

# TERMS & CONDITIONS

## Buy & Rent to Buy

### 1. WARRANTIES

- 1.1 Water bottle and float valve must be cleaned monthly.
- 1.2 Filter replacement is required every 6 months.
- 1.3 Filters to be purchased only from Awesome Water Mackay. Purchasing from any other supplier will void warranty.
- 1.4 Excludes accidental damage, wilful damage, negligence and damage caused by pests and vermin.
- 1.5 Cooler must remain vertical at all times.
- 1.6 Warranties are not transferable.
- 1.7 Freight cost incurred in honouring warranty not included if outside designated service area.

### 2. PAYMENT

- 2.1 Deposit or Payment in Full is required upon delivery.
- 2.2 Future payments are to be made on due dates as per agreement on reverse side of this page.
- 2.3 Any failed payments may be re-submitted at any time.
- 2.4 Goods remain the property of Awesome Water Mackay until full payment has been received.
- 2.5 Until payment has been received in full, the applicant is to inform Awesome Water Mackay of any change in contact details, address or credit card details.
- 2.6 If any payments are more than 30 days in arrears all future payments become due and payable.
- 2.7 Failure to make payment will entitle Awesome Water Mackay to take repossession of the goods.
- 2.8 To allow this, you grant Awesome Water Mackay an irrevocable right to enter at any time any premises where the goods are held, or thought to be held, and to remove said goods
- 2.9 In case of repossession any payments made to date will not be refundable.
- 2.10 Repossessed goods will be held for customer return for a period of 30 days awaiting full payment. Thereafter all rights to goods by the customer are revoked.

### 3. CREDITS / RETURNS

- 3.1 Goods supplied in accordance with a customer order cannot be returned for credit.
- 3.2 Goods are supplied on a firm sale basis only, NOT on approval.
- 3.3 Acceptance of delivery of any goods by you will be deemed to be your acceptance of these Conditions, notwithstanding anything that may be stated to the contrary in your enquiries or on your order.

### 4. RETENTION OF SALES

Notwithstanding delivery of the goods, title in goods (legally and equitably) will remain with Awesome Water Mackay until the goods are sold in the normal course of business or until the customer has paid in full all amounts owing pursuant to any invoice issued by Awesome Water Mackay in relation to such goods, including all GST owing and other taxes, duties and levies. The buyer acknowledges that the buyer is in possession of such goods as Bailee for Awesome Water Mackay pending payment in full.

### 5. PASSING OF TITLE

Title to Goods constituting an order shall pass only upon payment and shall not pass to the buyer on receipt of the relevant order or upon delivery of the Goods to the buyer, its nominated distributor, customer agent or courier, as the case may be.

### 6. PASSING OF RISK

Risk in each order passes to the buyer upon delivery of that order to the buyer or collection of that order by the buyer's nominated distributor, customer agent or courier as the case may be.

### 7. COST

If the buyer defaults in performing it's/their obligations under these Conditions and Awesome Water Mackay incurs expenses in enforcing its rights under these terms (for example and without limitation, expenses incurred by Awesome in recovering of any moneys owed to Awesome Water Mackay), the buyer must pay those expenses to Awesome Water Mackay on demand (including all legal costs on a full indemnity basis).

### 8. GOVERNING LAW

These terms of trade will be governed by and construed according to the law of Queensland and the parties agree to submit to the jurisdiction of the courts and tribunals of that state.

### 9. LIABILITY

The Trade Practices Act 1974 (Cth) and similar laws may confer rights and remedies on you in relation to the provision by Awesome Water Mackay of goods or services ordered by you which cannot be excluded, restricted or modified (Non-excludable Rights). Awesome Water Mackay does not exclude any Non-excludable Right but does exclude all other conditions and warranties implied by custom, law or statute. Except as provided for by the Non-excludable Rights.

- a) All goods and services ordered by the buyer are provided without warranties other than those expressly set in these terms of trade;
- b) Awesome Water Mackay does not warrant that those goods and services will be complete or free from all defects;
- c) Awesome Water Mackay does not warrant that it will continue to supply goods of the kind purchased or that filters or other products used in relation to the supply of water products will continue to be available to Awesome Water Mackay to enable Awesome Water Mackay to keep those goods and services up-to-date. Subject to this clause under no circumstances (including but not limited to any act or omission on the part of Awesome Water Mackay) will Awesome Water Mackay be liable for any loss or damages (including, without limitation, indirect, incidental, special or consequential or punitive damages and damages for loss of profits) whatsoever which result from any use or any inability to use Awesome Water Mackay goods or services. To the fullest extent permitted by law, Awesome Water Mackay's liability for breach of any implied warranty or condition which cannot be excluded is limited at the option of Awesome Water Mackay to supply of the good or service ordered by you again or paying for their resupply.