

## Purchasing Terms and Conditions – MINDER WATER INDUSTRIES

<b>Prices</b>	All prices are in USD, except when otherwise specified (Other currency usage has to be agreed on the exchange rate). All prices are excluding VAT, value added tax. Price is Ex Works and all local taxes and charges are excluded. Freight is not included. For certain items there could be a packaging fee.
<b>Terms of payment</b>	MINDER standard payment term is 30% deposit payment and 70% balance payment before delivery. All orders are to be confirmed with at least 30% deposit payment if nothing else is agreed to. Date of dispatch is based on date of deposit. All items remain the property of MINDER until paid in full. We reserve the rights to demand return shipment of any unpaid items. Past due accounts are charged 2% per month.
<b>Delivery delay</b>	Normal delivery delay, date for dispatch, for in-stock items is 1 week from firm order, taken into account certain backorders. Part shipments are possible if purchaser does not specify otherwise. Date of dispatch might be specified differently for all non-in-stock items, indicated in offer or communications.
<b>Warranty</b>	<p>All products have it's specific warranty period. This warranty is not valid if the products have been used differently than instructions or differently from expected usage.</p> <p>Our responsibility is limited to shipment of new products only. Any return for repair or reimbursement has to be pre-approved, and subject to our evaluation only. In no case can we be held responsible for direct or indirect injuries, secondary injury or losses to the buyer.</p> <p><b>For complete products warranty policy, please refer to MINDER's "Warranty Policy 2020".</b></p>
<b>Transport</b>	If nothing else has been agreed products are delivered Ex-Works our facilities. The freight company is responsible for delivery according to his delivery terms, and any transport damages shall be dealt with the freight company directly. When we arrange for transport the responsibility is according to national and international conventions for transport. Any delay on transportation availability will not be held accountable by MINDER WATER INDUSTRIES.
<b>Returns</b>	All complaints regarding transport shall be done in writing within 4 days of delivery. All damages during shipment shall be indicated at reception on the shipping documents before accepting the goods. Any invoicing complaint is to be done within 8 days of reception.
<b>Changes without Notification</b>	We reserve the rights to change constructions, dimensions and information in this price list, as well as prices, without prior notification. We reserve the rights for possible printing and information errors in pricelist

## General Terms and Conditions for Delivery – MINDER WATER INDUSTRIES

<b>Applicable</b>	These general terms and conditions for delivery are to be applied to all MINDER deliveries. Any exceptions to these terms and conditions are to be agreed upon in writing in order to be valid.
<b>Delivery</b>	All deliveries are Ex Work MINDER's place of inventories (INCOTERMS 2018).
<b>Delays</b>	<p>In case of delays, that is that MINDER fails to deliver within an agreed time frame for delivery, the buyer reserves the right to, by written notification only, inform MINDER of a reasonable date for delivery and to inform MINDER of their intentions to cancel order if said reasonable date for delivery is not met. If so, the buyer reserves the right for cancellation of the contract, but only for said products.</p> <p>If the buyer cancels the agreement according to the delays above, he reserves a right for compensation from MINDER but only for the additional costs absorbed due to the delay and proven that it was necessary to purchase these products from another supplier. By doing so, the buyer cannot claim other compensations for delays from MINDER. If the buyer does not cancel the agreement, he is not eligible for compensation due to the delays.</p>
<b>Price adjustment</b>	If customs and duties, taxes or other fees, are changed after the price has been agreed upon, the price will be adjusted accordingly.
<b>Full Payment and Reserved rights of ownership</b>	30% deposit upon order confirmation and 70% balance payment before delivery are the norm unless agreed upon. After 30 days from the date of delivery, a 2 % interest rate is applicable on all unpaid accounts. <b>MINDER reserve the right to ownership of all products sold until full payment has been received.</b>
<b>Responsibility for damaged or defective products</b>	<p>MINDER agrees to that within the warranty period from invoice date, exchange products that are defective or damaged when received by buyer.</p> <p><b>For complete products warranty policy, please refer to MINDER's "Warranty Policy 2020".</b></p>
<b>Force Majeure</b>	MINDER cannot be held responsible for any breach of contract if the circumstances are such that they are beyond our control, in case of a general strike, lockout, war, fire and wrongful or delayed deliveries from a MINDER supplier.
<b>Applicable jurisdiction</b>	Any disagreement shall be judged according to Australian law.