain name, business name or trade style that incorporates or is confusingly similar to any of the Trademarks of the Company.

15.7. If Buyer files any application of any kind that incorporates or is confusingly similar to any Trademark, it shall immediately transfer such application or any rights derived therefrom to Company or an affiliate as designated by Company.

16. Notices

16.1. Any notice to be given by the Buyer to the Company or by the Company to the Buyer must be in writing and shall be sent to the Company's address which is, until notified otherwise, as follows:

(a) The Party's business address.

(b) No notice shall be deemed to have been given until it is actually received at such address.

16.2. Notices can be given personally or left at the address of the Company or the Buyer or sent by prepaid post (and if so shall be deemed to have been received three (3) business days after posting).

17. Severance

It is agreed that if any provision of this Contract should be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract and each such other provision shall remain in full force and effect.

18. Governing Law

18.1. This Contract shall be governed by and construed in accordance with the laws of Western Australia.

18.2. The Buyer and the Company agree to submit to the non-exclusive jurisdiction of Western Australia and the Federal Court of Australia.

19. Entire Agreement

This Contract contains all the terms of the agreement between the parties and supersede all prior discussions and arrangements. In the event that there is any conflict between the provisions of this Contract and the provisions of a Purchase Order or any record of any other agreement that the Company may have with the Buyer, then the provisions of this Contract shall prevail.

20. Clerical Errors

The Company reserves the right to correct clerical errors without notification.

21. Personal Properties Securities Act 2009

21.1. The Buyer hereby acknowledges that these terms and conditions constitute a security agreement which creates a security interest in favour of the Company in all Product and Services previously supplied by the Company to the Buyer (if any) and all after acquired Product and Services supplied by the Company to the Buyer (or for the Buyer's account) to secure the Buyer's payment obligations to the Company from time to time and at any time, including future advances.

21.2. The Buyer agrees to grant a "**Purchase Money Security Interest**" to the Company.

21.3. The Buyer acknowledges and agrees that by assenting to these terms the Buyer grants a security interest (by virtue of the retention of title clause in these terms and conditions) to the Company and all Product and Services previously supplied by the Company to the Buyer (or for the Buyer's account) and these terms shall apply notwithstanding anything express or implied to the contrary contained in the Buyer's purchase Order.

21.4. The Buyer undertakes to:

(a) Execute any further documents and/or provide any further information (which information the Buyer warrants to be complete, accurate and up-to-date in all respects) which the Company may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register ("**PPSR**");

(b) Not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Product and Services without the prior written consent of the Company;

(c) Give the Company not less than 14 days' written notice of any proposed change in the Buyer's name and/or any other changes in the Buyer's details (including by not limited to changes in the Buyer's address, facsimile number, email address, trading name or business practice);

(d) Pay all costs incurred by the Company in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce the security interest created by these terms and conditions including executing subordination agreements;

(e) Be responsible for the full costs incurred by the Company (including actual legal fees and disbursements) in obtaining an order pursuant to section 182 of the PPSA;

(f) Give the Company free and immediate access to its premises or places within its control to enable the Company to enforce its Security Interests; and

(g) Procure, immediately upon request by the Company from any persons considered by the Company to be relevant to its security position, such agreement and waivers as the Company may at any time require; and

(h) The Buyer waives any rights it may have under section 115 of the PPSA upon enforcement.

21.5. Pursuant to section 157 of the PPSA, unless otherwise agreed to in writing by the Company, the Buyer waives the right to receive the verification statement in respect of any financing statement or financing change statement relating to the security interest.

21.6. The Buyer agrees that immediately on request by the Company the Buyer will procure from any persons considered by the Company to be relevant to its security position such agreement and waivers as the Company may at any time require.

22. Security Interest

The Buyer gives the Company a Security Interest in all of the Buyer's present and after-acquired property in which Product and Services or materials supplied or financed by the Company.