

## DTB Terms & Conditions of Sale

### 1. APPLICATION

1.1. These Conditions of Sale and Service will apply to every transaction between the Supplier and the Customer for the supply of Goods and any terms and conditions of the Customer's order deviating from or inconsistent with these Conditions of Sale and Service are expressly rejected by the Supplier. This rejection also extends to any statement by the Customer that the Customer's terms and conditions will prevail and to any stipulation by the Customer as to the manner of declaring such rejection.

1.2. If any of the provisions of these Conditions of Sale and Service are unlawful or invalid by reason of any Law, then such provision will be severed from the rest of these Conditions which will remain valid and binding on the parties.

### 2. AMENDMENTS

2.1 All modifications and amendments to these Conditions of Sale and Service will be in writing and if otherwise will not be binding upon the Supplier.

### 3. PURCHASE PRICE VARIATIONS & SET-OFF

3.1. If there are any changes to the specifics, sizes and quantities, delivery instructions, or any other item or issue on which a quote or Purchase Price is based, the Supplier may modify the quotation or Purchase Price by an amount equal to the cost increase.

3.2. There is no right of set-off in respect of any claims against the Supplier.

### 4. INSURANCE

4.1. The Supplier has no obligation to insure the Goods at any stage or at all. The Customer is responsible to effect whatever insurance cover it requires at its own expense.

### 5. WARRANTY

5.1 The Supplier warrants that the Goods are in accordance with any warranties set forth in any Warranty Document, as well as any guarantees that cannot be disclaimed under the ACL or any other law. All other explicit or implied guarantees, warranties, undertakings, and representations, whether originating by law or otherwise, that are not included in these Conditions of Sale and Service or any Warranty Document are expressly excluded to the extent permissible by law.

5.2. If the Customer is a Consumer and any Goods supplied by the Supplier are not goods of a kind ordinarily acquired for personal, domestic, or household use or consumption, the Customer agrees that the Supplier's liability for a failure to comply with a consumer guarantee under the ACL in relation to those Goods (other than a guarantee under sections 51, 52, and 53 of the ACL) is limited, at the option of the Supplier, to one or more of the following:

5.2.1. the replacement of the Goods or the provision of comparable goods

5.2.2. repairs to the goods

5.2.3. the payment of the cost of replacing or purchasing the Goods

5.2.4. the expense of having the Goods repaired is paid.

5.3. If the Customer is not a consumer, the Supplier will not be responsible in any circumstances for any of the following:

5.3.1. any loss or damage to any property or organisation as a result of the Goods' supply; or

5.3.2. Consequential Loss.

### 6. CANCELLATION

6.1. Without the Supplier's prior written approval, the Customer may not cancel or change an order. If the Supplier agrees to change or cancel an order, the Supplier will not be accountable for any loss, damage, or expense incurred by the Supplier as a result of the change or cancellation, including return freight, return shipping to the factory of origin, items purchased from third parties for inclusion in the Goods, and all labour and engineering costs incurred by the Supplier.

6.2. If the Supplier has reason(s) to believe that it will be unable to supply an Order to the Customer within a reasonable time or at all due to circumstances beyond its reasonable control, the Supplier may, without penalty, cancel the Order, in which case, the Supplier will refund the Customer any portion of the Purchase Price already paid in respect of that Order.



## 7. REFUND POLICY AND CREDITS

7.1. The Customer cannot cancel an order which has been accepted or acknowledged by the Supplier unless the Supplier agrees at its sole discretion.

7.2. Subject to clause 7.1, the Supplier may, from time to time and at its discretion, accept returns of standard product (i.e., off the shelf equipment or product which is not specialised or customised). Any such returns will be subject to the Supplier's standard restocking fee of 25%. All Goods must be returned at the Customer's expense within seven (7) days of return acceptance by the Supplier and must be returned in an unsoiled, undamaged, and resalable condition in their original packaging.

7.3. Subject to clause 7.1, if cancellation is made within 30 days after the original order date, both credit and refund requests will be accepted. If cancellation is made more than 30 days after the original order date, only credit requests will be accepted.

7.4. Subject to clause 7.3, if a credit is requested and the system has been built, whether in part or completely, a 25% restocking fee will be subjected for the total value of the product(s) to be supplied.

7.5. Subject to clause 7.3, if a refund is requested and the system has been built, whether in part or completely, a 50% restocking fee will be subjected for the total value of the product(s) to be supplied.

7.6. Subject to clause 7.3, if cancellation is made prior to production, 100% of payment received can be credited. Refunds are subject to a 25% non-refundable administration fee.

