

Enviro Concepts (Aust) Pty Ltd ABN 94 142 351 111
Terms & Conditions

1. Application

- 1.1 These terms and conditions apply to all supplies of goods and services by Enviro Concepts (Aust) Pty Ltd ("Enviro Concepts") to the Customer.
- 1.2 The Customer agreed to the terms and conditions of Enviro Concepts, appearing herein.
- 1.3 No variation or waiver of these terms and conditions and no terms and conditions put forward by the Customer or printed on the Customers purchase order to Enviro Concepts for the supply of goods or services will have any effect unless expressly agreed in writing by both parties.
- 1.4 These terms and conditions supersede all previous negotiations and conditions, whether oral or written.
- 1.5 These terms and conditions supersede and override any earlier set of terms and conditions issued by Enviro Concepts.
- 1.6 If any provision appearing in these terms and conditions is found to be illegal, invalid or unenforceable, that provision may, at the sole option of Enviro Concepts, be read down to the extent necessary and reasonable in all the circumstances to give it a valid operation of partial character. If any provision appearing in these terms and conditions cannot be so read down, that provision will be void and severable and the remaining provisions will not in any way be affected or impaired.
- 1.7 All warranties, releases, exclusions of liability and indemnities will remain valid and binding following termination.
- 1.8 In interpreting any agreement between Enviro Concepts and the Customer, no rules of construction shall apply to the disadvantage of Enviro Concepts on the basis that Enviro Concepts put forward the agreement, or any part thereof.
- 1.9 These terms and conditions are subject to the laws of the State of Queensland and any dispute arising in relation to these terms and conditions will be subject to the sole jurisdiction of the Courts of Queensland.
- 1.10 Enviro Concepts (Aust) Pty Ltd take no responsibility for damage to goods during transport. The Purchaser is to ensure all necessary insurances are taken out for the transport of goods.

2. Invoicing and Payment

- 2.1 Enviro Concepts invoicing terms are those noted on your invoice. The customer must pay all charges within the terms as specified upon the invoice provided.
- 2.2 The Purchaser agrees to pay interest on overdue accounts at a rate of 2.5% per calendar month or part thereof; and to pay all costs incurred in enforcing this Agreement, including legal fees on a full indemnity basis.
- 2.3 The Purchaser authorises Enviro Concepts (Aust) Pty Ltd to obtain credit information for the purpose of assessing credit worthiness and risk. The Customer acknowledges that without such ability to assess risk, Enviro Concepts cannot offer its standard invoicing terms and may deal only with the Customer on a cash on delivery basis.
- 2.4 For all Equipment Purchases a 50% deposit is required on order and Balance Payment prior to Dispatch.
- 2.5 The Customer must notify Enviro Concepts immediately should it/they believe any error exists on an invoice.
- 2.6 Except where goods delivered are not in accordance with Customer's or Enviro Concepts selling specification, or are defective, the return of goods for a complete refund or credit is at the absolute discretion of Enviro Concepts.

3. Non-Circumvention

- 3.1 For a period of ten (10) years following the Date of these Terms & Conditions, the Customer shall not, without the prior written consent of Enviro Concepts, which consent Enviro Concepts may withhold in its sole discretion:
 - (a) utilise any Confidential Information to circumvent or compete with Enviro Concepts.

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4. Remedies & Indemnity

- 4.1** Nothing in this agreement between Enviro Concepts and the Customer excludes, restricts or modifies any terms, conditions or warranties or Enviro Concepts liability for them which are imposed or implied by any statute, including but not limited to the Trade Practices Act 1974 (Cth) and which by statute cannot be excluded, restricted or modified. Limitations and exclusions are made only to the extent that Enviro Concepts may legally do so.
- 4.2** Enviro Concepts liability for any or all loss or damage suffered by the Customer in the context of, or arising from a supply of goods and services (or any agreement to make such a supply) from Enviro Concepts to the Customer, irrespective of whether such liability arises in or is claimed on the basis of Enviro Concepts breach of contract, breach of a term, warranty, or condition implied by statute, negligence or other tort, or breach of any statutory or equitable duty and whether the act or omission of Enviro Concepts is wilful or otherwise, is excluded and/or limited (as the case may be) as set out below:
- (a) Enviro Concepts liability for personal injury or death is excluded except to the extent that such injury or death is caused by Enviro Concepts's negligence;
 - (b) Enviro Concepts liability for loss incurred in respect of goods and/or services themselves supplied (or agreed to be supplied) by Enviro Concepts to the Customer shall be limited to:
 - A. In the case of goods, at Enviro Concepts option,
 - the replacement of goods or the supply of equivalent goods;
 - the repair of goods;
 - the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - the payment of the cost of having the goods repaired; and
 - B. In the case of services, at Enviro Concepts option,
 - supplying the services again; or
 - paying the cost of having the services supplied again.
 - (c) Enviro Concepts liability for indirect loss, economic loss, consequential loss, loss of profit and loss of business opportunity is excluded.
- 4.3** The Customer indemnifies Enviro Concepts against any loss, damage or claims arising from Enviro Concepts presence on the Customer's site except to the extent caused by the negligence of Enviro Concepts.
- 4.4** If Enviro Concepts performance of any contract obligation by its normal means is prevented or delayed due to any cause beyond Enviro Concepts reasonable control that contract obligation will be suspended during the period Enviro Concepts is affected by such cause.

