

1. Definitions and Interpretation

Acceptance means a written acceptance sent by OZFLOW to the Buyer in respect of the Order; **Buyer** the person whose Order is the subject of the Acceptance; **Conditions** means these terms and conditions of sale; **Contract** mean the relevant contract between OZFLOW and the Buyer for the purchase and sale of the Goods which includes the Conditions and the Order the subject of the Acceptance; **Custom Products** means those goods to be manufactured or processed by OZFLOW to the specification of the Buyer; **Drawings** means a drawing or sketch, to scale or not, with essential measurements shown; **Goods** means the goods or Custom Products the subject of the Contract; **Order** means the order placed by the Buyer with OZFLOW; **OZFLOW** means GD & FA Heitman, trading as OZFLOW, ABN 85088334573.

Clause headings are for convenience only and do not affect the interpretation of the Contract

2. Quotation, Acceptance and Contract

- a) A quotation by OZFLOW shall be an invitation to the Buyer to trade with OZFLOW. It shall not constitute an offer by OZFLOW to the Buyer. The Buyer may use the quotation to submit an Order to OZFLOW. Prices given in any quotation are applicable to that quotation only and will not apply in any other instance, unless confirmed in writing by OZFLOW. Quotations are valid for the period specified in the quotation or, if no period is specified, 7 days from the date of issue. If the Buyer is given a quote and instructs OZFLOW to proceed, the Buyer is taken to have submitted an Order to OZFLOW on the terms of the quote. Any quotation containing a provision to supply Goods "ex stock" is subject to fulfilment of prior orders (whether to the Buyer or third parties) at the date of receipt of the Order.
- b) A Contract shall exist as soon as, but only when, OZFLOW issues an Acceptance. OZFLOW is not obliged to accept an Order.

3. Cancellation

- a) OZFLOW reserves the right to cancel any Contract at any time before the Goods are delivered in which case OZFLOW will refund any monies paid by the Buyer to OZFLOW in respect of that Contract but shall otherwise have no liability to the Buyer in respect of such cancellation.

4. Pricing

- a) All prices quoted are exclusive of GST and where applicable GST must be paid at the same time as Payment for the Goods.
- b) Unless explicitly noted in the quotation, all prices are ex-works Brisbane, Queensland, Australia.
- c) OZFLOW may adjust pricing before Acceptance.
- d) Pricing is subject to change due to quantity and specification changes, supplier price increases, exchange rate variances, freight cost confirmations and raw material prices changes.

5. Payment

- a) The terms of payment are 100% cleared funds received into OZFLOW's bank account at time of Order unless otherwise agreed in writing by OZFOW. Commencement of Drawings, manufacture of Custom Products and delivery of Goods will not occur until payment has been received by OZFLOW.

6. Custom Products

- a) Where necessary, on or after Acceptance OZFLOW shall in collaboration with the Buyer prepare Drawings in respect of the Custom Products for approval by the Buyer.
- b) The Buyer shall check, sign and return a copy to OZFLOW indicating approval or respond with amendments. Amendments may alter the price payable for the Custom Products and if so OZFLOW will notify the Buyer accordingly.

- c) If the Buyer requires amendments OZFLOW shall deliver revised Drawings to the Buyer as soon as reasonably possible and the steps in clauses 3(a) and 3(b) shall be repeated until the Buyer has approved the Drawings by returning a signed copy to OZFLOW.
- d) The return of signed Drawings is the Buyer's instruction for OZFLOW to commence the manufacturing process for the Custom Products in accordance with the Drawings and no further changes may be made by the Buyer without OZFLOW's written consent.
- e) If the Buyer has not signed and returned the Drawings to OZFLOW within 14 days from the time of Acceptance, OZFLOW may at any time thereafter, but before the Buyer returns the signed Drawings, cancel the Contract and refund of any monies paid by the Buyer in respect of that Contract but shall otherwise have no liability to the Buyer in respect of such cancellation.
- f) The Buyer indemnifies OZFLOW in relation to Drawings and specifications provided to OZFLOW, that they do not infringe the intellectual property rights of any third party.
- g) OZFLOW are not liable for the performance of, or any loss or damage related to Custom Products due to specifications provided by the Buyer.

7. Specifications and Safety

- a) Excluding Custom Products, OZFLOW may alter the design and specification of goods offered without notice.
- b) The Buyer is responsible for ensuring the accuracy and completeness of the terms of any Order, including any applicable specifications or drawings submitted to OZFLOW.
- c) To the fullest extent permitted by law it is the Buyers responsibility that Goods comply with all safety laws, applicable Australian standards or other statutory requirements and will be safe and without risk of harm or damage when used in the context required by the Buyer.

8. Delivery and Shortages

- a) Delivery times and dates are estimates only and are not guaranteed.
- b) OZFLOW shall decide the method of delivery and the carrier, which shall be at the Buyer's expense.
- c) OZFLOW shall be entitled to postpone delivery in case of force majeure, pandemics, labour dispute, fire, lack of means of transport, shortage of materials, supplier default, interruption of production, public restrictions or other events beyond OZFLOW 's control. OZFLOW may postpone delivery for a period corresponding to the duration of the hindrance, provided that OZFLOW informs the buyer hereof in writing no later than seven (7) days after the onset of the hindrance.
- d) OZFLOW shall not accept any liability in relation to delays for any reason.
- e) The Buyer shall check the quantity of Goods delivered against the quantity due and notify OZFLOW in writing within 48 hours of any variances.

