

**1. Definitions**

- 1.1 “AWT” shall mean Applied Water Technologies Pty Ltd its successors and assigns or any person acting on behalf of and with the authority of Applied Water Technologies Pty Ltd.
- 1.2 “Client” shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by Applied Water Technologies to the Client.
- 1.3 “Guarantor” means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 “Products” shall mean Products supplied by Applied Water Technologies to the Client (and where the context so permits shall include any supply of Equipment and/or Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by Applied Water Technologies to the Client.
- 1.5 “Equipment” shall mean all Equipment including any accessories supplied on hire by Applied Water Technologies to the Client (and where the context so permits shall include any supply of Products and/or Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by Applied Water Technologies to the Client.
- 1.6 “Services” shall mean all Services supplied by Applied Water Technologies to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Products and/or Equipment as defined above).
- 1.7 “Price” shall mean the Price payable for the Products as agreed between Applied Water Technologies and the Client in accordance with clause 4 of this contract.

**2. The Commonwealth Trade Practices Act 1974 (“TPA”) and Fair Trading Acts (“FTA”)**

- 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

**3. Acceptance**

- 3.1 These terms and conditions are meant to be read in conjunction with Applied Water Technologies design drawings, if any, (including, but not limited to, process and general engineering designs) and calculations. If there are any inconsistencies between these documents then the terms and conditions contained in this document shall prevail.
- 3.2 Any instructions received by Applied Water Technologies from the Client for the supply of Products and/or the Client’s acceptance of Products supplied by Applied Water Technologies shall constitute acceptance of the terms and conditions contained herein.
- 3.3 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 3.4 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of Applied Water Technologies.
- 3.5 The Client shall give Applied Water Technologies not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client’s name and/or any other change in the Client’s details (including but not limited to, changes in the Client’s address, facsimile number, or business practice). The Client shall be liable for any loss incurred by Applied Water Technologies as a result of the Client’s failure to comply with this clause.
- 3.6 Products are supplied by Applied Water Technologies only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client’s order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

**4. Price and Payment**

- 4.1 At Applied Water Technologies ’s sole discretion the Price shall be either:
  - (a) as indicated on invoices provided by Applied Water Technologies to the Client in respect of Products supplied; or
  - (b) Applied Water Technologies quoted Price (subject to clause 5) which shall be binding upon Applied Water Technologies provided that the Client shall accept Applied Water Technologies quotation in writing within thirty (30) days.
- 4.2 At Applied Water Technologies ’s sole discretion:
  - (a) a non-refundable deposit may be required; and/or
  - (b) payment shall be due on delivery of the Products; or
  - (c) payment shall be due before delivery of the Products; or
  - (d) payment for approved Clients shall be made by instalments in accordance with the specified payment schedule; or
  - (e) a detailed payment claim may be submitted to the Client, at intervals not less than monthly for Services performed up to the end of each month. The value of Services so performed shall include the reasonable value of authorised variations and the value of Products delivered to the site but not yet installed.
- 4.3 Time for payment for the Products shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due fourteen (14) days following the date of the invoice.
- 4.4 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and Applied Water Technologies.

4.5 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

## 5. Variations

5.1 Applied Water Technologies 's quotation makes no allowance for:

- (a) the removal of rock and/or reef materials that may be encountered during excavation. The excavation and/or removal of any rock and/or reef material may incur an additional charge to be calculated on the basis of separately measured rock and /or reef material; and
- (b) the removal of any excess soil from excavations and the cartage costs associated with such excavation from the site to the nearest place of disposal. Where this is required, an additional charge, calculated by Applied Water Technologies, shall be incurred by the Client.

5.2 Applied Water Technologies reserves the right to change the Price in the event of a variation to Applied Water Technologies quotation. Any variation from the plan of scheduled Services or specifications of the Products (including, but not limited to, any variation as a result of increases to Applied Water Technologies in the cost of materials and labour, or fluctuations in currency exchange rates) will be charged for on the basis of Applied Water Technologies 's quotation and will be shown as variations on the invoice.

