

THINKWATER HAWTHORN / LYNBROOK
(PLANNED IRRIGATION PROJECTS PTY LTD)

TRADING TERMS & CONDITIONS
Effective 1st Feb 2010

GENERAL: The following are the terms and conditions of sale for all goods sold, unless the sale results from a written quotation, in which case the terms and conditions appearing on our quotation shall apply.

TERMS OF PAYMENT: Payment must be made at time of sale. For trade account customers, payment must be made within 30 days from the end of month in which the goods are purchased / invoiced, unless otherwise agreed in writing by this company. In the event of a dispute concerning any invoice, the terms of payment will still apply to the balance of the debt. Credit is at the discretion of Planned Irrigation Projects Pty Ltd, and may be **stopped** in the event that any amount is **overdue**. Planned Irrigation Projects Pty Ltd reserves the right to halt credit at any time, for any reason. A 10% deposit is required on all project work unless otherwise negotiated. For non-trade account customers, project payment is due at the agreed progress payment schedule. Final project payment is due at practical completion of works.

PRICES: Prices are all Inclusive of GST. Invoices will clearly show GST component of the total price. **Prices for goods and services may be altered without prior notification.**

CREDIT CARD SURCHARGE: Planned Irrigation Projects Pty Ltd reserves the right to charge a 2% surcharge for any accepted credit card payments.

CLAIMS & RETURNS: All returns must be accompanied by an original invoice. The invoice number, item and date must appear on all claims. All claims must be made with **seven (7) days** of delivery of goods. No claims for short supply will be recognised if not made within **seven (7) days** of delivery of goods. Goods cannot be accepted back by Planned Irrigation Projects Pty Ltd representatives, unless prior notification and authority is received & attached to goods being returned. Any stock for return must be returned to our office by the customer, **at the customer's expense**. No freight costs will be paid on returned goods by this office. Credit notes will not be issued until stock has been returned to store in original condition, and the product(s) have not been used or damaged in any way. Where stock is claimed to be faulty, a credit will be issued only after its inspection by our own staff or the manufacturers' representative. Items not of normally stocked inventory will not be credited (except by prior approval, and arrangement has been made with this office - in such cases a 15% restocking fee will be applied, in addition to any supplier charges). Items returned for any other reason will incur a 15% restocking fee. Planned Irrigation Projects Pty Ltd will not accept the return of any goods which are by their nature special, custom made, non-standard or specially ordered in by Planned Irrigation Projects Pty Ltd specifically for the Purchaser.

CONDITIONS OF SALE: All stock remains the property of Planned Irrigation Projects Pty Ltd until payment for such goods has been received in full. Planned Irrigation Projects Pty Ltd may at anytime and without notice, retake possession of invoiced goods as a result of non-payment, except in accordance with Claims & Returns conditions.

WARRANTY CLAIMS: The Purchaser acknowledges that the warranty provided by Planned Irrigation Projects Pty Ltd in respect of goods shall be equivalent to, but no greater than the manufacturer's warranty provided in respect thereof. Such warranty shall operate from the date of Planned Irrigation Project's invoice of the goods to the Purchaser.

Freight costs for warranty returns are at the Purchasers expense.

Property damage reimbursement claims for damage to property caused due to an alleged faulty product must be made directly to the manufacturer of the alleged faulty product. Planned Irrigation Projects Pty Ltd will not be held liable due to any manufacturing fault, or consequence thereof. Planned Irrigation Projects Pty Ltd does not manufacture any products it sells, we are agents only.

Planned Irrigation Projects Pty Ltd at all times reserves the right to repair or replace any goods returned by the Purchaser as being found to be faulty or defective.

CHANGES TO TERMS AND CONDITIONS: Planned Irrigation Projects Pty Ltd reserves the right to vary these terms and conditions at any time.