7.7. Consumables, whether alone or part of a complete system, such as batteries, are non-refundable and non-creditable.

7.8. Subject to clause 7.1 and to the extent permitted by law, any cancellations made by the Buyer of purpose engineered or customised for specific purpose orders is non-refundable, with any deposits or payments made being retained by the Supplier.

7.9. All returns are subject to the fees incurred as per the specified clauses outlined above, in addition to any additional freight costs.

## 8. SECURITY AGREEMENT

8.1. The Customer agrees that these Terms, including any order and invoice covering any goods ordered by the Customer, constitute a security agreement for the purposes of the PPSA.

## 9. SECURITY INTEREST

9.1. The Customer gives the Supplier a security interest in:

9.1.1. All goods sold or lease by the Supplier to the Customer that are described in any invoice, delivery or shipping documents by either party involved; and

9.1.2. If the Customer should agree to new Terms, then Clause 9 of these Terms shall continue to apply despite the agreement to the new Terms.

9.2. Any security interest that arises in respect of these Terms is a continuing security interest and in respect of any goods supplied by the Supplier applies to all goods and their proceeds. It is not extinguished or in any way diminished even if the goods or any part of them is processed or commingled with or becomes part of a product or a mass as part of a manufacturing, assembling or commingling process.

9.3. Any security interest arising secures the due and punctual payment of all moneys payable by the Customer under the Terms. Any account arising by virtue of any sale of any goods supplied to the Customer takes effect as a transfer.

## 10. ENFORCEMENT

10.1. In the event of Default, the Supplier may immediately enforce these Terms. This includes, but is not limited to:

10.1.1. Retaking possession of any goods not paid for by the Customer.

10.1.2. Suspending delivery of any goods on order and/or refusing to process any unfulfilled order.

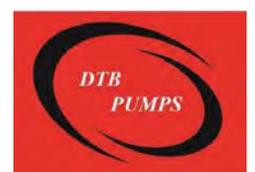
10.1.3. Enforcing any security interest.

10.1.4. Requiring payment of any proceeds held by the Customer in a separate account or otherwise.

10.2. The powers exercisable by the Supplier are those given by these Terms including by statute, at law or in equity

10.3. In the event that the Customer has not been paid for the sale of the goods by any of its own customers, the Supplier, in addition to the powers in Section 120 of the PPSA, may collect that account on giving, to that customer, notice in writing to that effect. The Supplier will be entitled to issue proceedings in the Customer's name against its customer for recovery of that account for the Supplier's benefit.

10.4. The Customer will pay the Supplier for its expenses, including mercantile agent's fees and any fees and commission paid to mercantile agents engaged by the Supplier in relation to the actual or contemplated enforcement of the supply agreement including legal costs and expenses.





## 11. FORCE MAJEURE

11.1. The Supplier is not liable for any delay or the failure to perform any obligation in the Customer's favour arising because of any event beyond the Supplier's control.

## 12. DELIVERY

12.1. The costs of delivery of the Goods to the Customer are for the Customer's account whether or not the Supplier arranges delivery.

12.2. If the Supplier arranges for delivery of the Goods, it does so solely on behalf of the Customer, and the Customer agrees to compensate the Supplier for any loss or damage incurred or suffered by the Customer, the Supplier, or any other person in connection with the delivery of the Goods.

12.3. The Supplier may deliver the Goods in instalments or in partial shipments, with the Customer accepting each delivery.

12.4. Any delivery time provided is simply an estimate. The Supplier shall take all reasonable efforts to fulfil agreed-upon delivery dates and times but will not be liable to the Customer for any loss or damage incurred or experienced as a result of any failure or delay in delivery (to the extent permitted by law).

12.5. The Customer will provide full and clear access for delivery and will, at its own expense, provide all necessary assistance in unloading the Goods at the nominated place of delivery.

12.6. If the Supplier's delivery of the Goods is delayed due to a reason other than the Supplier's own error, the Customer is responsible for any additional costs, damages, or expenditures incurred by the Supplier.

## 13. RISK

13.1. Subject to clause 13.2, risk of loss and damage to the Goods passes to the Customer upon the Goods leaving the Supplier's warehouse whether or not the Supplier arranges delivery.

13.2. If delivery of Goods is delayed due to any circumstances beyond the control of the Supplier, the risk of loss or damage passes to the Customer on the day when the Goods were first ready for delivery.

## 14. OWNERSHIP

The Customer acknowledges and agrees that:

14.1. All goods supplied by the Supplier shall remain the property of the Supplier until payment is received in full for same.

