

TERMS AND CONDITIONS

Cordless Filter Machine Pty Ltd ABN 33 110 257 086

Preliminary

These are Cordless Filter Machine Pty Ltd (the "Seller") Standard Terms and Conditions, which will apply to every contract whereby you as the Customer (the "Customer") order and purchase the items (as set out in the Order) from the Seller.

The Contract

The Terms of the Contract between the Seller and the Customer for the sale and supply of Products Ordered are contained collectively in all of the following:

The duly completed Order; these Standard Terms and Conditions;

The Acceptance; and The relevant parts of the Seller's then Current Price List.

The Contract date is the date the Seller Communicates acceptance to the Customer. An Order once placed where Acceptance has been communicated may only be cancelled by the Customer if the Seller agrees in writing to its cancellation. Cancellation may be conditional on the Customer paying the costs and expenses incurred by the Seller up to the date of cancellation.

Where the services provided by Cordless Filter Machine has to be changed to the Customer's particular specifications or requirements then the Customer must also pay for all work in progress up to the date of cancellation.

Defined Terms

In these Standard Terms and Conditions and any related documents, unless the context otherwise requires the following words and phrases mean:

"ABN" means Australian Business Number.

"Acceptance" means the occurrence of any one of the following:

The signed Acceptance by the Seller of the Order; or

the Acceptance by the Seller of a payment for the products in which event the Acceptance will be deemed Communicated without any further steps being required; or

"Communicates" means all tenses of the verb and any act of communication and includes written communications, electronic communications and facsimile communications but does not include oral communications unless confirmed in writing or electronically.

"Contract" means this contract for the sale of oil to the customer/s.

"Current Price List" means the price list published by the Seller from time to time as the current prices for the Customers products, exclusive of GST.

"GST" means Goods and Services Tax.

"GST Act" means A New Tax System (Goods & Services Tax) Act 1999.

"Intellectual Property" means all copyright in all designs, plans and drawings of the Products, all Designs whether registered or unregistered, all trademarks and logos whether registered or unregistered, all patents granted and patents pending and all know-how and information pertaining to the manufacture of the Products.

"Order" means an Order placed by the Customer on an Order Form for the purchase of an item or items of the Products duly completed and signed by the Customer and Communicated to the Seller containing: the Price of the items of products Ordered;

The Customer's full details; and full details of the services Ordered.

"Order Form" means the Seller's Order Form which may be amended from time to time.

"Parties" means the Seller and the Customer.

"Person" means any individual, company or entity not being a Party and not being an employee of a Party.

"Price" means the purchase price of the Products exclusive of GST determined by reference to the Seller's Current Price List and as set out in the Order.

"Product" means any Oil or Equipment provided by the Seller.

"Equipment" means all equipment that is property of the Seller including Fresh Oil Pump, Cordless Filter Machine, Recharger, Poly Trolleys, Waste Tank, Waste Vacuum Pump, Filter Frame, Chip Stick, Bench.

"Services Ordered" means the service ordered by the Customer and identified on the Order as signed by the Customer.

"Tax Invoice" means a tax invoice that complies with the GST Act.

Minimum Order of Product

The customer acknowledges that a Cordless Filter Machine will be provided by the Seller free of charge provided a minimum weekly order of 80 litres of the Product is maintained. If the customer fails to purchase 80L per week the Seller has the right to charge a fee of \$100 per month Inc GST for the hire of the Cordless Filter Machine. The Seller reserves the right to remove the Equipment, without notice, if the minimum order is not maintained.

Price

The price is subject to change.

The Seller agrees to sell the CFM Australia product and the Customer agrees to the product ordered by the Customer for the Price. The Price must be paid COD or at such other time as the Seller and the Customer may in writing agree.

The Seller will render a Tax Invoice to the Customer on or prior to Delivery. This may be emailed or handed to the Customer at the Customer's place of business.

Price and Partial Delivery

Where there is partial Delivery of the Products, then the Seller will be entitled to be paid by the Customer that proportion or percentage of the Price that relates to those Products delivered on that partial Delivery.

Service undertaking

The customer is responsible for the paperwork to be properly completed in regard to the customer product before the service commences.

The Seller will not be liable to the Customer for any damage or destruction of the Customers Products caused by: any failure by the Customer to properly or safely store the Products; any failure by the Customer to properly move the Products after Delivery; any failure by the Customer to properly Deliver the Products; any act or omission by the Customer or any Person after Delivery;

Subject to the express terms of this Contract and to any statute or regulations (State or Federal) which cannot be excluded contractually, the Parties expressly agree that: the Seller does not accept any liability whatsoever in respect of any loss or damage (including injury, death, loss of profits or repudiation, economic loss and consequential loss or other damage)

All Warranties implied by any Statute that can be excluded are hereby expressly excluded.

