

CLEAR EDGE FILTRATION (AUSTRALIA) PTY LTD – TERMS AND CONDITIONS OF SALE

A. INTERPRETATION

In these conditions:

(1) "the Company" means Clear Edge Filtration (Australia) Pty Ltd and also where the context permits, any associated or related Company, and any sub-contractor for the said Company.

(2) "Goods" means any article or thing described in the Contract between the Company and the Buyer.

(3) "the Buyer" means the person, firm or company with whom the Contract is made by the Company by whom the order is placed on the Company or to whom the quotation is given by the Company.

(4) "the Act" means the Trade Practices Act 1974 of the Commonwealth of Australia as amended.

(5) Headings in these conditions are intended for reference only and shall not affect their construction.

(6) Words imputing any gender include the other genders; the singular includes the plural and vice versa.

B. PROPER LAW OF THE CONTRACT

The Buyer submits to the jurisdiction of the Courts of the State of Victoria in regard to any disputes which relate to the Contract. The law from time to time in force in the said State shall apply to the Contract in all respects including its formation, interpretation, operation, enforcement and discharge.

C. INCONSISTENCY

These conditions shall be deemed to be incorporated in all Contracts of the Company; and in the case of any inconsistency with any letter, document or quotation incorporating or referring to these conditions or any other document, letter or form of Contract sent by the Buyer to the Company of any of them or any other communication between the Buyer or the Company whatever may be their respective dates, the provisions of these conditions shall prevail unless expressly varied in writing signed by a duly authorised officer of the Company. The Buyer acknowledges that there is no collateral Contract or Warranty relating to the subject matter of the Contract and that the Company has made no representation to the Buyer. No employee, servant or agent of the Company has any authority whatsoever to amend, vary, modify or waive any of the terms and conditions contained herein.

D. PERMITS QUOTAS ETC,

The Buyer shall at his expense obtain all permits, quotas, licences and authorities, or any of them which are or may be necessary or expedient for the carrying out at the Contract. Any additional expense incurred by the Company occasioned by any failure of the Buyer in that regard shall be borne by the Buyer.

E. FORCE MAJEURE

The Company shall be entitled at its option to determine, delay or cancel delivery or reduce the amount delivered, notwithstanding anything to the contrary herein contained, save for the provisions of the Act, and the Company shall not be liable in or for any damages for any breach or non-observance of any of its obligations contained herein which results from or is caused by reason of or on account of any circumstances beyond its control, including (without prejudice to the generality of the foregoing) acts of God, acts of the State's Enemies, revolution, rebellion, insurrection, military or usurped power, riots, civil commotions, strikes, lock outs or other industrial disputes or disturbances, confiscation, expropriation, requisition or transfer by or under the order of any Government, public or local Authority, or any inevitable accident, or any of them.

F. PLACE OF DELIVERY, RISK AND INSURANCE

(1) The place or mode of delivery is as stated in the Contract or any contractual or ancillary document. Risk of loss of or damage to the Goods shall pass to the Buyer on delivery. Delivery to a carrier for forwarding to the stated place of delivery shall be deemed delivery to the Buyer, but the Company reserves the right to stop the Goods in transit unless the price has been paid in full and all liens of the Company have been discharged.

(2) It shall be the Buyer's responsibility to insure any Goods to be supplied whilst they may be in transit from the Company to the Buyer.

G. DELIVERY DATES

All times or dates given for delivery of the Goods shall be regarded as an estimate given in good faith without any responsibility on the part at the Company. The time of the delivery shall not be of the essence of the Contract nor shall the Company be liable for any damages occasioned by the Buyer because of late delivery or non-delivery, whether or not beyond the Company's reasonable control, save for the provisions of the Act. The Buyer shall not be entitled to repudiate or cancel the Contract by reason of late delivery.

