



Aquaplex Pool Windows Terms and Conditions & 30 Year Warranty

30 Year Warranty – Acrylic Panels

Acrylic panels

Panels are manufactured from 100% virgin Lucite MMA raw material.

Light transmission

The light transmission rate of the panel will not reduce by more than 30% from the light transmission value recorded at the time of manufacture, measured by spectrophotometer using a light source at a wavelength of 520 nm.

Modulus of elasticity

During the Warranty Period, the modulus of elasticity of the panel will not reduce by more than 30% from the value recorded at the time of manufacture.

Flexural strength

During the Warranty Period, the flexural strength of the panel will not reduce by more than 30% from the value recorded at the time of manufacture.

Yellowing

The panel will not exceed a 'Delta b' yellowness index rating of 7 during the Warranty Period.

Optical performance

Both surfaces of the panel shall be polished and exhibit a minimum of surface irregularities, including waviness, bumps, ridges and dimples. Panels shall be clear, colourless, with minimum haze, and a minimum of 93% total light transmittance in accordance with ASTM D1003. Panels shall be free of inclusions that significantly decrease structural performance or clearly mar the panel's application as a viewing window. Inclusions may take the form of bubbles, voids or any foreign matter. Inclusions under 3 mm in any dimension shall not be considered. Inclusions similar in shape or size to a hair shall not be considered. An inclusion with its major dimension greater than 6 mm and minor dimension greater than 1 mm shall be considered unacceptable.

Panels shall be free from significant distortion for viewing applications. A significant distortion is defined as a distortion which causes black parallel grid-board lines set at 25 mm distance to appear converged and intersected when viewed through the panel with the grid board at a distance of one metre.

The 30-year warranty will only be applicable if the agreed-upon quote price has been paid in full.

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1. Terms and Conditions

These terms and conditions govern the provision of Goods and/or Services by Aquaplex Pool Windows Pty Ltd ("Aquaplex") to the Client and prevail over any inconsistent documents, unless otherwise agreed in writing by Aquaplex.

2. Definitions

2.1. "Aquaplex" means Aquaplex Pool Windows Pty Ltd, its successors and assigns, or any person acting on behalf of and with the authority of Aquaplex Pool Windows Pty Ltd.

2.2. "Client" means the person(s) buying the Goods as specified in any invoice, document or order. If there is more than one Client, it is a reference to each Client jointly and severally.

2.3. "Goods" means all Goods or Services supplied by Aquaplex to the Client at the Client's request from time to time (where the context so permits, the terms 'Goods' or 'Services' shall be interchangeable for the other).

2.4. "Price" means the price payable for the Goods as agreed between Aquaplex and the Client in accordance with clause 5 below.

3. Acceptance

3.1. The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods. An order shall be deemed to have been placed if the Client signs any document or deposits money into Aquaplex's account.

3.2. These terms and conditions may only be amended with Aquaplex's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Aquaplex.

4. Change in Control

4.1. The Client shall give Aquaplex not less than fourteen (14) days' prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including, but not limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by Aquaplex as a result of the Client's failure to comply with this clause.

5. Price and Payment

5.1. At Aquaplex's sole discretion, the Price shall be either:

- (a) as indicated on any invoice provided by Aquaplex to the Client; or
- (b) Aquaplex's quoted price (subject to clause 5.2), which will be valid for the period stated in the quotation or, otherwise, for a period of thirty (30) days.

5.2. Aquaplex reserves the right to change the Price if a variation to Aquaplex's quotation is requested.

Aquaplex reserves the right to change the Price in the event of a variation from the plan, scheduled works or specifications (including, but not limited to, any variation as a result of additional works required due to hidden or unidentifiable difficulties, increases in the cost of materials and labour, or fluctuations in currency exchange rates). Variations will be charged on the basis of Aquaplex's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at the time of completion of the variation.