5.3 Where additional Services are required for special treatment and/or replacement of damaged drains due to the proximity of tree roots / blockages, filled grounds or other Services shall constitute a variation and such variation shall permit additional charges for such Services.

5.4 The quoted Price is based on the assumption that:

- (a) all existing work complies with the law. Any Services required to bring existing work into compliance with the law shall constitute a variation; and
- (b) Applied Water Technologies shall have clear access to the site during normal working hours, in which the Services are carried out. In the event Applied Water Technologies access to the site is impeded in any way, this shall constitute a variation to the Price.

## 6. Specifications

6.1 Applied Water Technologies shall be under no liability whatever for any incorrect dimensions or specifications supplied by the Client. Should the Client require alterations to the Products, or additional Products, then this shall be invoiced as an extra.

6.2 Once accepted by the Client, Applied Water Technologies written quotation shall be deemed to interpret correctly the Client's instructions, whether written or verbal. Where verbal instructions only are received from the Client, Applied Water Technologies shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.

## 7. Client's Obligations

7.1 The Client shall provide scaffolding and/or access equipment for the Services, unless otherwise specified in Applied Water Technologies 's quotation.

## 8. Delivery of Products

8.1 At Applied Water Technologies sole discretion delivery of the Products shall take place when:

- (a) the Client takes possession of the Equipment at Applied Water Technologies 's address; or
- (b) the Client takes possession of the Products at the Client's nominated address (in the event that the Products are delivered by Applied Water Technologies or Applied Water Technologies nominated carrier); or
- (c) the Client's nominated carrier takes possession of the Products in which event the carrier shall be deemed to be the Client's agent.

8.2 At Applied Water Technologies 's sole discretion the costs of delivery are:

- (a) included in the Price; or
- (b) in addition to the Price, and where applicable, charged to the Client's account.

8.3 The Client shall make all arrangements necessary to attend any appointment with Applied Water Technologies whenever they are arranged. In the event that the Client is unable to attend as arranged, then Applied Water Technologies shall be entitled to charge a reasonable re-booking fee.

8.4 Delivery of the Products to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.

8.5 Applied Water Technologies may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

8.6 The failure of Applied Water Technologies to deliver shall not entitle either party to treat this contract as repudiated.

8.7 Applied Water Technologies shall not be liable for any loss or damage whatsoever due to failure by Applied Water Technologies to deliver the Products (or any of them) promptly or at all, where due to circumstances beyond the control of Applied Water Technologies .

## 9. Export Contracts

9.1 In the event that the Products are exported, delivery of the Products may be subject to either FOB Contract or CIF Contract.

9.2 In the event of a FOB Contract the following shall apply;

- (a) the Products shall be delivered to the Client by delivery on board the agreed upon mode of transport on the delivery date. Applied Water Technologies shall promptly notify the Client that the Products have been delivered aboard. Title (subject to clause 13) to, and risk in the Products shall pass to the Client upon such delivery being effected. Applied Water Technologies shall promptly provide the Client with a clean shipped bill of lading in respect of the Products.
  - (b) the Client shall reserve the necessary space on board the agreed upon mode of transport and give Applied Water Technologies due notice of the loading berth and any revised delivery dates. The Client shall bear any additional costs caused due to the failure of the agreed upon mode of transport being available to load the Products on the delivery date.
- 9.3 In the event of a CIF contract the following shall apply:
- (a) the Products shall be delivered to the Client by delivery on board the agreed upon mode of transport on or before the delivery date. Applied Water Technologies shall procure a contract of carriage and insure the Products from dispatch until delivery on terms current in the trade for the benefit of the Client. The Products shall be at the risk of the Client as they are loaded on board. Applied Water Technologies shall promptly tender to the Client a clean shipped bill of lading, the insurance policy and an invoice in respect of the Products.
  - (b) the Client shall accept the documents tendered by Applied Water Technologies if they correspond to this contract and take delivery of the Products at the port of destination and bear all other costs and charges arising out of shipment of the Products to the port of destination.