H. INSTALMENTS

The Company shall have the rights to make delivery by instalments of such quantities and at such intervals as it may in its absolute discretion decide, and any expressed provision as to instalments in the Contract shall be in addition to and not in derogation of this right. Each instalment shall, when delivered, be accepted and paid for by the Buyer, notwithstanding late delivery or non-delivery of any other instalment, and each instalment deliverable under this Contract shall be deemed to be sold under a separate Contract.

I. PASSING OF PROPERTY/TITLE

Title to the property in the Goods referred to in the Contract shall remain with the Company and shall not pass to the Buyer until the Buyer has paid to the Company all sums owed to it. If all sums owed by the Buyer to the Company are not paid by the Buyer by the due date, the Company shall at its absolute discretion be at liberty either to recover the Goods or maintain an action for any or all of the sums

outstanding. Without prejudice to the foregoing the Company may maintain action against the Buyer for any loss and damage suffered in consequence of the Buyer's failure to complete the Contract or pay to the Company all sums owed to it. Further the Buyer agrees that prior to the payment to the Company of all sums owed to it the Company may at any time enter upon the Buyer's premises and remove the Goods therefrom and that prior to such payment the Buyer shall keep such Goods separate and identifiable for this purpose.

J. PRICES AND EXCHANGE RISK

(1) All prices quoted are, unless expressly stated to the contrary, exclusive of Goods and services Tax and other governmental imposts, packaging, freight, insurance and transport charges ("additional costs"). The Buyer shall in addition to paying the price pay or reimburse to the Company all such additional costs which, where applicable, will be calculated by reference to the final price determined after applying any price variation. Note"- Pricing subject to pass-through of any levied tariffs or surcharges

(2) Unless stated in the quotation or contract to be "fixed", the Company reserves the right to vary the contract price at any time prior to payment of the final invoice so as to take account of increases incurred by the Company in the cost of raw materials, labour and all other direct and indirect costs including all taxes and imposts thereon.

(3) The Buyer agrees to pay for any loss or extra costs incurred by the Company through the Buyer's instructions or lack of instructions or through failure or delay in taking delivery or through any act omission or default on the part of the Buyer or its servants agents or employees.

(4) The provisions of paragraph (a) below shall apply unless the Buyer has elected in writing at or before the time at which the Contract is made (or if the Company so permits within a reasonable time thereafter) that the provisions of paragraph (b) below shall apply;

(a) The Buyer accepts the risk of adverse movements in foreign exchange. The quotation or contract price (either as originally stated or as varied pursuant to this clause J) is based upon the rate or exchange stated on the face of the quotation, order confirmation or other contract document. If between date of quotation or contract and the date upon which the Company pays its suppliers (which date shall be in the Company's discretion) there is any adverse movement in the rate of exchange, the Company reserves the right to increase the contract price by applying the difference in exchange rates to 85% of the contract price.

OR

(b) Where this paragraph applies the Buyer shall not be obliged to accept the risk of adverse movements in foreign exchange. Instead the price quoted will be varied as at the date on which the Buyer's order is confirmed by applying the difference in the exchange rate stated on the face of the quotation or other contract document and the ANZ Bank Forward Exchange Cover exchange rate on date of order confirmation to 85% of the contract price.

(5A) written statement signed by any Director or other authorised officer of the Company as to the amount of any price increase or additional amount payable under this clause shall be conclusive.

K. INTELLECTUAL PROPERTY

The Buyer shall indemnify the Company against all costs claims and damages incurred or threatened arising out of any alleged infringement of patents, trademarks or copyright occasioned by the manufacture or sale of the Goods made to the specifications or special requirements of the Buyer. The Buyer acknowledges and agrees that nothing in this Contract grants the Buyer any Intellectual Property Rights or any rights in any Intellectual Property owned or paid for by the Company.

L. DESCRIPTION

Any description of any Goods is given by way of identification only and use of such description shall not constitute this Contract a sale by description. The Company reserves the right to over or under supply by up to 5% in the interests of economic usage of materials.