5.3. At Aquaplex's sole discretion, a non-refundable deposit may be required.

5.4. Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date(s) determined by Aquaplex, which may be:

- (a) on delivery of the Goods;
- (b) before delivery of the Goods;
- (c) by way of instalments/progress payments in accordance with Aquaplex's payment schedule;
- (d) the date specified on any invoice or other form as being the date for payment; or
- (e) failing any notice to the contrary, seven (7) days following the date of any invoice given to the Client by Aquaplex.

5.5. Payment may be made by cash, cheque, bank cheque, electronic/online banking, credit card (plus a surcharge of up to five percent (5%) of the Price), or by any other method as agreed between the Client and Aquaplex.

5.6. At Aquaplex's sole discretion, any amount that is not paid within thirty (30) days may be deducted from the Client's credit card.

5.7. Unless otherwise stated, the Price does not include GST. In addition to the Price, the Client must pay to Aquaplex an amount equal to any GST Aquaplex must pay for any supply under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set-off, at the same time and on the same basis as the Client pays the Price. The Client must pay any other taxes and duties that may be

applicable in addition to the Price, except where they are expressly included in the Price.

6. Delivery of Goods

- 6.1. Delivery ("Delivery") of the Goods is taken to occur at the time that Aquaplex (or Aquaplex's nominated carrier) delivers the Goods to the Client's nominated address, even if the Client is not present at the address.
- 6.2. At Aquaplex's sole discretion, the cost of delivery may be included in the Price.
- 6.3. The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged, Aquaplex shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 6.4. Aquaplex may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with these terms and conditions.
- 6.5. Any time or date given by Aquaplex to the Client is an estimate only. The Client must still accept delivery of the Goods even if Delivery is late, and Aquaplex will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. The Client acknowledges that delays may occur due to factors beyond Aquaplex's reasonable control, including but not limited to adverse weather, shipping and freight disruptions, supply chain or raw material shortages, customs or port delays, and labour shortages.

7. Risk

- 7.1. Risk of damage to or loss of the Goods passes to the Client on Delivery, and the Client must insure the Goods on or before Delivery.
- 7.2. If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, Aquaplex is entitled to receive all insurance proceeds payable for the Goods. Production of these terms and conditions by Aquaplex is sufficient evidence of Aquaplex's rights to receive the insurance proceeds without the need for further enquiry.
- 7.3. If the Client requests Aquaplex to leave Goods outside Aquaplex's premises for collection, or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.
- 7.4. Aquaplex shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client.
- 7.5. The Client acknowledges and accepts that Aquaplex shall install the Goods (being panels) to within a working tolerance of 6 mm or less, including the panel (without load), and this includes levels in both a horizontal and vertical plane.
- 7.6. The Client acknowledges that deflection distances are relevant to any structural engineer's report, in addition to working tolerance.
- 7.7. The Client agrees to indemnify Aquaplex from any damage caused by other tradesmen during and after completion of the Services.

8. Access

- 8.1. The Client shall ensure that Aquaplex has clear and free access to the work site at all times to enable Aquaplex to undertake the works. Aquaplex shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways, concreted, paved or grassed areas) unless due to Aquaplex's negligence.

9. Underground Locations

- 9.1. Prior to Aquaplex commencing any work, the Client must advise Aquaplex of the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains and any other services that may be on site.
- 9.2. Whilst Aquaplex will take all care to avoid damage to any underground services, the Client agrees to indemnify Aquaplex in respect of all liability, claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 9.1.

10. Title

- 10.1. Aquaplex and the Client agree that ownership of the Goods shall not pass until:
 - (a) the Client has paid Aquaplex all amounts owing to Aquaplex; and
 - (b) the Client has met all of its other obligations to Aquaplex.
- 10.2. Receipt by Aquaplex 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.
- 10.3. It is further agreed that:
 - (a) Until ownership of the Goods passes to the Client in accordance with clause 10.1, the Client is only a bailee of the Goods and must return the Goods to Aquaplex on request.