## 10. Risk

- 10.1 If Applied Water Technologies retains ownership of the Products nonetheless, all risk for the Products passes to the Client on delivery.
- 10.2 Where the Client expressly requests Applied Water Technologies to leave Products outside Applied Water Technologies premises for collection or to deliver the Products to an unattended location then such Products shall be left at the Client's sole risk and it shall be the Client's responsibility to ensure the Products are insured adequately or at all.
- 10.3 If any of the Products are damaged or destroyed following delivery but prior to ownership passing to the Client, Applied Water Technologies is entitled to receive all insurance proceeds payable for the Products. The production of these terms and conditions by Applied Water Technologies is sufficient evidence of Applied Water Technologies rights to receive the insurance proceeds without the need for any person dealing with Applied Water Technologies to make further enquiries.
- 10.4 Applied Water Technologies shall not be held responsible for any damage to the Products caused by outside agents. Where the Client requests Applied Water Technologies to repair such damage then Applied Water Technologies reserves the right to charge the Client for any costs incurred in rectifying such damage.
- 10.5 The Client acknowledges that pipe affected by root growth and/or blockages are generally damaged as a result of such interference. The removal of root growth and/or blockages alone carries no warranty that similar problems will not recur, unless permanent repairs are made to the affected pipework.
- 10.6 Whilst Applied Water Technologies shall handle any fixtures, fittings, materials and equipment provided by the Client (or pre-existing) with reasonable care, but Applied Water Technologies shall not be liable for any damage caused by defects in, or the unsuitability of purpose for which they were intended of supplied fixtures, fittings, materials and equipment

## 11. Removal of Materials

- 11.1 Unless otherwise notified by the Client, materials removed from the Client's site / premises shall be deemed to be the property of Applied Water Technologies.

## 12. Insurance

- 12.1 Applied Water Technologies shall procure any insurances that Applied Water Technologies is required by any act of Parliament ("statutory insurance") that imposes an obligation on Applied Water Technologies to take insurance cover.
- 12.2 The Client shall effect all other insurances that normally relate to risks generated in works associated with building/construction work and/or plumbing/mechanical plumbing/lining work (but not covered by such statutory insurance) and shall indemnify Applied Water Technologies for any liability that falls within the ambit of such risks, unless it is agreed between both parties that certain insurances shall be the responsibility of Applied Water Technologies, in which case they will be listed as variations, with the Client being responsible for the applicable premiums.

## 13. Title

- 13.1 Applied Water Technologies and the Client agree that ownership of the Products shall not pass until:
  - (a) the Client has paid Applied Water Technologies all amounts owing for the particular Products; and
  - (b) the Client has met all other obligations due by the Client to Applied Water Technologies in respect of all contracts between Applied Water Technologies and the Client.
- 13.2 Receipt by Applied Water Technologies of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Applied Water Technologies's ownership or rights in respect of the Products shall continue.
- 13.3 It is further agreed that:

- (a) where practicable the Products shall be kept separate and identifiable until Applied Water Technologies shall have received payment and all other obligations of the Client are met; and
- (b) until such time as ownership of the Products shall pass from Applied Water Technologies to the Client Applied Water Technologies may give notice in writing to the Client to return the Products or any of them to Applied Water Technologies . Upon such notice the rights of the Client to obtain ownership or any other interest in the Products shall cease; and
- (c) Applied Water Technologies shall have the right of stopping the Products in transit whether or not delivery has been made; and
- (d) if the Client fails to return the Products to Applied Water Technologies then Applied Water Technologies or Applied Water Technologies 's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Products are situated and take possession of the Products; and
- (e) the Client is only a bailee of the Products and until such time as Applied Water Technologies has received payment in full for the Products then the Client shall hold any proceeds from the sale or disposal of the Products, up to and including the amount the Client owes to Applied Water Technologies for the Products, on trust for Applied Water Technologies ; and
- (f) the Client shall not deal with the money of Applied Water Technologies in any way which may be adverse to Applied Water Technologies ; and
- (g) the Client shall not charge the Products in any way nor grant nor otherwise give any interest in the Products while they remain the property of Applied Water Technologies ; and
- (h) Applied Water Technologies can issue proceedings to recover the Price of the Products sold notwithstanding that ownership of the Products may not have passed to the Client; and
- (i) until such time that ownership in the Products passes to the Client, if the Products are converted into other products, the parties agree that Applied Water Technologies will be the owner of the end products, unless they have become fixtures.

