

**MALCOLM THOMPSON PUMPS**  
**31 Powers Road,**  
**SEVEN HILLS NSW 2147**

# SERVICE TAX INVOICE

**Invoice: SLI 21078652**

Original

*BILL TO:* **CL0001740**

*SHIP TO:*

<p><b>CASH SALE</b>  <b>PLEASE NOTE NEW BANK A/C DETAI</b>  <b>31 Powers Road,</b>  <b>SEVEN HILLS NSW 2147</b>  <b>Australia</b></p>	<p><b>STRATA PLUS PTY LTD</b>  <b>SP52560PAVILION ON THE HARBOUR</b>  <b>PO BOX H181, AUSTRALIA SQUARE</b>  <b>SYDNEY NSW 1215</b>  <b>Australia</b></p>
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<b>Invoice Date</b>	17-Oct-17	<b>Print Date</b>	17-Oct-17
<b>Order Date</b>		<b>Sales Order</b>	20J007400
<b>PO Number</b>	T&M-STRATA PLUS-SP52560		
<b>Credit Terms</b>	14 Days From Invoice Date		
<b>Sales Person</b>	NSW Service		

DESCRIPTION	NET VALUE
<p>T&amp;M Management Pty Ltd            PO Box 984            Crows Nest NSW 1585            Email: pavilionfacilitiesmanagement@gmail.com            Site Contact : Alex Babic - Mob: 0424-853-028 or                              Kunal - Mob: 0434-254-560            Site : Pavilion Apartments, SP52560            Site Address : 12 Glen Street Milson s Point NSW 2061            xx.10.2017 - Attend site to perform 6Monthly Routine Maintenance as per                              service contract = \$365.00 + GST            Service report - 4770 left on site            Pump 1 &amp; 2: Hot Water Circulator (Single s) Roof            Pump 3: Chiller Pump (Single) Roof            Pump 4 &amp; 5: Stormwater (Dual) Level 1            Pump 6 &amp; 7: Sewer (Dual) Level Ground            Pump 8 &amp; 9: Stormwater (Dual) Level Ground            Charge account to : The Owners, SP52560 Pavilion on the Harbour</p>	



ABN: 28 009 095 818

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DESCRIPTION	NET VALUE
<p>c/o Strataplus Northside            PO BOX H181, AUSTRALIA SQUARE, SYDNEY            Email invoice to : info@strataplus.com.au</p> <p><b>SERVICE REPAIRS</b></p>	<p><b>365.00</b></p>

FINANCIAL SERVICES PROVIDED BY QUESTAS CORPORATE PTY LTD -- Tel: 02 9881 0071

**Cheque payable to:** Malcolm Thompson Pumps,  
 Locked Bag 2011,  
 Seven Hills,  
 NSW, 1730.

**EFT:**  
**REF: CL0001740**  
 Bank: NAB  
 B.S.B: 086-006  
 Acc#: 772 901 423

**Credit Card:**  
 Surcharges Apply  
**Mastercard (1%)**  
**Visa (1%)**  
**Remittances:** [accountsreceivable@mtp.com.au](mailto:accountsreceivable@mtp.com.au)

NET LINE TOTAL (EX GST)	365.00
<b>TOTAL GST</b>	<b>36.50</b>
<i>Please Pay</i> <b>INVOICE TOTAL</b> (GST Included) <b>AUD 401.50</b>	

Unless otherwise agreed with Malcolm Thompson Pumps Pty Ltd (MTP) in writing, Goods purchased from MTP are purchased subject to MTP's terms & conditions (T&C). By placing an Order, accepting delivery of the Goods, signing an Authority to Proceed, accepting a quotation, making an application for credit in respect of the Goods, making any payment in respect of the Goods, or performing any obligation under the T&C, the Purchaser agrees to be bound by the T&C subject only to any agreed variations in writing.

Unless otherwise agreed by MTP in writing in accordance with clause 2.2 and clause 24 of the T&C, the T&C constitutes the entire agreement between MTP and the Purchaser in connection with the application for credit, Order, sale, purchase, delivery and supply of the Goods and supersedes and will prevail over any prior discussions, representations, agreements and arrangements in relation to the application for credit, Order, sale, purchase, delivery and supply of the Goods.

The T&C can be found on MTP's website at www.mtp.com.au or can be requested by contacting the Purchaser's nearest MTP Branch or 1800 733 687.

