

General Sales Conditions

Definitions

E-TerraTech - shall mean E-TerraTech, an Australian Company approved as a Partner to import, sell, and install products of Beterbad B.V.

Supplier - shall mean Beterbad B.V in the Netherlands

Customer - shall mean any natural person or business entity with whom E-TerraTech and its employees deal in the course of its business, including representative(s), business partner(s), contractor(s), and including visitors of the E-TerraTech website.

Contract - shall mean the contract between E-TerraTech and the Customer regarding the provision of E-TerraTech's Services, and the use, and purchase of E-TerraTech's products.

Products - shall mean decentralized water recirculating products provided either directly by E-TerraTech, or by its Supplier from time to time in any territory.

Product data - shall mean weights, measures, capacities, test results, yields, and other product data provided in writing by E-TerraTech or its Supplier.

Services - shall mean services in relation to E-TerraTech's products.

1. General

a.) The company E-TerraTech is engaged in the importation and sale of water-conscious appliances for household and commercial use such as; baths, whirlpools, hot tubs, and shower trays.

b.) The products supplied by Beterbad B.V. are delivered and installed by E-TerraTech itself, or by an approved contractor of E-TerraTech in accordance with the installation and operational manuals as supplied by Beterbad B.V.

2. Concepts

a.) The term "client" shall mean any other party of E-TerraTech excluding Beterbad B.V. who is the manufacturer, in the case of agreements and the resulting obligations.

b.) The completion of installation work shall be deemed to exist:

- when E-TerraTech informs the client that the work has been completed and the contractor has approved the work;
- where the approved contractor has notified E-TerraTech in writing that the work has been completed and has informed the relevant authority that the work has been completed.
- If and insofar as the completed installation has been taken into use by the client.

3. Drawings, designs

Drawings, technical descriptions, designs, and calculations, which have been produced by Beterbad B.V. or on its behalf, will remain the property of Beterbad B.V.. They may be shared with third parties unless otherwise advised or noted by Beterbad B.V.

4. Applicability of general terms and conditions

a.) These terms and conditions apply to all agreements between the client and E-TerraTech insofar as they have been agreed or published with a quotation, assignment, and/or order confirmation or referred to conditions as stated on the E-TerraTech website; www.e-terratech.com.au

b.) These terms and conditions can only be deviated from by explicit written agreement between E-TerraTech and Beterbad B.V. Such a derogation shall have effect only in respect of the agreement for which it was made.

c.) Stipulations originating from the client, deviating from these general terms and conditions, are only valid if they have been accepted in writing by E-TerraTech.

5. Conclusion of agreements

a.) All quotations of E-TerraTech are free of charge and without obligation unless otherwise stipulated in the quotation. Quotations can be revoked by E-TerraTech within 3 working days after receipt of acceptance thereof.

b.) An agreement is only concluded after E-TerraTech along with Beterbad B.V. has assessed an order or assignment on technical feasibility and delivery time. Any financial aspects will remain with E-TerraTech for feasibility and would subsequently be confirmed in writing. The order confirmation sent by E-TerraTech or the agreement/quotation signed by both parties shall serve as proof of the agreement and its content, subject to proof to the contrary.

6. Pricing

As long as a price has not been confirmed in writing by the client, it is subject to change by E-TerraTech and in some instances Beterbad B.V.

7. Purchase

a.) The Client is obliged to provide the cooperation necessary for the performance of E-TerraTech and/or its approved contractors, including explicitly the obligation to purchase ordered goods. Acceptance is deemed to have been refused if ordered goods have been offered to a client for delivery, but delivery was not possible. The day on which acceptance is refused counts as the day of delivery.

b.) In the event of refusal to take delivery, the client owes E-TerraTech compensation equal to the purchase price of the goods of which delivery was refused, plus the statutory interest on that amount of the day of delivery and the costs arising for E-TerraTech from the refusal to purchase. These costs explicitly include a reasonable fee for the storage, related to customary rates applicable on site. This does not affect all other rights of E-TerraTech with regard to any shortcomings of the client.

c.) Orders can only be canceled with the consent of E-TerraTech, against which E-TerraTech can set conditions.