#### 14. Defects

- 14.1 The Client shall inspect the Products on delivery and shall within seven (7) days of delivery (time being of the essence) notify Applied Water Technologies of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Applied Water Technologies an opportunity to inspect the Products within a reasonable time following delivery if the Client believes the Products are defective in any way. If the Client shall fail to comply with these provisions the Products shall be presumed to be free from any defect or damage. For defective Products, which Applied Water Technologies has agreed in writing that the Client is entitled to reject, Applied Water Technologies 's liability is limited to either (at Applied Water Technologies 's discretion) replacing the Products or repairing the Products except where the Client has acquired Products as a consumer within the meaning of the Trade Practices Act 1974 (Cwlth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Products, or repair of the Products, or replacement of the Products.
- 14.2 Products will not be accepted for return other than in accordance with 14.1 above.

#### 15. Warranty

- 15.1 Subject to the conditions of warranty set out in clause 15.2 Applied Water Technologies warrants that if any defect in any workmanship of Applied Water Technologies becomes apparent and is reported to Applied Water Technologies within twelve (12) months of the date of delivery (time being of the essence) then Applied Water Technologies will either (at Applied Water Technologies 's sole discretion) replace or remedy the workmanship.
- 15.2 The conditions applicable to the warranty given by clause 15.1 are:
  - (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
    - (i) failure on the part of the Client to properly maintain any Products; or
    - (ii) failure on the part of the Client to follow any instructions or guidelines provided by Applied Water Technologies ; or
    - (iii) any use of any Products otherwise than for any application specified on a quote or order form; or
    - (iv) the continued use of any Products after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
    - (v) fair wear and tear, any accident or act of God.
  - (b) the warranty shall cease and Applied Water Technologies shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Applied Water Technologies 's consent.
  - (c) in respect of all claims Applied Water Technologies shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.
- 15.3 For Products not manufactured by Applied Water Technologies, the warranty shall be the current warranty provided by the manufacturer of the Products. Applied Water Technologies shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Products.

#### 16. Intellectual Property

- 16.1 Where Applied Water Technologies has designed, drawn, verbally communicated or written Products for the Client, then the copyright in those designs, drawings, communications and documents shall remain vested in Applied Water Technologies , and shall only be used by the Client at Applied Water Technologies 's discretion.

- 16.2 The Client warrants that all designs or instructions to Applied Water Technologies will not cause Applied Water Technologies to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Applied Water Technologies against any action taken by a third party against Applied Water Technologies in respect of any such infringement.
- 16.3 Where Applied Water Technologies has designed or drawn Products for the Client then the Client undertakes to acknowledge Applied Water Technologies' design or drawings in the event that images of the Products are utilised in advertising or marketing material by the Client.
- 16.4 The Client hereby authorises Applied Water Technologies to utilise images of the Products designed or drawn by Applied Water Technologies in advertising, marketing, or competition material by Applied Water Technologies.