Below is a summary highlighting terms in the T&C. This summary does not reproduce all the terms of the T&C in full and is for convenience only. It is not in any way a substitute for any part of the T&C.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 In this summary of the T&C:

- (a) "Australian Consumer Law" means the Australian Consumer Law set out in the Competition and Consumer Act 2010 (Cth), and all other relevant legislation and regulations;
- (b) "Claim" means any claim, demand, suit, action, proceedings or any other related matters;
- (c) "Cash Sale Purchaser" is any Purchaser who is not a Credit Sale Purchaser;
- (d) "Company" means Malcolm Thompson Pumps Pty Ltd (MTP);
- (e) "Credit Account Purchaser" means a Purchaser who has an approved credit account with the Company;
- (f) "Currency" means Australian Dollars unless the Company (in its sole discretion) nominates a different currency to apply to a particular Order or future Orders from time to time;
- (g) "Due Date" means:
  - (i) in respect of a Credit Account Purchaser: the last day of the month following the month in which an invoice issued by the Company to the Purchaser is dated; or
  - (ii) in respect of a Cash Sale Purchaser: the date of the invoice issued to the Purchaser; or
  - (iii) any other due date for payment as determined by the Company, and as advised by the Company.
- (h) "Force Majeure Event" includes:
  - (i) any natural disaster, lightning, earthquake or other act of God;
  - (ii) war, terrorist act, riot, insurrection or civil commotion;
  - (iii) fire or explosion; or
  - (iv) industrial or other action beyond the control of the Company.
- (i) "Goods" means any goods or services purchased from the Company by the Purchaser or the subject of the T&C;
- (j) "Guarantor" means any person or entity which has guaranteed the due payment to the Company of all monies which have or will become payable to the Company for or in consequence of the supply of Goods by the Company to the Purchaser;
- (k) "Order" means the Purchaser's offer to the Company to purchase the Goods;
- (l) "Price" refers to the price of the Goods as defined in clause 4 below and subject to the requirements of clause 4 of the T&C;
- (m) "Purchaser" means any purchaser or potential purchaser of Goods from the Company;
- (n) "T&C" means the Malcolm Thompson Pumps Pty Ltd contract terms & conditions which apply to the sale of the goods which you purchase from the Company;
- (o) "Warranty" has the meaning stated in clause 10 of the T&C; and
- (p) "You" shall mean the Purchaser where the Purchaser is a "consumer" within the meaning of the Australian Consumer Law.

1.2 Any modifications to the T&C made without the written consent of the Company are void.

## 2. ORDER, ACCEPTANCE AND APPLICATION

2.1 If the Purchaser places an Order, accepts delivery of the Goods, signs an Authority to Proceed, accepts a quotation, makes any application for credit in respect of the Goods, makes any payment in respect of the Goods, or performs any obligation under the T&C, then:

- (a) the Purchaser shall be taken to have agreed to and accepted:
  - (i) the terms of the T&C; and
  - (ii) that the T&C, together with the terms of the quotation and/or any notice of acceptance of the Order given by the Company (if applicable):
    - (A) constitute the entire agreement between the Purchaser and the Company in connection with the application for credit, Order, sale, purchase, delivery and supply of the Goods; and
    - (B) supersedes and will prevail over all prior discussions, agreements, understandings, courses of conduct or arrangements between the Purchaser and the Company, or any statements, representations, requests for proposal, or offers made by the Purchaser in connection with the application for credit, Order, sale, purchase, delivery and supply of the Goods;
- (b) the Order and/or application for credit is accepted by the Company on the basis that the T&C, together with the terms of any quotation and/or any notice of acceptance of the Order given by the Company constitutes the entire agreement between the Purchaser and the Company in connection with the application for credit, Order, sale, purchase, delivery and supply of the Goods.

## 3. PERFORMANCE

3.1 Any performance figures in relation to the Goods given to the Purchaser by the Company are estimates only. The Company is not liable to the Purchaser or any other person for any loss or damage, including any consequential loss or damage (including for example, loss of profits or of business opportunity), in connection with a failure of any Goods to attain such figures, unless the Company gives a written guarantee in relation to such figures.

## 4. QUOTATIONS AND PRICE

- 4.4 The Price of the Goods: (a) is the amount, confirmed by the Company, that the Purchaser is required to pay to the Company to purchase the Goods; (b) excludes the cost of carriage;
- (c) includes the cost of packaging; (d) is GST exclusive.
- 4.6 The Purchaser agrees to pay to the Company any reasonable adjustment to the Price of the Goods pursuant to clause 4.5 of the T&C.