- (b) The Client holds the benefit of the Client's insurance of the Goods on trust for Aquaplex and must pay to Aquaplex the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
- (c) The Client must not sell, dispose of or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes of or parts with possession of the Goods, then the Client must hold the proceeds of any such act on trust for Aquaplex and must pay or deliver the proceeds to Aquaplex on demand.
- (d) The Client should not convert or process the Goods or intermix them with other goods, but if the Client does so, then the Client holds the resulting product on trust for the benefit of Aquaplex and must sell, dispose of, or return the resulting product to Aquaplex as directed.
- (e) The Client irrevocably authorises Aquaplex to enter any premises where Aquaplex believes the Goods are kept and to recover possession of the Goods.
- (f) Aquaplex may recover possession of any Goods in transit, whether or not Delivery has occurred.
- (g) The Client shall not charge or grant an encumbrance over the Goods, nor grant or otherwise give away any interest in the Goods while they remain the property of Aquaplex.
- (h) Aquaplex may commence proceedings to recover the Price of the Goods sold, notwithstanding that ownership of the Goods has not passed to the Client.

11. Personal Property Securities Act 2009 (PPSA)

11.1. In this clause, "financing statement", "financing change statement", "security agreement" and "security interest" have the meanings given to them by the PPSA.

11.2. Upon assenting to these terms and conditions in writing, the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and create a security interest in all Goods previously supplied and that will be supplied in the future by Aquaplex to the Client.

11.3. The Client undertakes to:

- (a) Promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up to date in all respects) which Aquaplex may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii);
- (b) Indemnify, and upon demand reimburse, Aquaplex for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
- (c) Not register a financing change statement in respect of a security interest without the prior written consent of Aquaplex;
- (d) Not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Aquaplex; and
- (e) Immediately advise Aquaplex of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

11.4. Aquaplex and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

11.5. To the extent permitted by law, the Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

11.6. Unless otherwise agreed in writing by Aquaplex, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.

12. Security and Charge

12.1. In consideration of Aquaplex agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

12.2. The Client indemnifies Aquaplex from and against all of Aquaplex's costs and disbursements, including legal costs on a solicitor-and-own-client basis, incurred in exercising Aquaplex's rights under this clause.

12.3. The Client irrevocably appoints Aquaplex and each director of Aquaplex as the Client's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 12, including, but not limited to, signing any document on the Client's behalf.

13. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

13.1. The Client must inspect the Goods on Delivery and must, within twenty-four (24) hours of Delivery,

notify Aquaplex in writing of any evident defect, damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after such defect becomes evident. Upon such notification, the Client must allow Aquaplex to inspect the Goods.

13.2. Under applicable State, Territory and Commonwealth law (including, without limitation, the CCA), certain statutory implied guarantees and warranties (including, without limitation, the statutory guarantees under the CCA) may be implied into these terms and conditions ("Non-Excluded Guarantees").

13.3. Aquaplex acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

13.4. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Aquaplex makes no warranties or other representations under these terms and conditions, including, but not limited to, the quality or suitability of the Goods. Aquaplex's liability in respect of these warranties is limited to the fullest extent permitted by law.

13.5. If the Client is a consumer within the meaning of the CCA, Aquaplex's liability is limited to the extent permitted by section 64A of Schedule 2 of the CCA.

13.6. If Aquaplex is required to replace the Goods under this clause or the CCA, but is unable to do so, Aquaplex may refund any money the Client has paid for the Goods.

13.7. If the Client is not a consumer within the meaning of the CCA, Aquaplex's liability for any defect or damage in the Goods is:

- (a) limited to the value of any express warranty or warranty card provided to the Client by Aquaplex at Aquaplex's sole discretion;
- (b) limited to any warranty to which Aquaplex is entitled, if Aquaplex did not manufacture the Goods; or
- (c) otherwise negated absolutely.

13.8. Subject to this clause 13, returns will only be accepted provided that:

- (a) the Client has complied with the provisions of clause 13.1;
- (b) Aquaplex has agreed that the Goods are defective;
- (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
- (d) the Goods are returned in as close a condition to that in which they were delivered as is reasonably possible.