Where any Person suffers loss, damage, or injury (including personal injury) as a direct or indirect result of any failure as stated above or as a direct or indirect result of any misuse of the Products and Equipment then the Customer hereby indemnifies the Seller against any liability (including costs) of the Seller to that Person.

Delivery of the Products

The Seller will deliver the Products safely and securely packed.

The Customer or the Customer's representative must be present on Delivery to inspect the Products Ordered and sign for acceptance of the Products on Delivery.

Payment

Unless otherwise agreed in writing, payment for the Products Ordered must be made Cash on Delivery (COD).

The Seller always reserves the right at any time to require whole or partial payment of the Price by the Customer at any time before delivery.

Where the whole or partial payment of the Price is required by the Seller before Delivery, any failure by the Customer to make such payment when required by the Seller entitles the Seller to: suspend the Services of the Customers Products; and/or

If no payment is received by the agreed term of the contract. All services will be cancelled for that customer. All the outstanding moneys including all taxes will become due. The customer will be responsible for all the legal cost in retrieving the moneys outstanding.

Variations

The Seller does not agree to any variations to this Contract. This Contract does not obligate the Seller to accept any variation in the services to be supplied.

The Seller will however (without obligation) consider any variations sought by the Customer.

The terms of any variation will not be binding unless and until they are agreed in writing and signed by the Seller and the Customer. They will then and only then constitute a variation to this Contract.

If no agreement is reached as to a sought variation, then the Service will be made and supplied in accordance with the terms of the Contract and the Customer will accept the services as so made and ordered.

Where the Customer has requested a variation to the service and such variation delays Delivery, the Seller reserves the right to invoice the Customer and receive payment on the agreed date of Delivery.

Time of Delivery and Delay

The Seller will take all reasonable commercial endeavours to ensure that the services Ordered are delivered on the agreed date for Delivery set out in the Order. Where there is a schedule of times for Delivery referred to in

the Order then the Seller will take all reasonable commercial endeavours to ensure that the services are delivered on the agreed scheduled dates for Delivery.

If the Seller is unable to deliver the Products to the Customer by the date or dates of Delivery set out in the Order, then the Seller must promptly notify the Customer in writing to that effect with estimates of the revised time for the Delivery of the Products Ordered.

Provided the Seller has used all reasonable commercial endeavours to deliver the Services to the Customer in accordance with the date or dates for Delivery in the Order, the Seller will not be liable to the Customer for any delay in Delivery of the Products or any part thereof. The Customer acknowledges that the Seller may be dependent upon various supplies of materials and components from third parties in order to be able to Deliver the services to the Customer by the agreed date or dates for Delivery. Any delay in the service of the Products ordered caused by any shortage or unavailability of materials or components may give rise to a delay in Delivery and the Customer acknowledges and agrees that in such circumstances the Seller will not thereby be in breach of its Delivery obligations.

The Seller reserves the right to invoice the Customer and receive payment for the Products even though Delivery has not occurred through the Customer's failure to take Delivery of the services Ordered. If the Customer fails to pay for the Products serviced then the Seller may sue the Customer for the Price as a debt immediately due and owing and all costs to the Seller by the Customer, even though Delivery has been suspended because of the Customer's failure to pay the Price when due.

Suspension of Delivery

The Seller may suspend Delivery of the Products without being in breach of this Contract if:

Where the Customer must make a pre-payment or instalment and fails to pay any pre-payment or instalment of the Price for services Ordered until such payment is made; the Customer fails to inspect the Products serviced promptly and signs the delivery docket.

Whilst any dispute between the Customer and the Seller remains unresolved; the Customer owes any money to the Seller on any account whatsoever; in the reasonable opinion of the Seller, the Customer will be unable to pay the Price or balance of the Price to the Seller. The Seller must give notice via telephone or email to the Customer of its intention to suspend Delivery and the reasons for such suspension.

Ownership of Intellectual Property

Nothing in the Contract between the Parties gives the Customer any interest or right to the Intellectual Property in the Products, Equipment and services Ordered which Intellectual Property the Customer acknowledges is exclusively owned by the Seller.

All copyright in all manuals, diagrams, drawings, plans and specifications that are provided to the Customer with the Products and Equipment Ordered remains the sole and exclusive property of the Seller and such items are not to be reproduced without prior written permission of the Seller.

Ownership of Product and Equipment

All product is owned by the Seller until full payment is received. All Equipment is property of the Seller and to be returned to the Seller if supply of the Product is Terminated.