## 5. PAYMENT

- 5.2 Payment of any invoice issued by the Company must be made in full by the Due Date and in the currency applicable to the Order to which the invoice relates.
- 5.4 Without prejudice to any other right or remedy the Company may have, it may charge the Purchaser on any overdue amounts payable by the Purchaser to the Company, interest at a rate of 2% per month calculated daily, and it may charge the Purchaser for any costs or expenses incurred in seeking to recover overdue amounts payable by the Purchaser.
- 5.5 The Purchaser indemnifies the Company for any expenses incurred by the Company in enforcing the Company's rights against the Purchaser under the T&C or any guarantee provided by a Guarantor and will reimburse the Company as a debt due and payable for such expenses when requested to do so by the Company.
- 5.7 The Purchaser must not withhold payment of any invoice by reasons of set off, counter claim or otherwise.

## 8. TITLE AND RISK

- 8.1 Title in the Goods passes to the Purchaser on payment by the Purchaser of the Price in full. Where the Purchaser has not paid the Company the Price in full and risk has transferred, the Purchaser agrees to hold the Goods as a fiduciary for the Company.
- 8.2 Notwithstanding clause 8.1 above (as per the T&C), risk in the Goods passes to the Purchaser from the first occurrence of:
  - (a) the passing of title in the Goods to the Purchaser;
  - (b) the physical delivery of the Goods to the Purchaser;
  - (c) the time when the Goods have been dispatched from the premises of the Company or another location nominated by the Company, or placed on a carrier which is to effect delivery of the Goods from the Company or another location nominated by the Company to the Purchaser, where the carrier has been nominated, arranged or retained by the Purchaser; or
  - (d) the time when the Goods arrive at the premises of the Purchaser (prior to being taken off the carrier) where the carrier which is to effect delivery of the Goods from the Company or another location nominated by the Company to the Purchaser has been nominated, arranged or retained by the Company; or

- (e) if Goods are stored by the Company on behalf of the Purchaser in accordance with clause 9 of the T&C.
- 8.3 The Company is not liable for any loss or damage or deterioration of the Goods after risk in the Goods has passed to the Purchaser.

## 10. WARRANTY

- 10.1 The Company gives the warranty contained in Schedule 1 of the T&C in respect of the Goods. (the "Warranty").
- 10.2 Subject to clause 11 of the T&C:
  - (a) Where You are a consumer, our Goods come with guarantees that can not be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Where You are not a "consumer" within the meaning in the Australian Consumer Law, the guarantees referred to in clause 10.2(a) of the T&C do not apply.
  - (b) The Warranty is given in addition to all statutory rights conferred on the Purchaser.
  - (c) The Company does not make any promise, for example, that any part or repair facility in respect of the Goods will be available at any time or at any specified location, other than as expressly provided for in the Warranty.
- 10.3 The Company will use its reasonable endeavours to make available to the Purchaser the benefit of any guarantee or warranty given by the manufacturer to the Company in respect of any Goods not manufactured by the Company.

## 11. LIMITATION OF LIABILITY

- 11.1 To the fullest extent permitted by law except to the extent expressly agreed by the Company in the Warranty:
  - (a) the Company is not liable for any Claim, loss, damage, cost or expense, however caused (including, but not limited to, by the negligence of the Company), suffered by the Purchaser or any other person in connection with or arising from:
    - (i) the T&C;
    - (ii) the Goods;
    - (iii) any misrepresentation by the Company, its directors, officers, employees, former directors and/or employees and/or officers, agents and/or subcontractors; or
    - (iv) any statement by a third party accepted in good faith by the Company and repeated by it, in connection with the Goods.
  - (b) the Company is not liable for all express and implied terms, conditions, representations and warranties relating to the Goods including without limitation all conditions or warranties as to the merchantability, quality, description, condition, safety, performance or fitness for purpose of any of the Goods.
  - (c) the Company shall not be liable to the Purchaser or to any other person for any loss of profit or other economic loss, indirect, special, consequential, general or other similar loss or damage how so ever arising.
- 11.2 Nothing in the T&C is intended to exclude, restrict or modify any rights which the Purchaser may have under the Australian Consumer Law, or any other legislation which cannot be excluded, restricted or modified by agreement.

## WARRANTY

(Clause 10 of the T&C – Warranty)

## 1. DEFINITIONS IN SCHEDULE 1 OF THE T&C

"Warranty Period" means the period of six months from the date of delivery of the Goods to the Purchaser.

"Normal Wear and Tear" means the gradual reduction in performance of Goods having regard to the age of the Goods and the nature and frequency of use of the Goods.