14.2. In the event of the default of any of the trading terms the Supplier has the right to retake possession of the goods, and authorises the Supplier or its representative to gain access to the premises where the goods are housed or stored and remove the goods without any fear of trespass, nor shall they be held liable for any costs, damages, expenses, or losses suffered by the Customer as a result of the goods being repossessed

14.3. The Supplier shall be entitled but not obliged to sell any goods repossessed from the Customer

## 15. NO OBLIGATION TO SERVICE OR INSPECT

15.1. The Customer acknowledges that, except as required by Law, the Supplier is under no obligation to conduct a site inspection or service the Goods supplied.

## 16. AGREEMENT FOR USE

16.1. The Customer acknowledges that the matters set out in the Order and/or 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 Customer may forfeit any rights if any it may have against the Supplier for the supply of the subject Goods if they are applied to any other use.

16.2. The Customer forfeits any right or claim against the Supplier if any alteration to the Goods sold or quoted is carried out without the Supplier's written consent.

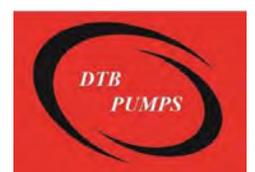
16.3. The Customer further acknowledges sole responsibility for any damage or injury to property or persons caused by using the sold Goods to pump or transfer hazardous or toxic fluids or substances.

16.4. At the time of quotation, every effort is made by the Supplier to ensure information provided is correct. The Supplier reserves the right to reconfirm product details, pricing and build lead times at the time of purchase.

16.5. All quotations provided are subject to a 30-day validity period from the date of issue. After this period, the Supplier has the right to increase pricing on originally supplied quotation of material and products.

## 17. CONFIDENTIALITY

17.1 All information supplied by a party to the other party will be treated as confidential except to the extent that it becomes public knowledge and will not be disclosed to a third party without the prior written consent of the party who originally supplied the information, or as required by law.





## 18. GENERAL

18.1. The Customer will advise the Supplier in writing, if it changes its name, its structure or officers or management, its registered office, become a trustee of any trust or if the constitution of any partnership of which it is a member changes.

18.2. If any provision of these Terms is unenforceable for any reason, it will not invalidate any other provision which will remain in full force and effect despite that invalidity.

18.3. These Terms contain the entire agreement in respect of the supply of goods or services to the Customer.

## 19. CLERICAL ERRORS

19.1 Clerical errors in computations, typing or otherwise of catalogue quotation acceptance offer invoice delivery docket credit note specification or the Supplier will be subject to correction.

## 20. INTELLECTUAL PROPERTY

20.1 All Intellectual Property of the Seller, including any developed during the supply of the Goods, is the sole property of the Seller.

## 21. CLARIFICATION

Unless otherwise inconsistent with the context:

21.1. Agreement means the agreement between the Supplier and the Customer for the ongoing supply of Goods as constituted by these Conditions of Sale and Service and any Terms of Credit agreed upon in writing by the parties.

21.2. the Customer means the Customer whose order for the purchase of Goods is accepted by the Supplier;  
Consequential Loss means loss of revenue, profits, anticipated savings or business opportunity and any form of consequential, special, indirect, punitive or exemplary loss or damages;

21.3. Customer has the meaning prescribed to it in the ACL;

21.4. Customer Goods means goods supplied by the Supplier to the Customer that are intended to be used, or are of a kind likely to be used, for personal, domestic or household use or consumption;

21.5. The Customer means the person or entity purchasing Goods from the Supplier pursuant to these Conditions of Sale and Service, or any person or entity acting on their behalf;

21.6. The Premises means any site owned, possessed, used or controlled by the Customer;

21.7. Goods means goods supplied or to be supplied by the Supplier to the Customer pursuant to this Agreement;

21.8. Law means any relevant federal, state or local statute, ordinance, rule, regulation or standard, and includes the Australian Consumer Law, as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth), as amended from time to time;

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

21.10. Loss means any liability, including any loss, claim, damage, demand, injury or death, and any penalty imposed by a statutory or other authority;

21.11. Order means an order by the Customer for the supply of Goods pursuant to these Conditions of Sale and Service prepared in accordance with any order process imposed by the Supplier as notified to the Customer from time to time;

21.12. Quotation means any written quotation provided by the Supplier for the provision of Goods;

21.13. The Supplier means DTB INTERNATIONAL PUMPING PTY LTD (ABN 90 085 807 147) and affiliated entities and companies;

21.14. Credit means the terms upon which the Customer is entitled to purchase Goods on credit, pursuant to a successful application to the Supplier for credit or use of funds paid for other future purchases and services; and

21.15. Warranty Document means any document provided with the Goods in which the Supplier gives an express warranty in relation to the Goods.

