

1. DEFINITIONS

1.1 Accessories means accessories supplied for any Unit rented in accordance with this agreement (such as taps, cup holders, CO2 equipment, driptrays, bottle wash racks, and installation kits).

1.2 Agreed Fee means the aggregate of the weekly or monthly unit rate per Unit rented by the Customer in accordance with this agreement (as set out in the cover pages and as adjusted in accordance with this agreement), and any fee for services provided by Culligan.

1.3 UTS Unit means the undersink products described in the cover pages.

1.4 Customer means the customer named in the cover pages.

1.5 Goods means the Units rented by the Customer in accordance with this agreement.

1.6 Incidental Items means any goods, documents, or materials supplied, consumed, created or deposited incidentally by Culligan in the course of it supplying to the Customer any Goods, including Accessories. For avoidance of doubt, bottles supplied for a Purezza system are not Incidental Items and are property of the Customer upon delivery.

1.7 Initial Term means the initial term of this agreement, set out in the cover pages, which shall commence on the initial installation of a Unit in the Customer's site.

1.8 Later Term has the meaning given in clause 3.2.

1.9 Payment Intervals means the payment intervals or frequency set out in the cover pages, or as otherwise agreed between the parties in writing from time to time.

1.10 Purezza Units means the Purezza products described in the cover pages.

1.11 Term means the Initial Term and each Later Term as the circumstance or context requires.

1.12 Units means, as the context requires, any or all of the freestanding dispensers, undersink chillers and boilers, benchtop units, and Purezza Units rented by the Customer in accordance with this agreement.

1.13 Culligan means the entity renting the Goods to the Customer, as described in the cover pages, and if no entity is correctly named and described in the cover pages, then this means Waterlogic Australia Pty Ltd (ABN 64 126 087 509) Trading as Culligan Australia.

2. GENERAL

2.1 The agreement consists of the cover pages (which means the customer proposal, rental agreement or similar document to which these terms and conditions are appended or otherwise relates) and these terms and conditions.

2.2 This document sets out the terms and conditions on which Culligan will rent the Goods to the Customer.

2.3 This agreement shall prevail to the extent of any inconsistency with the cover pages or any other document or agreement between the Customer and Culligan, including any inconsistent terms or conditions in any other document or communication used between Culligan and the Customer in relation to the rental of the Goods or earlier course of dealing. This term applies even if an invoice, consignment note, delivery receipt, acceptance of a purchase order or other document contains a similar condition.

2.4 Culligan will supply the Goods to the Customer, for installation at the Customer's premises. In supplying the Goods (and if agreed between the parties, installing the Goods at the Customer's premises and otherwise providing any services), Culligan will:

2.4.1 exercise all due care, skill and judgement, and act in accordance with accepted professional and business practices, and otherwise act in accordance with reasonable instructions or directions given by the Customer; and

2.4.2 hold all authorisations, permits and licences required under any law to supply or install the Goods, and comply with the requirements of all laws of any kind applying to the supply or installation of the Goods.

3. TERM

3.1 This agreement commences on execution, and shall remain in force and effect both prior to, and throughout, the Initial Term. Unless expressly provided for in this agreement, no party is entitled to terminate this agreement prior to commencement of the Initial Term.

3.2 The parties may agree to extend the term of this agreement by further periods of 12 months (each a "Later Term"). Unless any party gives written notice to the other party not less than 90 days before the expiry of the then current term (including the Initial Term or a Later Term), the parties will be deemed to have agreed to extend the term of this agreement by such further period of 12 months.

4. PAYMENT OF AGREED FEE AND INVOICING

4.1 The Customer must pay the Agreed Fee in advance at the Payment Intervals. All amounts must be paid within 14 days of the date of the tax invoice from Culligan.

4.2 Price Adjustments; the parties agree that:

4.2.1 Despite any other provisions in this document, the Supplier may adjust the Agreed Fee in respect of any supplied Goods at any time but no more than once in any given six-month period, provided that the Supplier complies with the notice set out in clause 4.2.2; and

4.2.2 the Supplier must notify the Customer of:

4.2.2.1 its intention to undertake a review of the relevant Agreed Fee(s) with the view of implementing an adjustment (at which point the Customer may engage with the Supplier to discuss the proposed adjustment), at least 60 days prior to; and

4.2.2.2 the date on which the Supplier intends to make any adjustment to the Agreed Fee(s) effective.