13.9. Notwithstanding clauses 13.1 to 13.8, but subject to the CCA, Aquaplex shall not be liable for any defect or damage which may be caused or partly caused by, or arise as a result of:

- (a) the Client failing to properly maintain or store any Goods;
- (b) the Client using the Goods for any purpose other than that for which they were designed;
- (c) the Client continuing to use any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
- (d) the Client failing to follow any instructions or guidelines provided by Aquaplex; or
- (e) fair wear and tear, accident or act of God.

13.10. In the case of second-hand Goods, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second-hand Goods prior to Delivery and accepts them with all faults, and that, to the extent permitted by law, no warranty is given by Aquaplex as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that Aquaplex has agreed to provide the Client with the second-hand Goods and has calculated the Price of the second-hand Goods in reliance on this clause 13.10.

13.11. Notwithstanding anything contained in this clause 13, if Aquaplex is required by law to accept a return, then Aquaplex will only accept a return on the conditions imposed by that law.

13.12. Limited 24-Month Labour and Installation Materials Warranty (Three-Sided Windows)

In addition to the product warranties set out above, Aquaplex provides a limited twenty-four (24) month warranty on labour and installation materials supplied and applied by Aquaplex in connection with three-sided pool window installations.

13.12.1. This warranty covers defects in workmanship and in installation materials directly supplied by Aquaplex which result in water ingress or failure of the installed window system within twenty-four (24) months from the date of installation.

13.12.2. This warranty is strictly limited to the repair or replacement of defective installation work or installation materials, at Aquaplex's discretion, and does not extend to:

- (a) consequential or indirect losses (including loss of profit);
- (b) damage caused by failure to maintain the installation in accordance with Aquaplex's guidelines;
- (c) exposure to inappropriate chemicals or structural loading beyond design parameters;
- (d) alterations, modifications or repairs carried out by parties other than Aquaplex or its authorised contractors; or
- (e) damage to waterproofing works performed by the pool builder or any other third party, which is

acknowledged as the most common source of leaks around pool window installations.

13.12.3. In the event of a suspected leak, the Client must engage a licensed leak detection specialist to identify the source. If the leak is determined to have resulted from defective installation workmanship or installation materials supplied by Aquaplex, Aquaplex will reimburse the reasonable cost of the leak detection service and will rectify the defect in accordance with this warranty.

13.12.4. To the extent permitted by law, Aquaplex's liability under this clause 13.12 shall not exceed the original contract value of the installation services.

13.13. Waterproofing, Render and Finishing Works – Evidence Requirement

As a condition of all product and installation warranties, the Client must provide photographic and/or video evidence demonstrating that all waterproofing, rendering, rebate preparation and finishing works surrounding the window have been carried out in accordance with Aquaplex's published installation guidelines.

13.14. This evidence must include, without limitation:

- (a) clear photographs of the completed waterproofing membrane application in the rebate area and adjacent wall/floor structure prior to any rendering or finishing works;
- (b) photographs showing that no membrane, render, tile, adhesive, grout or finishing material covers, obstructs or restricts access to any primary or secondary window seals on either the dry or submerged sides;
- (c) photographs or video confirming that the rebate dimensions, levels and required clearances were maintained prior to installation; and
- (d) photographs of the finished rebate immediately before panel installation.

13.15. Failure to provide this photographic and/or video documentation upon request will result in the relevant warranty claim being denied, as Aquaplex cannot assess compliance with sealing, waterproofing or rebate-preparation requirements without such evidence.

13.16. Where leakage is suspected and such evidence has not been supplied, Aquaplex reserves the right to conclusively deem the leak attributable to the surrounding structure, waterproofing system, render, grout or finishing materials, and no warranty obligations shall apply.

