

Terms and conditions of trade.

Global Pump Group Pty Ltd T/A (trading as) Global Pumps

All quotations and contracts are subject to the following conditions

1. Definitions

- "Seller" shall mean Global Pump Group Pty Ltd T/A Global Pumps, its successors and assigns or any person acting on behalf of and with the authority of Global Pump Group Pty Ltd T/A Global Pumps.
- "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by the Seller to the Client.
- "Guarantor" means that person (or persons) who agrees to be liable for the debts of the Client on a principal debtor basis.
- "Goods" shall mean all Goods supplied by the Seller to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Seller to the Client.
- "Services" shall mean all Services supplied by the Seller to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- "Price" shall mean the Price payable for the Goods as agreed between the Seller and the Client in accordance with clause 4 of this contract.

2. The Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")

- Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
- Where the Client buys Goods as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.

3. Acceptance

- Any instructions received by the Seller from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
- Where more than one person has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of the Seller.
- The Client shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by the Seller as a result of the Client's failure to comply with this clause.
- Goods are supplied by the Seller only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.
- The Client acknowledges that excepting as provided by law this agreement does not entitle the Client to demand to receive from the Seller any site inspection or service of the Goods supplied, delivered and installed (if applicable). If the Client does require the Seller's Services in respect of site inspection and service of the Goods are the subject of this agreement, then the Client should arrange with the Seller to enter into a specific agreement in respect of the same. In the event that no specific agreement in relation to site inspection and service are required by the Client then the Client acknowledges that in the event of the Goods supplied requiring to be serviced or inspected due to breakdown or otherwise, then the Client shall rely solely on any benefit in respect of the same provided by the Manufacturer.
- The Client acknowledges that the matters set out in the schedule hereto are a true description of the purposes for which the Goods purchased hereby, are to be applied in respect of work required to be performed by such Goods, and that the Client may forfeit any rights he may have against the Seller for the supply of the subject Goods if they are applied to any other use. The Client forfeits any right or claim against the Seller if any alteration to the Goods is carried out without the Seller's written consent.

4. Price and Payment

- At the Seller's sole discretion the Price shall be either:
 - as indicated on the Seller's published current price list or
 - as indicated on invoices provided by the Seller to the Client in respect of Goods supplied; or
 - as determined by the Seller (subject to clause 4.2) which shall be binding upon the Seller provided that the Client shall accept the Seller's quotation in writing within thirty (30) days.Quotations are subject to withdrawal, correction, or alteration at any time before acceptance of the Client's order by the Seller unless stated otherwise.
- The Seller reserves the right to change the Price in the event of a variation to the Seller's quotation (including, but not limited to, variations as a result of changes in details, sizes, quantities, delivery instructions or any other matter or item on which the quotation was based).
- At the Seller's sole discretion a deposit of up to one third (1/3) of the Price may be required.
- At the Seller's sole discretion:
 - payment shall be due on delivery of the Goods; or
 - payment for approved Clients shall be made by instalments in accordance with the Seller's payment schedule.
- Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice, or for approved Clients thirty (30) days following the date of the invoice. Payment shall be due in accordance with this clause whether or not Goods have already been delivered.
- The Seller reserves the right to offer certain approved Clients a discount for settlement of accounts by a specified date.
- The Seller reserves the right to withdraw credit terms and at any time without notice apply or vary a credit limit.
- When the Seller extends credit terms it is expressly understood that the Client agrees that any purchases from the Client by the Seller are on the

basis that contra purchases are able to be off set against any amounts owed by the Client to the Seller.

- Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to one and a half percent (1.5%) of the Price), or by direct credit, or by any other method as agreed to between the Client and the Seller.
- GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
- 5. Delivery of Goods**
 - At the Seller's sole discretion delivery of the Goods shall take place when:
 - the Client takes possession of the Goods at the Seller's address; or
 - the Client takes possession of the Goods at the Client's nominated address (in the event that the Goods are delivered by the Seller or the Seller's nominated carrier) or
 - the Client's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Client's agent.
 - At the Seller's sole discretion the costs of delivery are:
 - included in the Price; or
 - in addition to the Price; or
 - for the Client's account.
 - Where the Client requests the Seller to arrange delivery of the Goods by any carrier on their behalf then all risk for the Goods passes to the Client immediately on dispatch from the Seller's premises.
 - The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery.
 - Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
 - The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
 - The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
 - The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of the Seller.
- 6. Risk**
 - If the Seller retains ownership of the Goods nonetheless, all risk for the Goods passes to the Client on delivery with the exception that, if delivery of the Goods is delayed for any reason beyond the control of the Seller and the Seller agrees to store the Goods on its premises pending delivery or collection, then those Goods shall be stored at the Client's risk and the Seller shall be entitled to charge a reasonable fee for the storage.
 - If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.
 - It is the Seller's responsibility to effect and pay for any insurance cover on the Goods.
 - Where the Client expressly requests the Seller to leave Goods outside the Seller's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk and it shall be the Client's responsibility to ensure the Goods are insured adequately or at all.
- 7. Title**
 - The Seller and the Client agree that ownership of the Goods shall not pass until:
 - the Client has paid the Seller all amounts owing for the particular Goods; and
 - the Client has met all other obligations due by the Client to the Seller in respect of all contracts between the Seller and the Client.
 - Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership or rights in respect of the Goods shall continue.
 - It is further agreed that:
 - where practicable the Goods shall be kept separate and identifiable until the Seller shall have received payment and all other obligations of the Client are met; and
 - until such time as ownership of the Goods shall pass from the Seller to the Client the Seller may give notice in writing to the Client to either rescind or to cancel the contract and the Seller, upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
 - the Seller shall have the right of stopping the Goods in transit whether or not delivery has been made; and
 - if the Client fails to return the Goods to the Seller then the Seller or the Seller's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Goods are situated and take possession of the Goods; and
 - the Client is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount of the Client owes to the Seller for the Goods, on trust for the Seller; and
 - the Client shall not deal with the money of the Seller in any way which may be adverse to the Seller; and
 - the Client shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller; and
 - the Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Client; and
 - until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that the Seller will be the owner of the end products.
- 8. Personal Property Securities Act 2009 ("PPSA")**
 - This clause:
 - financing statement has the meaning given to it by the PPSA;
 - financing change statement has the meaning given to it by the PPSA;
 - security agreement means the security agreement under the PPSA created between the Client and the Seller by these terms and conditions; and
 - security interest has the meaning given to it by the PPSA.
 - Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions:
 - constitute a security agreement for the purposes of the PPSA; and
 - create a security interest in:
 - all Goods previously supplied by the Seller to the Client (if any);
 - all Goods that will be supplied in the future by the Seller to the Client.
 - The Client undertakes to:
 - promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - register any other document required to be registered by the PPSA; or
 - correct a defect in a statement referred to in clause 8.3(a)(i) or 8.3(a)(ii);
 - indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
 - not register a financing change statement in respect of a security interest without the prior written consent of the Seller;
 - not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Seller; and
 - immediately advise the Seller of any material change in its business practices of the Goods which would result in a change in the nature of proceeds derived from such sales.
 - The Seller and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
 - The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
 - The Client waives its rights as a grant or and/or a debtor under sections 142 and 143 of the PPSA.
 - Unless otherwise agreed to in writing by the Seller, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.
 - The Seller shall unconditionally ratify any actions taken by the Seller under clauses 9.3 to 9.5.
- 9. Security and Charge**
 - Despite anything to the contrary contained herein or any other rights which the Seller may have however:
 - The Client and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
 - should the Seller elect to proceed in any manner in accordance with this clause and/ or its sub-clauses, the Client and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own cost basis;
 - the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 9.1.
- 10. Client's Disclaimer**
 - The Client hereby disclaims any right to rescind, or cancel any contract with the Seller or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by the Seller and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgement.
- 11. Defects**
 - The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the Client is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods except where the Client has acquired Goods as a consumer within the meaning of the Competition and Consumer Act 2010 (Cwth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.
- 12. Returns**
 - Returns will only be accepted provided that:
 - the Client has complied with the provisions of clause 11.1; and
 - the Seller has agreed in writing to accept the return of the Goods; and
 - the Goods are returned at the Client's cost within seven (7) days of the delivery date; and
 - the Seller will not be liable for Goods which have not been stored or used in a proper manner; and
 - the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction manual in as new condition as is reasonably possible in the circumstances.
 - The Seller may (at their sole discretion) accept the return of Goods for

credit but this may incur a handling fee of up to twenty percent (20%) of the value of the returned Goods plus any freight costs.