4.2.3 for the avoidance of doubt, the Customer's right to engage with the Supplier under clause 4.2.2.1 creates no obligation on the Supplier to proceed with the adjustment on the basis of the matters raised by the Customer and the Supplier reserves its absolute discretion to effect the adjustment as it sees fit.

4.3 The Customer must pay Culligan the charges for the following additional services (if requested by the Customer from time to time and as agreed between the parties from time to time), as set out in the tax invoice from Culligan:

4.3.1 servicing of Goods or Incidental Items (in excess of the service provided for under this agreement, if applicable), such as where the Customer requires an additional filter change;

4.3.2 repairing or replacing Goods or Incidental Items (unless Culligan is required to do so in accordance with this agreement), such as where the Customer or a third party causes damage to any Units or where the Customer loses any parts;

4.3.3 collection of any Goods or Incidental Items, and moving any Goods or Incidental Items to another location (including any services required to remove any Goods or Incidental Items from their then current location, any services required to install such Goods or Incidental Items in their new location, and where any Goods or Incidental Items are collected and serviced away from the Customer's premises).

4.4 The Customer shall not be entitled to set off against, or deduct from the Agreed Fee or any other amounts payable under this agreement, any sums owed or claimed to be owed to the Customer by Culligan nor to withhold payment of any invoice because part of that invoice is in dispute.

4.5 All payments under this agreement must be paid by cheque, bank cheque, electronic/on line banking, credit card, or by any other method as agreed to between the Customer and Culligan.

5. RISK and RETURN and INSURANCE

5.1 Risk in relation to the Goods passes to the Customer when the Goods are installed at the Customer's site by (or on behalf of) Culligan.

5.2 Risk in relation to the Incidental Items (and any Goods not covered by clause 5.1) passes to the Customer when the Incidental Items (or Goods) are placed with the carrier which is to transport the Incidental Items (or Goods) to the Customer.

8.8 Culligan will not be liable to the Customer for any acts or omissions of any person where that person is acting under the direction and control of the Customer and the Customer must indemnify Culligan against any claims, damages, expenses or costs resulting from any such acts or omissions.

9. TERMINATION

9.1 The Customer shall give Culligan not less than 14 days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address or contact details).

9.2 A party may immediately terminate this agreement by written notice to the other party if such other party is in breach of its obligations under this agreement and (to the extent the breach can be remedied) does not remedy the breach within 30 days of receiving a written request to do so from the non-defaulting party.

9.3 Without limiting the generality of clause 9.2, the Customer may terminate this agreement by providing Culligan at least 90 days' prior written notice that the Customer wishes to terminate this agreement.

9.4 Upon the termination of this agreement, the Customer must:

9.4.1 immediately return the Goods to Culligan (in the same condition as they were delivered to the Customer, fair wear and tear excepted), or otherwise allow Culligan to enter upon any premises where the Goods are located to examine and recover the Goods;

9.4.2 pay all unpaid Agreed Fee and other amounts payable under this agreement up to the date of termination and all other moneys which are then payable to Culligan pursuant to this agreement; and

9.4.3 pay by way of liquidated damages:

9.4.3.1 the amount calculated in accordance with clause 10; and

9.4.3.2 any costs incurred by Culligan in recovering the Goods and making any repairs necessary to bring them to the condition in which the Customer is required to return them under this agreement.

10. PAYOUT

10.1 If this agreement is terminated during the Initial Term, the amount payable by the Customer to Culligan will be:

10.1.1 for each Unit that is not a Purezza Unit or UTS Unit, the lesser of (i) \$1,000.00, or (ii) the instalments of the Agreed Fee and other amounts payable under this agreement which, but for the termination, would have been payable by the Customer under this agreement as from the date of termination to the end of the Initial Term;

10.1.2 for each Purezza Unit and for each UTS Unit, the lesser of (i) \$3,000.00, or (ii) the instalments of the Agreed Fee and other amounts payable under this agreement which, but for the termination, would have been payable by the Customer under this agreement as from the date of termination to the end of the Initial Term.

