

TERMS AND CONDITIONS OF AGREEMENT

1. The distributor AquaMan Australia Pty Ltd (AquaMan) shall supply to the customer the bottle filtration assemblies and chillers & or other products (herein referred to as the 'goods') to the premises notified by the customer and the parties acknowledge that AquaMan's delivery records shall be deemed to be proof of deliver of the goods to the customer.
2. The goods shall remain the property of AquaMan and the customer shall not sell, offer for sale, assign, mortgage, pledge, lend or deal with the goods in any way that prejudices the interests of AquaMan unless it has obtained the prior written consent of AquaMan. This provision includes any circumstance wherein the customer sells its business or goes into receivership or liquidation.
3. **The customer shall not remove or allow the removal of the goods from the place to which the goods were delivered unless the customer has the prior written consent of AquaMan including any relocation of the Business/Customer.**
4. AquaMan agrees to service the goods and provide the customer with a continued supply of new filters during the duration of this agreement or any periods extended by this agreement. The customer hereby acknowledges that it has irrevocably authorised AquaMan to enter upon the place where the goods are situated to service same and the customer shall indemnify AquaMan against any action, claim or demand arising out of the exercise by AquaMan of its rights and powers under this clause. **AquaMan shall be entitled at its sole discretion to determine the service schedule for the said goods and its service history records shall be deemed to be proof of service in the event of any dispute arising.**
5. The customer shall only use the goods for the storage and dispensing of drinking water and hereby agrees that they are not to use the goods for any other purpose whatsoever. The customers shall at all times maintain the goods in a clean, healthy and hygienic condition. The bottle filtration assembly shall not be changed or tampered with in any way, be defaced or marked in any way. Any existing markings or identifications are not to be covered up by the customer. **The customer shall upon demand compensate AquaMan for any loss or damage to any bottle filtration assembly and/or refrigerated chiller delivered to the customer.**
6. **The customer shall pay AquaMan all monies due under this agreement including any taxes in advance once both parties have executed the agreement. Payment is to be made to AquaMan by cash, cheque, direct debit or credit card. Any payment that falls outside the due date shall incur a late payment fee of \$10 per invoice/account. The customer agrees to pay AquaMan the cost of all new filters fitted service done and rental due during the term of the agreement and all associated costs (including but not limited to supply and service fees damage or loss, taxes, etc) by the due date shown on the tax invoice issued by AquaMan. AquaMan reserves the right to pass on any slow paying or overdue accounts, or outstanding expenses to a collection agency at a time AquaMan deems appropriate should this action be required and any additional costs incurred by this action will be borne by the customer. And the customer irrevocable accepts & agrees to the transfer of the customers relevant data to any such collection or credit reference organisation for this purpose, in accordance with the Privacy Act 1988. Further, AquaMan reserves the right to suspend services and to remove its goods in the event its invoices are not paid on time.**
7. In the event of a breach of this agreement by the customer, AquaMan may terminate this agreement and repossess the goods delivered to the customer. For the purpose of repossession AquaMan may at any time without notice enter the customers premises and take possession of the said goods and take whatever steps necessary at the customer's cost to safeguard the goods. The customer hereby indemnifies AquaMan in respect to any claim, which may arise out of any actions taken by AquaMan irrespective of any negligent act or omission by AquaMan. The supply period shall be deemed terminated upon repossession and all monies payable by the customer under this agreement become payable immediately. **Should this payment not be received by AquaMan within seven (7) working days of cancellation then the matter will be referred to a collection agent of AquaMan's choice, a default will be lodged with the relevant Credit Rating Authority (at the time). All costs incurred in recovery of said monies to be paid by the customer.**
8. **This agreement shall apply for an initial period of twelve (12) months or unless otherwise agreed in writing between the parties ("the initial term") from the date of signing and shall automatically be renewed by the customer's choice of payment periods on 60 months 36 months 12 months 6 months 4 months for the same initial term unless cancelled by either party in writing thirty (30) days prior to the renewal date. At such time any monies outstanding by the customer are to be paid to AquaMan immediately. Should this not occur within seven (7) working days of cancellation, AquaMan reserves the right to refer the matter to a collection agent of its choice, lodge a default with the relevant Credit Rating Authority (at the time). All costs incurred in recovery of the said monies to be borne by the customer. Unless notice is given prior to the automatic renewal date, with the exception of termination, the terms of this agreement shall continue to apply (in accordance with the extended period selected by the customer). The customer acknowledges that it shall not be released from its obligations under this agreement unless or until the customer has complied with all its obligations under the agreement and the goods are returned to AquaMan in the same working order and condition in which it was delivered, with the exception of fair wear and tear. The customer must provide the necessary assistance, including access to the premises to remove the goods at any given time upon notice by AquaMan.**
9. The customer acknowledges that AquaMan is under no liability for any defects resulting from or arising out of the production of same and furthermore AquaMan will not be liable to the customer in respect of any claim that the goods were not in accordance with the agreement unless the claim is lodged by the customer with AquaMan within seven (7) days of delivery of the goods. All conditions, warranties and representations unless expressly set out in the terms and conditions are hereby expressly excluded. Risk will pass to the customer on delivery of the goods notwithstanding ownership will remain with AquaMan.
10. The customer acknowledges that AquaMan is under no liability for any loss, death of any person, injury or damage (including consequential loss, injury or damage suffered or caused as a result or arising out of any act or omission whether negligent or otherwise) by AquaMan, its servants and agents. The customer will indemnify AquaMan against any claims made against AquaMan by any third party in respect of any such loss, injury or damage.
11. Notwithstanding anything contained herein AquaMan shall continue to be subject to an implied warranty provided by the Trade Practices Act 1974, if and to the extent that the said Act is applicable to this agreement and prevent exclusion, restriction or modification of any such warranty. And further that AquaMan's 100% guarantee shall be in force at all times during the life of this agreement provided that the customer's account is in good order.
12. AquaMan reserves the right to assign, transfer, sell or otherwise deal with its interest or benefit in any agreement, giving fifteen (15) days notice to the customer advising of details of such dealings.
13. AquaMan will not be deemed to have waived any of its rights under the agreement unless such waiver is in writing and signed by an authorised officer of AquaMan. If any part of the agreement is or becomes unenforceable, void or voidable that provision shall be severed from the agreement so that the validity and enforceability of the remaining provisions of the agreement shall not be affected. Each agreement will be governed by the Law of Queensland and the parties submit to the jurisdiction of the Court of that State.

These terms and conditions of agreement including prices for goods and services may change without notice; however, AquaMan will duly notify the customers in writing within 21 days of any such change by publishing the same on its website.