13.17. The Client must retain all photographic and/or video evidence for a minimum period of five (5) years from the date of installation. Such evidence must be made available to Aquaplex upon request during any warranty assessment. Aquaplex shall not be liable for any warranty claim where the Client has failed to preserve or provide the required documentation within this retention period.

14. Intellectual Property

14.1. Where Aquaplex has designed, drawn or developed Goods for the Client, the copyright in any designs, drawings and documents shall remain the property of Aquaplex.

14.2. The Client warrants that all designs, specifications or instructions given to Aquaplex will not cause Aquaplex to infringe any patent, registered design or trademark in the execution of the Client's order, and the Client agrees to indemnify Aquaplex against any action taken by a third party against Aquaplex in respect of any such infringement.

14.3. The Client agrees that Aquaplex may (at no cost) use, for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Aquaplex has created for the Client.

15. Default and Consequences of Default

15.1. 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 Aquaplex's sole discretion, such interest may compound monthly at such a rate) after as well as before any judgment.

15.2. If the Client owes Aquaplex any money, the Client shall indemnify Aquaplex from and against all costs and disbursements incurred by Aquaplex in recovering the debt (including, but not limited to, internal administration fees, legal costs on a solicitor-and-own-client basis, Aquaplex's contract default fee and bank dishonour fees).

15.3. Without prejudice to any other remedies Aquaplex may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions, Aquaplex may suspend or terminate the supply of Goods to the Client. Aquaplex will not be liable to the Client for any loss or damage the Client suffers because Aquaplex has exercised its rights under this clause.

15.4. Without prejudice to Aquaplex's other remedies at law, Aquaplex shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Aquaplex shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to Aquaplex becomes overdue, or in Aquaplex's opinion the Client will be unable to make a payment when it falls due;
- (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.

16. Cancellation

16.1. Aquaplex may cancel any contract to which these terms and conditions apply, or cancel Delivery of Goods, at any time before the Goods are delivered by giving written notice to the Client. On giving such notice, Aquaplex shall repay to the Client any money paid by the Client for the Goods. Aquaplex shall not be liable for any loss or damage whatsoever arising from such cancellation.

16.2. In the event that the Client cancels Delivery of Goods, the Client shall be liable for any and all loss incurred (whether direct or indirect) by Aquaplex as a direct result of the cancellation (including, but not limited to, any loss of profits).

16.3. Cancellation of orders for Goods made to the Client's specifications, or for non-stock-list items, will not be accepted once production has commenced or an order has been placed.

17. Privacy Act 1988

17.1. The Client agrees for Aquaplex to obtain from a credit-reporting agency a credit report containing personal credit information about the Client in relation to credit provided by Aquaplex.

17.2. The Client agrees that Aquaplex may exchange information about the Client 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 the 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 creditworthiness of the Client.

The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

17.3. The Client consents to Aquaplex being given a consumer credit report to collect overdue payment on commercial credit (section 18K(1)(h) Privacy Act 1988).

17.4. The Client agrees that personal credit information provided may be used and retained by Aquaplex for the following purposes (and for other purposes as shall be agreed between the Client and Aquaplex or required by law from time to time):

- (a) the provision of Goods; and/or
- (b) the marketing of Goods by Aquaplex, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- (e) enabling the daily operation of the Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.

17.5. Aquaplex 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) to allow the credit-reporting agency to create or maintain a credit information file containing information about the Client.

17.6. The information given to the credit-reporting agency may include:

- (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- (b) details concerning the Client's application for credit or commercial credit and the amount requested;
- (c) advice that Aquaplex is a current credit provider to the Client;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days and for which debt collection action has been started;
- (e) advice that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of Aquaplex, the Client has committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with the Client's credit obligations); and
- (g) advice that credit provided to the Client by Aquaplex has been paid or otherwise discharged.

18. Unpaid Seller's Rights

18.1. Where the Client has left any item with Aquaplex for repair, modification, exchange or for Aquaplex to perform any other service in relation to the item, and Aquaplex has not received or been tendered the whole of any monies owing to it by the Client, Aquaplex shall have, until all monies owing to Aquaplex are paid:

(a) a lien on the item; and

(b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.

