

## Terms and Conditions of Sale

### 1. Price changes

Waterco reserves the right to alter prices without prior notice.

### 2. Payment

Payment of goods shall be strictly Cash-On-Delivery unless credit arrangements have been approved. Payments of goods purchased on credit must be made within 30 days from date of statement. Overdue accounts may incur an interest charge at the rate of 1.5% per month, at Waterco's discretion. Waterco reserves the right to require Cash-On-Delivery where there has been a failure to meet the terms of credit previously provided.

### 3. Returned goods

Goods returned for credit by prior arrangement and must be accompanied by written details of the original delivery date and other relevant information. Returns may be subject to a handling charge at Waterco's discretion according to the circumstances. Waterco will not be responsible for the freight charges for the return of such goods.

### 4. Delivery Arrangements

Waterco will only deliver to the customer's business premises or to locations nominated by the customer within 25 kilometres of the customer's business premises. Freight costs will be handled in accordance with clause 5. If the customer requests delivery outside these areas, it may or may not be provided, at the relevant Waterco branch manager's discretion and on terms to be agreed with the Waterco branch manager.

### 5. Freight costs

All prices quoted are Free-Into-Store above the minimum order value as stipulated in point 6 of these terms and conditions in the metropolitan areas of Sydney, Melbourne, Brisbane, Gold Coast and Perth as defined by Waterco. Deliveries to all other areas are on ex - Waterco Warehouse basis. Where freight forward costs and charges are reversed to Waterco by a freight forwarder for any reason, these costs and charges will be applied to the Trading Account of the party liable for the payment of the goods. Commercial filters and pumps are not Free-Into-Store. Refer pages 31-43 and 59-62. Customers are responsible for the cost of returning returnable jars to Waterco.

### 6. Delivery and handling fees

Orders with an invoice value of less than \$250.00 (ex GST and not including jar deposit) will incur a delivery and handling fee of \$25.00, upon delivery of goods. All orders with an invoice value of less than \$20.00 will be on a cash sale basis only. Cash sales picked up will not incur any handling charges. Waterco reserve the right to vary the amounts mentioned in this paragraph without prior notice.

### 7. Ownership of goods

Risk in all goods supplied by Waterco to the customer shall pass:-

- (a) when goods are delivered to the customer where delivery is within the metropolitan areas as defined by Waterco and delivery is provided by Waterco or

- (b) where delivery is outside the metropolitan area as defined by Waterco, then the risk shall pass immediately the goods leave Waterco premises and the customer shall ensure that appropriate transit insurance cover has been taken out in respect of such goods.

However, ownership of the goods in all cases shall be retained by Waterco until payment is received in full such goods and for all goods supplied by Waterco to the customer. Until payment is made, the customer will hold the goods as fiduciary bailee and agent for Waterco, the agency being solely for the purpose of accounting for sale proceeds.

If the customer fails to make payment within the due time as stipulated by Waterco, Waterco shall have the right to enter upon the premises of the customer and to regain possession of the said goods. If such goods are sold by the customer prior to payment, or if they become constituents of other goods, then the customer will hold those proceeds of sale which equate to the amount owing for the goods on trust for and account for them to Waterco.

In the event that the customer fails to make payment within the due time as stipulated by Waterco, Waterco shall have the right to enter upon the premises of the customer and to regain possession of the said goods. In the event that such goods are sold by the customer prior to payment thereof, or if they shall become constituents of other goods, then the proceeds of sale thereof shall be the property of Waterco.

## **8. Order**

The customer shall, within seven (7) days upon receipt of a completed order, report to Waterco, in writing, all incorrect deliveries. Deliveries shall be assumed to be correct and no adjustment shall be made unless such notice is provided to Waterco within seven (7) days of the date of delivery.

## **9. Proof of Delivery**

Proof of delivery may be available, as an exception document, up to 3 months after dispatch, without charge. Thereafter a fee of \$30.00 per P.O.D. will apply.

## **10. Intellectual Property**

The purchaser must not use Waterco's intellectual property (Trade Marks / Logos / Images) without Waterco's written permission.

## **11. Compliance with Privacy Law**

(a) Where a party discloses to the other party any Personal Information, the recipient must:

- (i) comply with the Privacy Law in respect of its holding, use and disclosure of that Personal Information. In the case that recipient is not bound by the Privacy Law, recipient must treat such Personal Information in the same manner as if recipient was bound by the Privacy Law;
- (ii) use the Personal Information only for the purposes of fulfilling its obligations under this Agreement;
- (iii) acknowledge that if recipient breaches the Privacy Law, the disclosing party may be held to be in breach of the Privacy Law and accordingly recipient warrants to the disclosing party that it, or its agents will not act in any way, or fail to take relevant action so that recipient contravenes the provisions of the Privacy Law;

(b) Each party warrants that it has in place:

- (i) a system to detect and report when an event has occurred that may give rise to reasonable grounds to suspect an Eligible Data Breach has occurred; and
- (ii) a system to investigate and assess a suspected Eligible Data Breach within 30 days of becoming aware of a suspected breach, including a documented procedure for making an evaluation of each investigation.

- (c) In the event of a suspected Eligible Data Breach the breached party will notify the other and cooperate to minimise loss of goodwill, including liaising on client communications.
- (d) The breached party indemnifies the other for any loss of data resulting from an Eligible Data Breach where the OAIC determines the breached party did not comply with the Privacy Act, or, if no determination is formally made by the OAIC, a court of competent jurisdiction so determines.
- (e) For the purposes of this clause, Eligible Data Breach has the meaning set out in section 26WE of the Privacy Act.

**Personal Information** has the same meaning as the given in the Privacy Act 1988 (Cth).

**Privacy Law** means the Privacy Act 1988 (Cth) and any legislation (to the extent that such legislation applies to either party or any other recipient of Personal Information) from time to time in force in any Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia) affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of personal data.