10.2 If this agreement is terminated during a Later Term, the amount payable by the Customer to Culligan will be:

10.2.1 for each Unit that is not a Purezza Unit or UTS Unit, the lesser of (i) \$700.00, or (ii) 70% of the instalments of the Agreed Fee and other amounts payable under this agreement which, but for the termination, would have been payable by the Customer under this agreement as from the date of termination to the end of the Later Term;

10.2.2 for each Purezza Unit and for each UTS Unit, the lesser of (i) \$2,100.00, or (ii) 70% of the instalments of the Agreed Fee and other amounts payable under this agreement which, but for the termination, would have been payable by the Customer under this agreement as from the date of termination to the end of the Later Term.

11. PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

11.1 The parties acknowledge and agree that:

11.1.1 subject to applicable laws, this agreement and the lease of the Goods contemplated by it gives rise to a security interest (Security Interest) in favour of Culligan for the purposes of the PPSA, and the Security Interest in the Goods is effective and attaches to the Goods immediately upon the Customer taking possession of the Goods;

11.1.2 Culligan has given value for the Security Interest including by its promises under this agreement; and

11.1.3 Culligan may make a registration under the PPSA or on the Personal Property Securities Register (PPSR) against the Customer in respect of any security interest created under this agreement.

11.2 If Chapter 4 of the PPSA applies to the enforcement by Culligan of the Security Interest, the Customer agrees that the following provisions of the PPSA will not apply to the enforcement of that Security Interest and the Customer waives any rights in respect of the following sections of the PPSA:

11.2.1 to the extent that section 115(1) of the PPSA allows them to be excluded, sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 138B(4), 142 and 143; and

11.2.2 to the extent that section 115(7) of the PPSA allows them to be excluded, sections 127, 129(2) and (3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137.

11.3 The Customer consents to Culligan registering a financing statement on the PPSR in respect of the Security Interest in any manner Culligan considers appropriate and the Customer agrees to provide all assistance reasonably required by Culligan to facilitate this. The Customer also agrees to do everything Culligan requests it to do to make a registration under the PPSA or on the PPSR or otherwise to perfect any Security Interest.

11.4 The Customer waives its right to receive any notice under the PPSA, including any verification statement or notice of a verification statement (as those terms are defined in the PPSA) in respect of any financing statement or financing change statement (as those terms are defined in the PPSA) relating to the Security Interest unless the notice is required by the PPSA and cannot be excluded.

11.5 In addition to Culligan's rights under the PPSA, if the Customer defaults on the timely performance of its obligation to pay the Agreed Fee in accordance with this agreement, Culligan has the right to seize, take possession or apparent possession, retain, deal with or dispose of the Goods and the Incidental Items, not only under the PPSA but also, as additional and independent rights under this agreement.

12. PRIVACY LAWS

12.1 Culligan will comply with all applicable privacy laws, and all personal information collected by Culligan in respect of the Customer and its personnel will be dealt with in accordance with the Culligan group privacy policy (available at <https://www.culligan.com.au/privacy-policy/>).

12.2 At any time during the Term, the Customer authorises Culligan to make such enquiries as it considers necessary as to the creditworthiness of the Customer (including with a credit reporting agency, and including Culligan being given a consumer credit report in order to collect overdue payment). The Customer agrees to provide such written authorisations as reasonably requested by Culligan from time to time to give effect to this.

12.3 The Customer agrees that information provided may be used and retained by Culligan for the following purposes (and for any other purposes as required or permitted by law from time to time):

12.3.1 the provision (or offer of the provision) or the marketing of Goods, by Culligan, its agents or distributors;

12.3.2 analysing, verifying and/or checking the Customer's payment and/or status in relation to the provision of the Goods, or processing of any payment instructions and/or direct debit facilities requested by the Customer; and/or

5.3 Although Culligan remains owner of the Goods, the Customer bears the entire risk for the Goods, subject to the terms of this agreement. The Customer must, at its cost, insure and continue to insure the Goods during the term of this agreement (and until Return) for the full insurable value of the Goods and against fire, accident, theft, liability to third parties for personal injury, property damage and destruction, and such other risks of loss as are customarily covered by insurance on the Goods by prudent operators of businesses similar to that in which the Customer is engaged. The Customer shall provide to Culligan, immediately on request, evidence of any insurance coverage required by this clause 5.3.

