

Terms and Conditions of Sale

These terms and conditions of sale ("Agreement") are applicable to any order placed with and accepted by Air and Process Filtration Pty Ltd, (referred to herein as "Supplier"):

1. **SCOPE OF AGREEMENT.** Supplier, upon acceptance of an Order placed by Buyer, will supply the products and services specified in the Order (the "Order") to Buyer, pursuant to the terms and conditions of this Agreement and its exhibits and Supplier's acceptance of such order submitted by Buyer is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Buyer's purchase orders, invoices, acknowledgements or other documents. The details of the Order (e.g. quantity, price, and product specifications) shall be set forth in the relevant Order.

2. **PRICE AND TERMS.** (a) The prices payable by Buyer for goods and services to be supplied by Supplier under this Agreement will be specified in the applicable Order. Unless otherwise expressly stated in an Order, all prices exclude shipping and taxes.

(b) Payment terms are net thirty (30) days from the end of the month. If Buyer does not pay an invoiced amount within terms, Buyer will in addition pay finance charges of one and one-half percent (1.5%) per month on the late balance and Supplier reserves the right to (1) withhold shipment of the Order until full payment is made; and/or (2) revoke any credit extended to Buyer. In the event that Buyer's account is more than ninety (90) days in arrears, Buyer shall reimburse Supplier for the reasonable costs, including solicitors' fees, of collecting such amounts from Buyer.

(c) Upon reasonable request by the Supplier, Buyer shall provide copies of its most recent audited financial statements or other reasonable evidence of its financial capacity and such other information as Supplier reasonable requests to determine credit status or credits limits

(d) In the event of any dispute regarding an invoice, quality, defects, suitability, conformance with description, the buyer must provide within 7 days, written notice to the supplier. The Supplier does not accept liability for any such claim not made in accordance with these terms.

(e) Returns- The supplier shall not accept any returns that have been specially ordered or manufactured or sourced for the buyer. Returns for standard stocked items will incur a 15% re-stocking fee and will only be accepted within 7 days from the date of delivery and conditional upon being received in its original packaging and in good re-saleable condition as determined by the Supplier.

(f) Pricing schedules (whether attached to this Agreement or an Order) are subject to change as specified either by the Suppliers manufacturers or as deemed necessary by the supplier and the buyer shall have 30 days' notice in writing either electronically or by post.

(g) Unless otherwise specified in the Order, Order will be delivered FOB ex-works Supplier's premises and will be shipped either by Buyers own specified transport, whereby the buyer incurs all associated freight costs or via Suppliers preferred transport carriers and freight charges will be invoiced to buyer.

(h) Special Orders, any orders that either have to be specially manufactured or sourced are required to have a 50% payment in advance with the balance to be paid before dispatch to the customer.

(i) Where orders are requested for supply to those customers that do not have an existing account, payment will be required in advance either by EFT / Bank cheque/ Credit card, and delivery of such orders will take place only upon clearance of payment.

(j) Payment can be made by way of Direct Bank Transfer (EFT) and Credit Card. However, credit card payments will be subject to the Banking institute's transaction percentage (%) rate for processing.



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(k) The supplier shall take every reasonable measure to keep to its delivery dates, however any delays for any reason whatsoever, will not entitle the buyer to claim for any consequential loss or damage or to cancel, rescind or terminate the agreement.

(l) In the event of circumstances beyond the control of the supplier which prevents the supplier from either full or partial delivery or hinder delivery, the supplier shall not be held liable for as long as the circumstances prevail. The supplier at its option may cancel, rescind or terminate any or all of the contract.

(m) Website – any representations made on the Suppliers website is subject to change at the supplier's discretion, and any information given is general and refers to suppliers products which are also subject to change at the suppliers discretion, and the supplier shall not be held liable in any way whatsoever for information provided on its website, nor shall the information be used. Copied and distributed to any party without the express consent of the supplier. Failure to do so will result in infringement of the supplier's copywrite and will be dealt with in accordance with the governing laws of the state of which the supplier conducts its business.

3. BUYER MATERIALS AND DATA. Supplier may, from time to time, purchase materials and/or inventory on Customer's behalf. Inventory shall be stored at Supplier's premises for Supplier to perform services for Customer. Customer and Supplier desire to agree to the terms and conditions upon which Supplier will warehouse and store such Supplier-Managed Inventory. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) Buyer represents and warrants that any matter it furnishes for performance of goods by Supplier (i) does not infringe any copyright or trademark or other Intellectual Property Rights of any third party; (ii) is not libelous or obscene; (iii) does not invade any persons right to privacy; and (iv) does not otherwise violate any laws or infringe the rights of any third party.

(b) Buyer warrants that it has the right to use and to have Supplier use on behalf of Buyer any data provided to Supplier or its Affiliates by Buyer including specifically customer names, identifying information, addresses and other contact information and related personal information ("Data").

(c) Upon Supplier's receipt of Customer Materials, Customer agrees that it shall bear all and insure against all risk of loss at all times while such Customer Materials are located at the Supplier Facility or while such Customer Materials are under the direction and control of Supplier. Unless caused by the gross negligence or willful misconduct of Supplier, in no event shall Supplier be liable for any loss or damage to the Customer Materials.

5. INTELLECTUAL PROPERTY. Any and all inventions, discoveries, patent applications, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, Order product and information embodying proprietary data existing and owned by Supplier as of the date of the Order or made or conceived by employees, consultants, representatives or agents of Supplier during the term of this Agreement shall be and remain the sole and exclusive property of Supplier.