8. Delivery

a.) The delivery periods indicated by E-TerraTech are approximate unless expressly agreed otherwise. Stated delivery periods on the part of E-TerraTech are without obligation and can never be regarded as a deadline, although E-TerraTech will strive as much as possible to ensure that these periods are adhered to.

b.) The delivery period starts when an agreement has been reached on all technical details and after all data and drawings necessary for the execution of the agreement are in the possession of E-TerraTech.

c.) Exceeding a delivery period never entitles the client to any compensation, dissolution of the agreement, or any other action against E-TerraTech. This is only different in the event of intent or gross negligence on the part of E-TerraTech or its management staff or if the delivery period is exceeded by more than three months. In that case, the client has the right to dissolve the agreement by means of a written statement and or to claim for compensation.

9. Quality and complaints

a.) Visible defects in the delivered goods must be reported by the client immediately after installation/ repair; Defects in the delivered goods that cannot be detected immediately upon receipt must be notified to E-TerraTech in writing as soon as possible and in any case within four days of receipt. After the expiry of this period, E-TerraTech is deemed to have fulfilled its obligations correctly, and it is assumed that the client has accepted the goods in good condition. Minor deviations deemed unavoidable in the trade cannot constitute grounds for complaints.

b.) If and insofar as it has been agreed regarding the in-person manner that it will be according to a model, that model shall be regarded as a determination of the average quality of the goods.

c.) If contrary to the provisions of paragraph 2, deliveries are not made based on a model, the relevant provisions of E-TerraTech apply to the quality and quality of the delivered goods.

d.) In the event of defects in the delivered goods, the client only has claims against E-TerraTech, insofar as the goods have not been processed.

e.) If the client can assert a claim in accordance with the above provisions, this does not give the client the right to suspend payment.

10. Warranty

a.) E-TerraTech guarantees the quality of the services provided by it and its approved contractors to the best of its knowledge and ability and for the soundness and good quality of the goods delivered by it, on the understanding that this guarantee does not go beyond the guarantee obligation that the person who delivered the relevant goods to E-TerraTech has towards E-TerraTech.

b.) E-TerraTech gives a guarantee on new goods, original parts, and trade products in accordance with the guarantee provision applicable from Beterbad B.V. at the time of delivery.

c.) E-TerraTech does not give a guarantee on products and parts not assembled by Beterbad B.V., unless a guarantee has been expressly promised in writing. E-TerraTech does not guarantee items that have not been installed in accordance with the instructions for use supplied by E-TerraTech on behalf of Beterbad B.V. See separate Warranty for further clarification.

11. Payment and security

a.) Payment must always be made within the period agreed in writing, in a manner to be indicated by E-TerraTech in the currency in which the invoice was made, unless otherwise indicated in writing by E-TerraTech. E-TerraTech will invoice as agreed between the client and E-TerraTech with the terms of purchase.

b.) If the client fails to pay an invoice on time, the client is in default by operation of law. The client then owes interest equal to 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due amount will be calculated from the moment that the client is in default until the moment of payment of the full amount due.

c.) E-TerraTech has the right to have the payments made by the client go first of all to reduce the costs, then to reduce the interest that has fallen due, and finally to reduce the principal sum and the accrued interest.

d.) E-TerraTech may, without thereby being in default, refuse an offer for payment if the client designates a different order for the allocation of the payment. E-TerraTech can refuse full repayment of the principal sum if the outstanding and accrued interest and collection costs are not also paid.

e.) Objections to the amount of an invoice do not suspend the payment obligation.