M. TERMS OF PAYMENT

(1) The terms of payment are net cash, 30 days after invoice date on approved credit accounts, but the Company reserves the right in its discretion to require (without prior notice) payment in full before delivery.

(2) The time of payment shall be the essence of the Contract.

(3) The price of the Goods shall be due in full to the Company in accordance with these terms and the Buyer shall not be entitled to exercise any set off lien or other similar right or claim.

(4) If the Goods are delivered by instalments, the Company shall be entitled to invoice each instalment as and when delivery thereof has been made and payments shall be due in respect to each instalment whereby delivery has been made, notwithstanding non-delivery of other instalments or other default on the part of the Company.

(5) If upon the terms applicable to any order the price shall be payable by instalments, or if the Buyer has agreed to take specified quantities of the Goods at specified times, a default of the Buyer of the payment of any due instalment or the failure to give delivery instructions in respect of any quantity of the Goods outstanding shall cause the whole of the balance of the price to become due forthwith.

(6) Without prejudice to any other rights it may have or acquire, the Company reserves the right to charge interest at 2% above the rate from time to time charged or chargeable to it by its Bankers on overdrawn current account in respect of any payments which are overdue. The certificate of a director of the Company as to the applicable interest rate for the time being shall be conclusive. Notwithstanding any previous credit terms allowed, if interest becomes payable following the Buyer's default the Company may charge interest at the rate aforesaid from date of delivery until date of payment in full.

(7) The Company shall have a lien on all Goods supplied to

the Buyer whether under this or any other contract and whether paid for or not and also on all other property of the Buyer in the Company's possession for all money from time to time payable by the Buyer to the Company under this or any other contract.

If the Personal Properties Securities Act 2009 (Commonwealth of Australia) ("PPSA") applies to this agreement, to the extent permitted thereunder, the Buyer contracts out of and waives any rights in relation to or to receive any notifications, verifications, disclosures and reinstatements of this agreement, objections or other documentation referred to under the PPSA and the Buyer shall do all acts necessary to enable the Company to perfect any security interest (as defined under that Act) that the Company may have under the agreement;

N. CLAIMS

The Buyer shall inspect the goods forthwith on delivery. No claim for short or wrongful delivery, non-conformity with specification or other overt breach of contract will be valid or entertained by the Company unless received in writing by the Company within 14 days after date of delivery. No Goods shall be returned without the express authority of the Company. Where the Company authorises the return of any Goods, and the Buyer does not utilise the Company's nominated carrier, any amount of freight or carriage incurred by the Buyer in excess of the Company's nominated carrier's standard rate charged from time to time to the Company shall be borne by the Buyer. Except where the Buyer utilises the Company's nominated carrier, return freight charges must be prepaid by the Buyer and Goods returned "freight collect" will not be accepted by the Company.

O. DEFAULT OF BUYER

If the Buyer shall fail to accept the Goods or any instalment or part instalment thereof, or shall fail to pay any sum due to the Company at the proper time, or make default or commit any breach if any other obligations, the Company may in its discretion (and without prejudice to any other right or claim), by notice in writing determine wholly or in part any and every contract between the Company and the Buyer or may (without prejudice to the Company's right subsequently to determine any contract for the same cause should it so decide), by notice in writing suspend further deliveries of Goods until every default by the Buyer has been remedied.

P. CANCELLATION

Orders once accepted cannot be cancelled by the Buyer except by Agreement in writing of both the Buyer and the Company and upon payment to the Company of such amount as may be necessary to indemnify the Company against all losses (including loss of profit) resulting from the said cancellation.

Q. WARRANTY

(1) Save as set out in paragraphs (2), (3), (4) of this clause, and in any written warranty provided by the Company to the Buyer and save for the provisions of the Act which have mandatory application to this Contract, the Company gives no Warranty in respect of the Goods or any services to which this Contract applies and all conditions and warranties expressed or implied by statute, common law, equity, trade custom or usage or otherwise howsoever are excluded to the maximum extent that such exclusion is permitted by law.