5.4 Return of the Goods is deemed to have occurred, if the Customer sends the Goods, when the Goods are unloaded from any vehicle or carrier in which they were transported at Culligan's premises or, if the Goods are collected by Culligan, when loaded into the vehicle or carrier in which they are to be transported to Culligan's premises (Return). The Customer is responsible for the Goods from delivery until Return.

6 CUSTOMER OBLIGATIONS

6.1 The Goods are provided for the exclusive use as Culligan's water purification system and are not to be used for any other purpose. Other than to the extent that Culligan has agreed to provide filter management, maintenance and replacement services, the Customer is responsible for cleaning and sanitisation of all accessible areas of the Goods and for cleaning and sanitisation of the Accessories, and must take all appropriate action to clean, care for and maintain the Goods, the Accessories, and bottles and other receptacles used in connection with any Goods. The Customer must follow Culligan's instructions including instructions about maintenance, cleaning and sanitisation of Goods and Accessories, and any instructions about bottles and other receptacles used in connection with the Goods.

6.2 The Customer must:

6.2.1 protect the interest of Culligan in the Goods, including by making it clear to others that Culligan owns the Goods;

6.2.2 keep the Goods in good order and repair and properly operated and serviced so that they shall at all times be in first class condition, from delivery until Return (for the avoidance of doubt, this includes not tampering with settings or components of the Goods, and not adding or removing components);

6.2.3 not do anything (or omit to do anything) that would cause loss of or damage to the Goods, and otherwise ensure the Goods are not exposed to the risk of loss, damage or destruction, and must notify Culligan immediately of the loss of or any damage to the Goods;

6.2.4 keep the Goods in its control and not sell, encumber or abandon the Goods or attempt to do so;

6.2.5 take all steps necessary to prevent injury occurring to persons or property as a result of the condition of the Goods and all steps necessary to prevent any further damage to the Goods, and must notify Culligan where a person is injured or suffers property damage as a result of or in connection with the use of any of the Goods; and

6.2.6 indemnify Culligan against any losses, claims, damages, expenses or costs resulting from the use of the Goods and Incidental Items by (or on behalf of) the Customer, including in respect of any damage, destruction or loss suffered in relation to the Goods rented to the Customer, and any loss, claims, damages, expenses or costs resulting from any breach of this agreement by the Customer.

6.3 Without limiting its obligations in accordance with clause 6.2, the Customer must:

6.3.1 ensure that none of the Goods are or become affixed to any other real or personal property, and will not transfer, part with possession, or share possession of any of the Goods;

6.3.2 not do anything, or fail to do something, or allow anyone else to do anything or fail to do something, which might adversely affect the interest of Culligan in any of the Goods or expose Culligan to any liability; and

6.3.3 not allow a security interest to arise or remain on or in respect of any of the Goods (unless requested to do so by Culligan).

7 CUSTOMER ACKNOWLEDGEMENTS

7.1 The Customer acknowledges that:

7.1.1 Culligan is the owner of the Goods and Incidental Items and at no time does title to the Goods or Incidental Items pass to the Customer, and nothing in this agreement gives rise to any proprietary interest in the Goods or Incidental Items (or any part of them) being conferred on the Customer;

7.1.2 where Culligan has intellectual property rights in any of the Goods, or in any Incidental Items, any intellectual property rights in any Goods or Incidental Items shall be and remain the property of Culligan, and nothing in this agreement gives rise to any intellectual property rights being conferred on the Customer;

7.1.3 the Customer holds the Goods as a lessee only, and Culligan has no obligation to sell the Goods to the Customer and this agreement does not give the Customer any right to purchase the Goods; and

7.1.4 other than as set out in this agreement:

7.1.4.1 the Customer has relied entirely on its own knowledge and judgement in deciding to proceed to enter into this agreement, and the Customer acknowledges that it has had opportunity to ask questions about the Goods; and

7.1.4.2 Culligan does not give or make any warranty, assurance or representation regarding the quality, fitness for use or suitability of the Goods for any purpose other than the purpose for which the Goods were designed.