## 17. Equipment Hire

- 17.1 The Equipment shall at all times remain the property of Applied Water Technologies and is returnable on demand by Applied Water Technologies. In the event that the Equipment is not returned to Applied Water Technologies in the condition in which it was delivered Applied Water Technologies retains the right to charge the Price of repair or replacement of the Equipment.
- 17.2 The Client shall;
- (a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to lien over the Equipment.
  - (b) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment.
  - (c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by Applied Water Technologies to the Client.
- 17.3 The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self insure, Applied Water Technologies 's interest in the Equipment and agrees to indemnify Applied Water Technologies against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

## 18. Default and Consequences of Default

- 18.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Applied Water Technologies 's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 18.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by Applied Water Technologies.
- 18.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify Applied Water Technologies from and against all costs and disbursements incurred by Applied Water Technologies in pursuing the debt including legal costs on a solicitor and own client basis and Applied Water Technologies 's collection agency costs.
- 18.4 Without prejudice to any other remedies Applied Water Technologies may have, if at any time the Client is in breach of any obligation (including those relating to payment) Applied Water Technologies may suspend or terminate the supply of Products to the Client and any of its other obligations under the terms and conditions. Applied Water Technologies will not be liable to the Client for any loss or damage the Client suffers because Applied Water Technologies has exercised its rights under this clause.
- 18.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00) shall be levied for administration fees which sum shall become immediately due and payable.
- 18.6 Without prejudice to Applied Water Technologies 's other remedies at law Applied Water Technologies shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Applied Water Technologies shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to Applied Water Technologies becomes overdue, or in Applied Water Technologies 's opinion the Client will be unable to meet its payments as they fall due; or
  - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

## 19. Security and Charge

- 19.1 Despite anything to the contrary contained herein or any other rights which Applied Water Technologies may have howsoever:
- (a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Applied Water Technologies or Applied Water Technologies nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that Applied Water Technologies (or Applied Water

Technologies 's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.

- (b) should Applied Water Technologies elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify Applied Water Technologies from and against all Applied Water Technologies 's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint Applied Water Technologies or Applied Water Technologies nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 19.1.

## 20. Cancellation

- 20.1 Cancellation of orders for Products made to the Client's specifications or non-stocklist items will definitely not be accepted, once production has commenced.

## 21. Privacy Act 1988

- 21.1 The Client and/or the Guarantor/s agree for Applied Water Technologies to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by Applied Water Technologies.
- 21.2 The Client and/or the Guarantor/s agree that Applied Water Technologies may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
  - (a) to assess an application by Client; and/or
  - (b) to notify other credit providers of a default by the Client; and/or
  - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
  - (d) to assess the credit worthiness of Client and/or Guarantor/s.
- 21.3 The Client consents to Applied Water Technologies being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 21.4 The Client agrees that personal credit information provided may be used and retained by Applied Water Technologies for the following purposes and for other purposes as shall be agreed between the Client and Applied Water Technologies or required by law from time to time:
  - (a) provision of Products; and/or
  - (b) marketing of Products by Applied Water Technologies , its agents or distributors in relation to the Products; and/or
  - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Products; and/or
  - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and/or
  - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Products.
- 21.5 Applied Water Technologies may give information about the Client to a credit reporting agency for the following purposes:
  - (a) to obtain a consumer credit report about the Client; and/or
  - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

## 22. Building and Construction Industry Security of Payment Act 2002

- 22.1 At Applied Water Technologies sole discretion, if there are any disputes or claims for unpaid Products and/or Services then the provisions of the Building and Construction Industry Security of Payment Act 2002 may apply.
- 22.2 Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payment Act 2002 of Victoria, except to the extent permitted by the Act where applicable.

## 23. General

- 23.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 23.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts of Victoria.
- 23.3 Applied Water Technologies shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Applied Water Technologies of these terms and conditions.
- 23.4 In the event of any breach of this contract by Applied Water Technologies the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Products.
- 23.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Applied Water Technologies nor to withhold payment of any invoice because part of that invoice is in dispute.
- 23.6 Applied Water Technologies may license or sub-contract all or any part of its rights and obligations without the Client's consent.

- 23.7 The Client agrees that Applied Water Technologies may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Applied Water Technologies notifies the Client of such change.
- 23.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 23.9 The failure by Applied Water Technologies to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Applied Water Technologies' right to subsequently enforce that provision.