5. The Customer Will:

- 5.1** The customer will:
- (a) provide free of charge adequate and safe access to the Customer's premises or site, information and facilities to allow Enviro Concepts to carry out its duties with the Customer;
 - (b) obtain all necessary consents and comply with all legal obligations in connection with installation or use of any goods supplied or Enviro Concepts equipment provided to the Customer, or work done on the Customer's site;
 - (c) not obliterate, remove or deface in any way or notices on Eniroblast equipment;

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- (d) not disclose any of the technology contained in the Enviro Concepts equipment or made available to the Customer, nor infringe Enviro Concepts rights in such technology;
- 5.2** The Customer indemnifies Enviro Concepts from and against any costs, damages, loss or liability of any kind (including legal costs and disbursements in defending or settling the claim giving rise to same) however suffered or incurred by Enviro Concepts by virtue of the provision of the goods or services or any breach of these terms and conditions by the Customer.
- 5.3** The indemnity contained in clause subcl 5.2 above extends (without limiting the generality of the foregoing) to any costs, damages, loss or liability (including legal costs and disbursements in defending or settling the claim giving rise to the same) incurred by Enviro Concepts by virtue of any injury or disability suffered by any employee or sub-contractor of the Customer, arising by whatever legal theory (whether statutory, tortious or otherwise).
- 5.4** These Terms & Conditions extends to and binds the Recipient and the Recipient's representatives, directors, executives, officers and employees, and extends to and also operates in respect of any material derived or produced partly or wholly from any Confidential Information.
- 5.5** Notify Enviro Concepts in writing as soon as reasonably practicable after the Customer becomes aware of any defect in goods or services supplied by Enviro Concepts, any alleged breach of contract on the part of Enviro Concepts, any negligence or other tort on the part of Enviro Concepts or any breach of statutory duty by Enviro Concepts. The Customer acknowledges and agrees that prompt notification may enable Enviro Concepts to mitigate the loss or damage suffered by the Customer as a result of the alleged act or omission or to assist the Customer in doing so. Prompt notification may also enable Enviro Concepts to identify defective goods and services and prevent other customers from suffering loss or injury.

6. Confidentiality

- 6.1** The Customer agrees that during the course of its association with Enviro Concepts it may become acquainted with or have access to Confidential Information. The Customer during and after Enviro Concepts contract obligation ends must maintain the confidential information and prevent its unauthorised disclosure to or use by any other person, firm or company, unless prior written authorisation is obtained.
- 6.2** The customer agrees to hold the Confidential Information in strict confidence and;
 - (a) not use, modify, copy, reproduce, communicate, disclose, discuss, publish, distribute, decompile, reverse engineer, transmit, re-transmit, upload or repost, or attempt to use, modify, copy, reproduce, communicate, disclose, discuss, publish, distribute, decompile, reverse engineer, transmit, re-transmit, upload or repost, or create derivative works based upon, the Confidential Information in any way, except as provided in this Terms & Conditions of Sale or with the prior written consent of the Confidant;
 - (b) not sell, lease, rent, licence, assign, transfer, dispose or part with possession of, the Confidential Information in any way; and
 - (c) take all reasonable steps and actions that the Confidant considers to be necessary or appropriate, to secure the Confidential Information against theft, loss or unauthorised use or disclosure, and to protect the Confidant's interest in the Confidential Information.

6. E-Commerce

If you purchase goods or services from Enviro Concepts through our website or other e-commerce process, then (without limiting the foregoing) the following terms and conditions also apply:

- (a) you will ensure that you safeguard your password and agree that you will be bound by purchases made by any person using your password

- (b) unless you advise us otherwise, on each occasion when you place an order you are instructing Enviro Concepts to process that order (including payment for that order) in accordance with the details which you have registered with Enviro Concepts most recently
- (c) Enviro Concepts has endeavoured to ensure that its site is secure however Enviro Concepts accepts no liability for any misuse of information transmitted to our from its site by a party who is not an Enviro Concepts employee

7. Definitions

Confidential Information means all information supplied by the Confidant to the Recipient, or to which the Recipient gains access, concerning the products or services of the Confidant and any component thereof, and including, but not limited to, information concerning the Intellectual Property, the business of the Confidant, information relating to transactions, sales, marketing, strategic or technical operations of the Confidant, know-how, trade secrets, concepts, techniques, systems, procedures, processes, methodologies, formulae, advice, proposals or agreements, text, graphics, diagrams, artworks, flowcharts, designs, correspondence, emails, software, data, test or investigation results, reports, diagnostic tools, advertisements and brochures, names, logos and any other proprietary knowledge, whether in writing or otherwise;

Intellectual Property means all intellectual, commercial or industrial property rights including rights in patents, patent applications, trade marks, logos, trading names, copyright, designs (whether registered or not), circuit layout rights and business reputation, subsisting in or related to the products or services of the Confidant, and any Improvements, anywhere in the world;

By providing or otherwise communicating your agreement to purchase the items requested in accordance with your quotation, you have agreed to be bound by the applicable Terms and Conditions.

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Signed

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Date

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Name (Purchaser)

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Company