- Non-stocklist items or Goods made to the Client's specifications are under no circumstances acceptable for credit or return.

13. Warranty

- Subject to the conditions of warranty set out in clause 13.2 the Seller warrants that if any defect in any workmanship of the Seller becomes apparent and is reported to the Seller within three (3) months of the date of delivery (time being of the essence) then the Seller will either (at the Seller's sole discretion) replace or remedy the workmanship.
- The conditions applicable to the warranty given by clause 13.1 are:
 - the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - failure on the part of the Client to properly maintain any goods; or
 - injury on the part of the Client to follow any instructions or guidelines provided by the Seller; or
 - any use of any Goods otherwise than for any application specified on a quote or order form; or
 - the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - fair wear and tear, any accident or act of God.
 - the warranty shall not apply where the Seller shall be liable in no circumstances to be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller's consent.
 - in respect of all claims the Seller shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.
- For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods. Goods sold shall only have the benefit of any warranty given by the manufacturer which the Seller is able to enforce without legal expense.
- Transport costs for warranty items shall be payable by the Client.
- 14. Intellectual Property**
 - Where the Seller has designed, drawn or written Goods for the Client, then the copyright in those designs and drawings and documents shall remain vested in the Seller, and shall only be used by the Client at the Seller's discretion.
 - The Client warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such infringement.
 - The Client agrees that the Seller may use any documents, designs, drawings or Goods created by the Seller for the purposes of advertising, marketing, or entry into any competition.
- Default and Consequences of Default**
 - Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
 - In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by the Seller.
 - If the Client defaults in payment of any invoice when due, the Client shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.
 - Without prejudice to any other remedies the Seller may have, if at any time the Client is in breach of any obligation (including those relating to payment) the Seller may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. The Seller will not be liable to the Client for any loss or damage the Client suffers because the Seller has exercised its rights under this clause.
 - If any amount remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
 - Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel the Client's order if at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Seller shall repay to the Client any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
 - In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.
 - Cancellation of orders for Goods made to the Client's specifications or non-stocklist items will definitely not be accepted, once production has commenced.
- Privacy Act 1988**
 - The Client and/or the Guarantor/s (herein referred to as the Client) agree for the Seller to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation

to credit provided by the Seller.

- The Client agrees that the Seller may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - to assess an application by the Client; and/or
 - to notify other credit providers of a default by the Client; and/or
 - to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - to assess the creditworthiness of the Client. The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- The Client consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- The Client agrees that personal credit information provided may be used and retained by the Seller for the following purposes (and for other purposes as shall be agreed between the Client and Seller or required by law from time to time):
 - the provision of Goods; and/or
 - the marketing of Goods by the Seller, its agents or distributors; and/or
 - analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
 - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.
- The Seller may give information about the Client to a credit reporting agency for the following purposes:
 - to obtain a consumer credit report about the Client;
 - allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- The information given to the credit reporting agency may include:
 - personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - details concerning the Client's application for credit or commercial credit and the amount requested;
 - advice that the Seller is a current credit provider to the Client;
 - advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - information that, in the opinion of the Seller, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
 - advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - that credit provided to the Client by the Seller has been paid or otherwise discharged.
- Unpaid Seller's Rights**
 - Where the Client has left any item with the Seller for repair, modification, exchange or for the Seller to perform any other Service in relation to the item and the Seller has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Seller shall have:
 - the right to retain the item for the Price while the Seller is in possession of the item;
 - the right to sell the item.
 - The lien of the Seller shall continue despite the commencement of proceedings, or judgment for the Price having been obtained.
- General**
 - If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
 - If any provisions of these terms and conditions are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.
 - These terms and conditions and any contract to which they apply shall be governed by the laws of the State of South Australia and are subject to the jurisdiction of the courts of South Australia.
 - The Seller shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Seller of these terms and conditions.
 - In the event of any breach of this contract by the Seller the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
 - The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute.
 - The Seller may license or sub-contract all or any part of its rights and obligations without the Client's consent.
 - The Client agrees that the Seller may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Client of such change. The Client shall be under no obligation to accept such changes except where the Seller supplies further Goods to the Client and the Client accepts such Goods.
 - Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lockout, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
 - The failure by the Seller to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Seller's right to subsequently enforce that provision.