6. CONFIDENTIAL INFORMATION. Any information that parties receive or otherwise have access to incidental to or in connection with this Agreement (collectively, the "Confidential Information"), shall be and remain the property of the disclosing party. Confidential Information shall not include information which: (i) was in the possession of the Receiving Party at the time it was first disclosed by the Disclosing Party; (ii) was in the public domain at the time it was disclosed to the Receiving Party; (iii) enters the public domain through sources independent of the Receiving Party and through no breach of this provision by the Receiving Party; (iv) is made available by the Disclosing Party to a third party on an unrestricted, non-confidential basis; (v) was lawfully obtained by the Receiving Party from a third party not known by the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or (vi) was at any time developed by the Receiving Party independently



of any disclosure by the Disclosing Party. Confidential Information may be used to the extent necessary to perform this Agreement and the parties shall not disclose Confidential Information to any third party, except to its agents (who have executed confidentiality agreements containing terms substantially similar to the terms) as necessary to provide the Order hereunder. In no event shall Buyer acquire any right, title or interest in and to any product or process information, including related know how, either existing or developed during the course of the business relationship with Supplier and Buyer, and in no event shall Supplier acquire and right, title, or interest in and to any materials or information provided to it by Buyer.

7. INDEMNIFICATION. The indemnifying party, as Indemnitor, shall indemnify, defend and hold harmless the indemnified party, as Indemnitee, its officers, directors, employees, agents, subsidiaries, and other affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on Indemnitor's (or its agent's) breach of any representation, warranty, covenant, agreement, or obligation under the Order or this Agreement, or Indemnitor's (or its agent's) grossly negligent and/or willful acts in carrying out its obligations under the Order or the Agreement, provided that in no event shall Supplier be responsible for any claims arising out of its compliance with instructions, requirements, or specifications provided by or required by Buyer (including the use of information, art, Order, logos, and/or trademarks provided by Buyer).

8. WARRANTY. (a) Supplier warrants that the goods supplied shall reasonably perform and comply to specifications and standards in all material respects, relevant to its application and use as specified by the manufacturer and the Supplier undertakes that those goods sold will be free from defects or material workmanship for a period of 12 months from the date of shipment from the supplier.

(b) The supplier makes no other warranty as all warranties are expressly passed on from the manufacturers.

(c) Any advice, information, service or assistance given by the Supplier and its representatives in relation to goods provided are provided in accordance with the manufacturers recommendations and is believed to be accurate, reliable and appropriate at the time and is given in good faith but is provided without any warranty or accuracy appropriateness and reliability and the Supplier does not accept any liability or responsibility for any loss suffered from the buyer's reliance on such advice, information. Assistance, recommendation or service.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE SUPPLIER BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES AND VENDOR'S TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT AND THE ORDER SHALL BE LIMITED TO THE TOTAL FEES DUE HEREUNDER FOR THE INVOICE UPON WHICH A CLAIM IS BASED.

10. ASSIGNMENT. Except as otherwise provided, the Order and this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

11. STATUS. Buyer and Supplier are separate entities. Nothing in the Order or this Agreement shall be construed as creating an employer-employee or joint venture relationship.

12. COMPLIANCE WITH LAW. Each party shall comply with all state, federal and local laws and regulations applicable to its performance hereunder.

13. GOVERNING LAW. The Order and this Agreement shall be governed by the laws of the State of Queensland, without reference to conflicts of law principles. Any legal suit, action or proceeding arising out of or relating to the Order or these this Agreement shall be commenced in a federal court in Queensland, and the appellate courts thereof, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding. With respect to any litigation arising out of the Order or this



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Agreement, the parties expressly waive any right they may have to a jury trial and agree that any such litigation shall be tried by a judge without a jury and the prevailing party shall be entitled to recover its expenses, including reasonable attorney's fees, from the other party.

14. FORCE MAJEURE. Neither party shall be liable for any failure to perform or delay in performance of this Agreement to the extent that any such failure arises from acts of God, war, civil insurrection or disruption, riots, government act or regulation, strikes, lockouts, labor disruption, cyber or hostile net Order attacks, inability to obtain raw or finished materials, inability to secure transport, or any cause beyond such party's commercially reasonable control.

15. SURVIVAL. In the event any provision of the Order or this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of the Order or this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Term shall survive the termination of the Order and this Agreement.

16. ENTIRE AGREEMENT. The Order, this Agreement and the operative provisions of any quotation issued by Supplier and its representatives, sets forth the entire agreement and understanding among the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of every and any nature among them. No proposal, purchase order, order confirmation, acceptance, or any other document provided by either Party to the other, terms of use or similar online consent or acceptance language accompanying or set forth as a prerequisite to any electronic interface or utility associated with any Order, shall be deemed to amend the terms hereof and any such contradictory or additional terms shall be ineffective. The Order or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.

17. Risk and Title With any order provided by the buyer to the supplier the risk shall be passed to the buyer when it is delivered to the carrier at the supplier's premises for transportation to the destination. The risk in the goods will pass to the buyer upon delivery to the buyer or its agent. Notwithstanding However the property in the consignment will not pass to the buyer until

(a) the buyer has paid for the goods in full and any other goods previously supplied by the supplier.

(b) Legal title to the goods will remain with the supplier Where any property of the buyer is held at the Suppliers premises or in control of the supplier, it will be entirely at the Buyer's risk pertaining to any damage or loss caused to the property.



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