18.2. The lien of Aquaplex shall continue despite the commencement of proceedings or judgment for any monies owing to Aquaplex having been obtained against the Client.

19. Building and Construction Industry Security of Payment Act 2002

19.1. At Aquaplex's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services, then the provisions of the Building and Construction Industry Security of Payment Act 2002 may apply.

19.2. Nothing in this agreement is intended to have the effect 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 that Act.

20. General

20.1. The failure by Aquaplex to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Aquaplex's right to subsequently enforce that provision. If any provision of these terms and conditions is invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

20.2. These terms and conditions and any contract to which they apply shall be governed by the laws of the State in which Aquaplex has its principal place of business and are subject to the jurisdiction of the courts of Melbourne.

20.3. Subject to clause 13, Aquaplex 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 Aquaplex of these terms and conditions. Alternatively, Aquaplex's liability shall be limited to damages which, under no circumstances, shall exceed the Price of the Goods.

20.4. 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 Aquaplex, nor to withhold payment of any invoice because part of that invoice is in dispute.

20.5. Aquaplex may license or subcontract all or any part of its rights and obligations without the Client's consent.

20.6. The Client agrees that Aquaplex may amend these terms and conditions at any time. If Aquaplex makes a change to these terms and conditions, then that change will take effect from the date on which Aquaplex notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for Aquaplex to provide Goods to the Client.

20.7. 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.

20.8. The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, that it is not insolvent, and that this agreement creates binding and valid legal obligations on it.

20.9. In the event of a suspected leak in APW4 Series products covered by the extended warranty, the Client is responsible for engaging a licensed leak detection company to identify the source. If the leak is determined to have occurred as a result of incorrect installation according to Aquaplex's guidelines, Aquaplex will reimburse the Client for the cost of the leak detection service. This clause applies only where sufficient video evidence of proper installation has been provided.

Business Insurance Certificate of Currency



Policy Number: GA701449431BUSP

Certificate Date 03 February, 2025

Hollard Commercial Insurance
Level 12, 465 Victoria Ave
Chatswood NSW 2067
T 1300 306 226

Insurer
The Hollard Insurance Company Pty Ltd

Important Information
This Certificate of Currency is issued as a matter of information only and confers no rights upon the certificate holder.

Period of Cover 4/03/2025 to 4/03/2026 at
4pm

Insured
Insured Name

ABN Aquaplex Pool Windows Pty
Address Ltd
74 644 076 906
Level 14 350 Collins Street
MELBOURNE, VIC, 3000

Policy Wording
HCi Steadfast Client Trading Platform Business Insurance Policy Wording Hci SCTP BI 012022
Effective Date 1 January 2022

Situation Details

Situation: Level 14 350 Collins Street MELBOURNE VIC 3000 (Principal)

Business Details

Selected Occupation Window Glass Manufacturing (excl.
Automotive/Safety/Protective/Bulletproof)

Interested Parties

No Interested Parties noted

Public and Products Liability cover section

	Limit of liability
General Liability and Products Liability	\$ 20,000,000

Additional benefit

Property in Your physical or legal control	\$ 250,000
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Geographical Limit: means:

- a) anywhere in the World except North America;
- b) North America but only with respect to:
 - i) overseas business visits by any of Your directors, partners, officers, executives or Employees, who are non-resident in North America but not where they perform manual work in North America;
 - ii) Products exported to North America without Your knowledge.

LIMITS OF LIABILITY

a) for General Liability the limit of liability specified in the Policy Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims arising out of any one Occurrence;

b) for Products Liability the limit of liability specified in the Policy Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims, and in the aggregate during any one Period of Insurance.

This policy is issued by Hollard Commercial Insurance Pty Ltd (ABN 86 603 039 023, AFSL 474540) ('HCl'), acting under a binder as agent for the insurer The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473, AFSL 241436) ('Hollard').