Inspection of the Products

It is the Customer's obligation to inspect the Products serviced at such reasonable dates, times and places as the Seller notifies in writing to the Customer. If the Customer fails to inspect the Products Ordered within seven (7) days of written notification from the Seller that the Products Ordered are ready to be inspected, then the Customer will be deemed to have accepted the Products, waived all rights of inspection and consequent to inspection to have waived all rights in respect to all visible defects and to have those defects rectified.

If on inspection the Customer does not accept the Products serviced as being in accordance with the Contract, then the Customer shall within two (2) days of such inspection, send to the Seller by facsimile, email or letter full details of all rectifications the Customer requires in respect to those defects. If the Customer fails to do this within the said two (2) days of inspection, then notwithstanding that the Customer has orally or informally failed notified the Seller of the defects, the Customer will be deemed to have accepted the Products pursuant to the inspection and to have waived the Customer's rights to have such defects rectified.

Where the Customer provides to the Seller the full details of rectification work consequent upon inspection within the time provided, the Seller will, if it accepts that such defects exist and require rectification, promptly at its own cost carry out all those requirements so as to cure the defects in the Products serviced. Where the Products Ordered does not, because of such defects, comply with any Specifications, the Seller must rectify the Products serviced so that they comply with the terms of the Specifications.

If in the reasonable opinion of the Seller the details of rectification sought by the Customer are outside the Specifications, the Seller shall within two working days of receiving full details of rectification inform the Customer in writing or by facsimile or email of those parts of the details of rectification which the Seller says are not required in order for the Products serviced to comply with the Specifications.

If the Customer and the Seller cannot agree on the details of rectification then either Party may require the Products serviced, to be returned to the customer and the cost of such return and the risk involved will be borne by the Customer.

Waiver

The failure by either the Customer or the Seller to exercise or enforce any rights conferred hereunder shall not, except where there is an express term to the contrary, be construed or deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or other times thereafter. A waiver of any right must be in writing signed by the Party waiving that right.

Termination

If the Customer: enters into a deed of arrangement or commits an act of bankruptcy or compounds with its creditors or becomes insolvent, or has a trustee appointed to any of its assets or has a summons for its winding up filed, goes into liquidation or has a receiver appointed to the whole or any part of its assets or if an Administrator is appointed under Section 436A of the Corporations Act 2001; or is in breach of any of the terms and/or conditions of this Contract then, the Seller may immediately stop processing of any of the Products, stop any of the Products in transit, suspend Delivery and any further performance of this Contract and/or any other agreement with the Customer without prejudice to any of the Seller's other rights and remedies and without being in breach of any of the Seller's obligations under this Contract.

The Seller may also upon the happening of any event or circumstance in Clause 17.1 by notice in writing to the Customer terminate this contract. Such termination will be in addition to and will not affect or modify in any way the Seller's legal rights to seek damages or other relief.

Notice

Any notice required to be served must be in writing and may be served personally by facsimile or by email addressed to the recipient. A notice served by pre-paid post shall be deemed served two days after posting (whether received or not) to the recipient's registered office or place of business. A notice served by email or by facsimile must be addressed to the Party concerned at its facsimile or email address and shall be deemed received the day after sending. An email or facsimile report shall be conclusive evidence of it having been sent and served.

Governing Law

This Contract shall be governed by and construed and interpreted in accordance with the laws of the State or Territory of Australia in which the Seller has its principal place of business.

Any dispute will be subject to the exclusive jurisdiction of the Courts of that State or Territory.

Interpretation

Where words importing the singular number or the plural number are used they include the plural number and singular number respectively and where words are used importing the neuter, female or masculine gender they include if applicable the masculine, feminine or neuter gender respectively.

Any reference to the Seller or the Customer includes their respective lawful successors and assigns.

The reference to any statute, by-law, and code of conduct or standard is a reference to any and all applicable amendments, variations or replacements thereof.

Disputes

In the event of any dispute arising between the Seller and the Customer as to any Party's rights or obligations under the Contract or as to whether either Party has breached or failed to meet its obligations then both Parties agree to meet together and in good faith seek to resolve the dispute.

If notwithstanding this clause the dispute remains unresolved either Party may take such actions as it thinks fit to enforce its rights against the other.

Whole Agreement

The content of the documents in Clause 2 constitute the whole of the terms of this Contract. Except to the extent the law provides as mandatory requirement a term to be implied, no term is to be implied into this Contract.

All prior representations, undertakings and statements made by either Party to the other and not expressly included in this Contract are hereby expressly excluded from this Contract and each Party expressly hereby states that it has not relied in any way on such prior representations, undertakings or statements in deciding to enter into this Contract.

To obtain a copy of these Terms and conditions please go to www.cfmaustralia.com.au