8 DEFECTS, WARRANTIES AND THE COMPETITION AND CONSUMER ACT 2010 (CCA)

8.1 Subject to this clause 8, to the fullest extent permitted by law Culligan shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Culligan of this agreement (and in any event Culligan's liability in all circumstances shall not exceed the amount payable for the Goods for the then current Term).

8.2 The Customer must inspect Culligan's Goods and Incidental Items on delivery and must within seven days notify Culligan in writing of any evident defect in the Goods or Incidental Items provided (including Culligan's workmanship) or of any other failure by Culligan to comply with the description of, or quote for, the Goods which Culligan was to supply. The Customer must notify any other alleged defect in Culligan's Goods or Incidental Items as soon as is reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow Culligan to inspect the Goods or Incidental Items that were provided.

8.3 Under applicable laws (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into this agreement (Non-Excluded Guarantees). Culligan acknowledges that nothing in this agreement purports to modify or exclude the Non-Excluded Guarantees.

8.4 Except as expressly set out in this agreement or in respect of the Non-Excluded Guarantees:

8.4.1 Culligan makes no warranties or other representations under this agreement including, but not limited to, in respect of the quality or suitability of the Goods;

8.4.2 Culligan's liability in respect of these warranties is limited to the fullest extent permitted by law; and

8.4.3 to the extent that any implied condition or warranty on the part of Culligan cannot be excluded, the liability of Culligan for a breach of any such condition or warranty is limited (but only to the extent permitted by law) to either the replacement of the Goods or the supply of equivalent equipment, payment of the cost of replacing the Goods or acquiring equivalent equipment, or the repair of the

12.3.3 enabling the daily operation of the Customer's account (including collection of amounts outstanding) in relation to the provision of the Goods.

12.4 The Customer acknowledges and agrees that Culligan may give any information about the Customer to a credit reporting agency for the purposes of obtaining a consumer credit report about the Customer or allowing the credit reporting agency to create or maintain a credit information file containing information about the Customer.

13 WARRANTIES

13.1 Each party represents, warrants and undertakes to the other party that each of the following is true and accurate:

13.1.1 it has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms, and it has full power to enter into and perform its obligations under this agreement and can do so without the consent of any other person;

13.1.2 the execution, delivery and performance by it of this agreement complies with each law, regulation, authorisation, ruling, judgement, order or decree of any government agency, its constitution or other constituent documents (if applicable) and any security interest which is binding on it;

13.1.3 compliance with the terms of this agreement does not and will not do any of the following:

13.1.3.1 conflict with or constitute a default under any agreement or instrument to which it is a party or any security interest, lease, order, judgement, award, injunction, decree, ordinance or regulation or any other restriction of any kind by which it is bound;

13.1.3.2 relieve any other party to a contract with it of its obligations or enable that party to vary or terminate its rights or obligations under that contract; or

13.1.3.3 result in the creation, imposition or crystallisation of any security interest on any of its property or assets;

13.1.4 it does not enter into this agreement as trustee of a trust;

13.1.5 no bankruptcy or insolvency event (however described) has occurred in respect of it.

13.2 Culligan represents, warrants and undertakes to the Customer that each of the following is true and accurate in respect of the Goods:

13.2.1 it owns the Goods, and the lease of the Goods under this agreement does not and will not infringe the rights of any other person, including intellectual property rights; and

13.2.2 the Goods are made from good material and workmanship, are free from defects, and comply with all relevant laws, standards and requirements of government authorities.

13.3 Each party acknowledges that the other party has entered into this agreement in reliance on the warranties given under this clause 13. Each of the warranties given under this clause 13 is separate and independent and, except as expressly provided to the contrary in this agreement, is not limited by reference to any other one of the warranties given under this agreement.

14 GOODS AND SERVICES TAX

14.1 Unless otherwise stated, terms have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (GST Act) and:

14.1.1 the term 'consideration' takes its ordinary meaning, rather than its defined meaning in the GST Act; and

14.1.2 if a supply is treated as a periodic or progressive supply under the GST Act, each periodic or progressive component of the supply will be treated as if it is a separate supply.