## 2. GOODS

2.1 Subject to clauses 3 and 4 of the Warranty, and in the absence of a third party manufacturer warranty, the Company agrees, in relation to any faulty workmanship or material defect in Goods that are purchased by the Purchaser and reported by the Purchaser to the Company during the Warranty Period, to any one or more of any the following:

- (a) in the case of goods:
  - (i) to replace the goods or supply equivalent goods;
  - (ii) to repair the goods;
  - (iii) to pay the cost of replacing the goods or acquiring equivalent goods; or
  - (iv) to pay the cost of having the goods repaired; and
- (b) in the case of services:
  - (i) to supply the services again; or
  - (ii) to pay the cost of having the services supplied again.
- 2.2 To avoid doubt, the Company has sole discretion as to any one or more of the alternatives specified in clauses 2.1(a) or 2.1(b).
- 2.3 The Warranty does not cover anything which is not expressly included in the Warranty.

## 3. EXCLUSIONS

- 3.1 To the extent permissible by law, the Warranty does not cover:
  - (a) anything caused or contributed to by:
    - (i) Normal Wear and Tear and the gradual reduction in operating performance of the Goods;
    - (ii) the Company being the subject of a Force Majeure Event;
    - (iii) an accident, abuse, neglect of a person other than of the Company, including any wilful, negligent or inappropriate act or omission of a person other than of the Company which occurs during transportation of Goods, the loading and/or unloading of Goods, installation of Goods, or moving of Goods;
    - (iv) vandalism, power outages, surges, inadequate or improper voltage or current, or use and instalment of Goods contrary to any instruction or manual;
  - (v) repair or modification of the Goods carried out:
    - (A) without the proper written consent of the Company; or
    - (B) by a person other than the Company or its agent;
  - (vi) any criminal, deliberate, wilful, dishonest or fraudulent act, error or omission of the Purchaser or any of its officers, employees or agents;
  - (vii) any breach by the Purchaser of law or regulatory requirement;
  - (b) costs of removal, reinstallation, recommissioning or shipping of the Goods;
  - (c) damage occurring during transportation, freight, installation of the Goods or while moving the Goods;
  - (d) any defect or faulty workmanship in relation to the Goods:
    - (i) not notified to the Company within the Warranty Period; or
    - (ii) where the Purchaser continues to use the Goods after the Purchaser knew or discovered or ought reasonably to have known or discovered the defect or faulty workmanship.

## 4. WARRANTY CLAIMS AND ASSOCIATED COSTS

- 4.1 If a Purchaser wishes to lodge a claim under the Warranty in relation to the Goods then the Purchaser must notify the Company immediately and during the Warranty Period. Further information regarding the Warranty claim procedure can be obtained by contacting the Purchaser's nearest Company Branch or 1800 733 687.
- 4.2 The Company may, under the Warranty, direct that the Purchaser returns the Goods to:
  - (a) the location from which the Goods were originally dispatched to the Purchaser; or
  - (b) another location, provided that the cost of returning the Goods to such a location does not exceed the cost of returning the Goods to the location from which the Goods were originally dispatched to the Purchaser.
- 4.3 Where the Company directs the Customer under clause 4.2 of the Warranty, the Customer must return the Goods in accordance with such direction.
- 4.4 The Company may at its discretion require the Purchaser to issue a purchase order with respect to additional assessment, testing and/or inspection required in order for the Company to assess a Warranty claim and the Purchaser shall be obliged to issue such documentation prior to any further assessment, testing and/or inspection being undertaken by the Company under the Warranty terms.
- 4.5 In the event that the Company determines at its sole discretion that a claim is not accepted under the Warranty, the Purchaser shall be liable for any costs incurred by the Company associated with a Warranty claim, including all costs incurred by the Company in assessing, inspecting and/or testing the Goods as part of any claim, including reasonable labour costs and travel costs associated with travelling to a particular location to assess, test and/or inspect the Goods.
- 4.6 In the event that the Purchaser at its sole discretion does not accept a Warranty Claim, the Purchaser shall be notified of the Company's decision and will be issued with an invoice for the costs incurred by the Company associated with a Warranty claim pursuant to clause 4.5.
- 4.7 Where a third party manufacturer warranty applies, the Purchaser agrees to comply with any applicable warranty terms and conditions, to the extent that they contain additional warranty requirements.
- 4.9 The Purchaser shall indemnify the Company in respect of any and all Claims, losses, expenses and liabilities incurred by the Company arising indirectly or directly out of any Warranty Claim not accepted by the Company acting in its sole discretion.