(2) The Company warrants any Goods manufactured by the Company or any work undertaken by it, pursuant to the Contract, shall be in conformity with the Company's specifications. The Company shall not be liable for imperfect work caused by any inaccuracies in any drawing, bills of quantities or specifications supplied by the Buyer and does not warrant fitness for any particular purpose or merchantability.

(3) The Company warrants that any Goods not manufactured by it but supplied by it pursuant to the Contract shall be in conformity with the specifications referred to in the Contract.

(4) Notwithstanding the foregoing, but save for the provisions of the Act, the Company shall not be liable for any loss or damage resulting in any manner from any injury to persons or damage to property howsoever arising and whether as a result of negligence, wilful misconduct or otherwise. Further, the Company's liability for breach of any express or implied warranty or other breach of contract does not include any liability for indirect or consequential loss or loss of profits and shall be limited to a maximum of the invoice price of the Goods concerned. This provision shall survive the termination of the Contract for any reason whatsoever.

R. REPRESENTATIONS

No statement description information or warranty condition or recommendation contained in any catalogue price list, advertisements or communication or made verbally by any of the Agents or employees of the Company shall be construed to enlarge vary or over-ride in any way, any of these conditions.

S. TECHNICAL INFORMATION

Any drawings, illustrations and specifications prepared by the Company in reply to the Buyer remain the property of the Company, and must not be communicated to any third party without the Company's previous written permission. The Buyer hereby undertakes that it shall not discuss any information contained herein with any third party without the prior written consent of the Company. Any drawings and illustrations prepared in connection with the Contract or contained in the Company's price list, are not binding as to dimensions or details unless it is specifically stated on such drawings or illustrations that dimensions or details are binding.

T. GST

If a goods and services tax or any similar tax (hereinafter in this clause called "GST"), as described in "A New Tax System (Goods and Services) Act 1999" and related Acts, is imposed and has application to any supply to the Buyer, the Company may, in addition to any amount or consideration expressed as payable elsewhere in these terms and conditions, subject to the Company issuing a valid tax invoice, recover from the Buyer an additional amount on account of GST, such amount to be calculated by multiplying the amount of consideration payable by the Buyer for the relevant supply, by the prevailing GST rate.

U. Limitation of Liability.

Company shall not be responsible, obligated, or liable for any injury or damage resulting from an application or use of its Goods, either singly or in combination with other products. COMPANY'S SOLE LIABILITY FOR BREACH OF WARRANTY OR ANY OTHER CLAIM SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE GOODS OR RETURN OF THE PURCHASE PRICE, AT COMPANY'S SOLE OPTION. COMPANY SHALL NOT BE LIABLE FOR DAMAGES INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INCIDENTAL, PUNITIVE, LIQUIDATED OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE GOODS OR ARISING OUT OF ACCEPTANCE OF THIS ORDER. COMPANY'S LIABILITY FOR DAMAGES (MONETARY OR OTHERWISE) UNDER ANY CIRCUMSTANCES FOR CLAIMS OR ANY TYPE OR CHARACTER, WILL BE LIMITED TO THE LESSER OF (I) THE AMOUNT OF ACTUAL DAMAGES INCURRED BY BUYER OR (II) THE AMOUNT PAID BY BUYER TO COMPANY FOR THE ONE YEAR PERIOD IMMEDIATELY PRIOR TO SAID BREACH. ANY ACTION AGAINST COMPANY ARISING OUT OF THIS TRANSACTION SHALL BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE SUCH CAUSE OF ACTION HAS ACCRUED, OTHERWISE THE SAME SHALL BE BARRED. BUYER SHALL INDEMNIFY COMPANY AGAINST ALL LIABILITY, COST, OR EXPENSE THAT MAY BE SUSTAINED BY COMPANY BECAUSE OF ANY SUCH LOSS, DAMAGE, OR INJURY.