14.2 Unless otherwise stated, all consideration to be paid or provided under this agreement is expressed exclusive of GST.

14.3 If GST applies to a supply made under this agreement, for consideration that is not stated to include GST, the recipient must pay to the supplier an additional amount equal to the GST payable on the supply (GST Amount). The GST Amount is payable at the same time that the first part of the consideration for the supply is to be provided.

14.4 Notwithstanding any other provision, the recipient need not pay the GST Amount until it has received from the supplier a tax invoice or adjustment note (as the case may be).

14.5 If an adjustment event applies, the supplier must adjust the GST Amount to reflect the adjustment event and a payment must be made by the supplier to the recipient, or by the recipient to the supplier, as the case may be.

14.6 If a party is entitled to be reimbursed or indemnified for a cost or expense under this agreement, the amount to be reimbursed must be reduced to the extent that the party (or the representative member for a GST group of which that party is a member) is entitled to an input tax credit for the cost or expense.

14.7 Unless otherwise stated, if an amount payable under this agreement is to be calculated by reference to (i) the consideration to be received for a supply, or (ii) the consideration to be provided for an acquisition, then, for the purposes of that calculation, the consideration is to be reduced to the extent that it includes any amount on account of GST (regardless of whether the amount is separately identified or included as part of the consideration).

14.8 Except where this agreement provides otherwise, all amounts payable under this agreement are exclusive of any other taxes or duties which may apply to the renting of the Goods or the Incidental Items. The Customer must pay an additional amount equal to such other taxes and duties upon their being invoiced to the Customer in the manner required by such invoice.

14.9 This clause 14 will survive the termination of this agreement.

15 MISCELLANEOUS

15.1 Unless this agreement expressly provides otherwise, a party may give or withhold an approval or consent in their absolute discretion and subject to any conditions determined by them.

15.2 The Customer must not assign or transfer any of its rights or obligations under this agreement, or attempt to do so, without the prior written consent of Culligan.

15.3 Culligan may assign or transfer or sub-contract any of its rights or obligations under this agreement, without the prior written consent of the Customer (including Culligan assigning, transferring or otherwise dealing with its interest in any part of the Goods).

15.4 Except as otherwise set out in this agreement, each party must pay its own costs and expenses for preparing, negotiating, executing and completing this agreement and any document related to this agreement.

15.5 This agreement contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed. No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

15.6 This agreement is governed by the law of the State of Victoria. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

15.7 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

15.8 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other

Goods or payment of the cost of having the Goods repaired at the absolute discretion of Culligan.

8.5 If Non-Excluded Guarantees apply, Culligan's liability is limited to the extent permitted by section 64A of schedule 2 of the CCA, to the supplying of the Goods or Incidental Items again or the payment of the cost of having the Goods or Incidental Items supplied again at Culligan's option.

8.6 If Non-Excluded Guarantees do not apply, Culligan's liability for any defective Goods or Incidental Items is limited to the value of any express warranty provided to the Customer by Culligan at Culligan's sole discretion (and otherwise negated absolutely).

8.7 Notwithstanding clauses 8.1 to 8.6 but subject to laws applying Non-Excluded Guarantees, Culligan shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

8.7.1 the Customer failing to comply with clause 6, failing to properly store any Goods or Incidental Items, failing to follow any instructions or guidelines provided by Culligan, or using the Goods or Incidental Items for any purpose other than that for which they were designed;

8.7.2 the Customer continuing to use any Goods or Incidental Items after any defect became apparent or should have become apparent to a reasonably prudent operator or user;

8.7.3 interference with the Goods by the Customer or any third party without Culligan's prior approval; and

8.7.4 fair wear and tear, or any event beyond the reasonable control of either party (including strikes, lock outs or industrial action).

obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

15.9 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or any other right, power or remedy and failure by a party to exercise, or delay by a party in exercising a right, power or remedy does not prevent its exercise. Except where expressly stated to the contrary in this agreement, the rights of a party under this agreement are cumulative and are in addition to any other rights available to that party whether those rights are provided for under this agreement or by law.