12. Force majeure

a.) If, after the conclusion of the agreement, E-TerraTech cannot fulfill this as a result of circumstances that could not reasonably have been expected or could not have been known to E-TerraTech at the time of the conclusion of the agreement, this shall be regarded by E-TerraTech as a non-attributable shortcoming (force majeure) with regard to the client.

b.) Under the circumstances referred to in point 1. fall in any case; strike, government measures, delays in supply, export ban, riots, war mobilization transport options, import obstructions, negligence of E-TerraTech and or its supplier Beterbad B.V. as well as of auxiliary persons, illness of personnel, defects in auxiliary or transport equipment, lockout or other work disorders and events that cannot reasonably be insured by E-TerraTech.

c.) E-TerraTech has the right to suspend it in the event of force majeure. E-TerraTech is also entitled to dissolve the agreement in whole or in part or to demand that the content of the agreement is changed in such a way that execution remains possible. Under no circumstances is E-TerraTech obliged to pay any fine or compensation. E-TerraTech reserves the right to payment for the work already done and the costs incurred.

d.) E-TerraTech has no authority to suspend if performance is permanently impossible or the temporary impossibility continues for more than six months. In these cases, the agreement can be dissolved by the most diligent party, without the client being entitled to compensation for the damage suffered or to be suffered as a result of the dissolution.

13. Liability

a.) E-TerraTech accepts liability for damage to the work or other works or parts unless this damage is the result of extraordinary circumstances against the harmful consequences of which the contractor does not have to take appropriate measures in connection with the nature of the work and it would be unreasonable to have the damage for its account.

b.) E-Terratech is liable for damage to other works and property of the client insofar as this has been caused by the execution of the work and is due to negligence, carelessness, or incorrect actions of E-TerraTech or its approved contractors, its staff, or other persons under its supervision.

c.) The liability of E-TerraTech, as well as referred to in section 10, arising from other facts or circumstances never goes beyond reimbursement of the invoice value or the delivery of goods, such as at the discretion of the client and insofar as E-TerraTech can deliver similar goods.

d.) E-TerraTech is never liable for (further) damage that arises to already defective taps, shower walls, and other related matters.

e.) E-TerraTech is never liable for consequential and indirect trading loss, stagnation damage, delay of construction, loss of orders, loss of profit, processing costs, and the like.

f.) E-TerraTech is also not liable; if the client himself or a third party repairs the delivered goods, makes changes to them, uses them for purposes other than those for which it is suitable or intended, overloads the delivered goods, or otherwise uses them improperly.

14. Dissolution

a.) E-TerraTech has the right, without any notice of default, to suspend the further execution of the agreement or to dissolve it in whole or in part if;

- the client does not, not timely or not properly fulfill his obligations towards E-TerraTech
- the bankruptcy of the client is/is being applied for;
- the client applies for suspension of payment or is in the suspension of payments, or is admitted to a statutory debt restructuring program, or, whether or not in the context of the aforementioned regulations, offers an arrangement or an agreement to its creditors or a part of them;
- any assets of the client (or part thereof) have been seized;
- the client proceeds to the sale or liquidation of his business;
- the client is placed under guardianship (Administration) or if he otherwise loses the management or management of his company, business, or part thereof.

b.) E-TerraTech is at all times entitled to claim compensation from the client, as well as to take back the delivered goods.

c.) If the client wishes to dissolve the agreement, he will at all times first declare E-TerraTech in default in writing and grant it a reasonable time to still fulfill its obligations or to repair shortcomings, which shortcomings the client must accurately describe in writing.

d.) The client has no right to dissolve the agreement in whole or in part or to suspend his obligations if he is or was already in default in the fulfillment of his obligations.

e.) In the event of partial dissolution, the client cannot claim the cancellation of services already performed by E-TerraTech, and E-TerraTech is fully entitled to payment of the services already performed by E-TerraTech.

15. Legal costs

The compensation for legal costs is set at 20% of the total claim. This compensation will always, as soon as E-TerraTech has invoked legal assistance, or has handed over the claim for collection, will be charged without any further evidence and will be owed by the client, without prejudice to the right, to claim full compensation from E-TerraTech.

16. Applicable law/competent court

a.) All offers, agreements, and all resulting obligations are exclusively governed by Australian law, regardless of where these obligations are to be performed.

b.) With regard to any disputes, the court within whose jurisdiction the place of establishment of E-TerraTech is located is competent.