9. Title and Risk

- a) Title in the Goods, the subject of the relevant Contract, shall not pass to the Buyer until OZFLOW has received payment in full of all monies due under that Contract.
- b) Risk in the Goods passes to the Buyer upon dispatch of the goods by OZFLOW.

10. Return of Goods

- a) Return of Custom Products and non-saleable products shall not be accepted.
- b) Return of Goods shall only be accepted subject to prior written agreement. When returning products, the invoice or delivery note number for the returned Goods shall always be stated.
- c) OZFLOW may charge a re-stocking fee of 30% of the invoiced amount for the Goods, or AUD\$50, whichever is the greater amount, with due consideration of the condition of the product upon OZFLOW's examination of the product when returned.
- d) Any returns shall be at the expense and risk of the buyer.

11. Errors in OZFLOW's Documents

- a) Errors and misprints in computation, typing or otherwise in the OZFLOW's documents, including catalogues, quotation, delivery docket, invoice, statement or credit note shall be subject to correction by the Company by means of re-issue of the document or by adjusting dockets with reference to the original transaction.

12. Warranty

- a) Subject to the Conditions the warranty period related to manufacturing defects shall be 5 years from the date of delivery.
- b) The Goods shall be installed by a Tradesperson suitably qualified to install the Goods.
- c) Proof of purchase including the date of purchase shall be provided to OZFLOW.
- d) Incorrect use of Goods for applications, including but not limited to, wrong material type for the installed environment or media exposure and incorrect installation methods shall void any warranty.

13. Limitation of Liability

- a) Goods sold by OZFLOW shall be of satisfactory quality but shall not be sold as fit for any particular purpose.
- b) OZFLOW shall not be held liable for any modifications to the Goods by the buyer.
- c) Subject to the Conditions, OZFLOW will repair or replace any of the Goods or parts thereof which have been fully paid for by the Buyer in respect of any defects due to faulty materials or workmanship attributable to OZFLOW or from OZFLOW's failure to supply the Goods in accordance with the quality or specification ordered, provided such claims are notified in writing to OZFLOW in accordance with this clause. In the case of: (i) defects which would have been apparent to the Buyer on reasonable examination on delivery, the Buyer shall notify OZFLOW of the defects in writing within 7 days of delivery; (ii) any other defects, the Buyer shall notify OZFLOW of the defects in writing within 7 days of the date when the defects became apparent but in any event no later than 6 months after delivery; (iii) any failure to supply Goods of the quality or specification ordered, within 7 days of delivery. The Buyer agrees to provide all information and documentation to allow OZFLOW to assess the claim and to inspect the Goods wherever located.
- d) To the fullest extent permitted by law: (i) the obligations of OZFLOW in respect of any defects due to faulty materials or workmanship attributable to OZFLOW or from OZFLOW's failure to supply the Goods in accordance with the quality or specification ordered are as set out in the Contract; (ii) OZFLOW shall not be liable to the Buyer for any consequential, special, incidental or other indirect loss or damage including loss of profit, loss of opportunity, business, revenue, goodwill or anticipated savings arising out of the performance, non-performance or defective performance of the obligations of OZFLOW irrespective of whether or not OZFLOW was made aware of the possibility of such loss; (iii) all express and implied warranties, terms and conditions in relation to the obligations of OZFLOW including those implied by use, trade, custom or otherwise are hereby excluded; (iv) OZFLOW's total liability to the Buyer for breach of its obligations to the Buyer (including due to negligence) are at the option of OZFLOW and limited to repairing, replacing or resupplying the Goods, or refunding the relevant price paid by the Buyer to OZFLOW for the relevant Goods. OZFLOW's liability shall be limited to the invoiced value of the defective product.
- e) OZFLOW shall be exempt from liability where the Buyer fails to observe OZFLOW's instructions, use and maintenance for the Goods.

14. Force Majeure

- a) Neither OZFLOW or the Buyer shall be liable for any failure to perform any obligation under the Contract due to an event beyond the control of such Party including, but not limited to, pandemics, labour dispute, fire, lack of means of transport, shortage of materials, supplier default, interruption of production, public restrictions, acts of God, war, insurrection, riot, civil unrest, or acts of civil or military authority.

15. General

- a) Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. For clarity, notices may be given by post, personal delivery or email.
- b) OZFLOW may alter these Conditions from time to time by publishing an updated version of the Conditions on OZFLOW's website. The updated Conditions will apply to orders placed after the date of publication. It is the Buyer's responsibility to check the current Conditions.
- c) Neither party may assign its rights under the Contract without the other party's prior written consent.
- d) OZFLOW retain copyright in all OZFLOW's documents (including plans, illustrations, drawings and specifications made available to the Buyer for the purposes of the Contract) and neither they nor their contents may be used without OZFLOW's written consent for any purpose other than that for which they were made available. The Buyer may not use, reproduce or communicate the contents of such material to any third party unless authorised by OZFLOW in writing to do so.
- e) The laws in force in Queensland, Australia govern the Contract for supply and the Buyer submits to the jurisdiction of the courts of Queensland, Australia.
- f) The Buyer's agreement with OZFLOW's Conditions as stipulated above is assumed unless otherwise communicated

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