



1. This document records the agreement (hereafter referred to as the Agreement) between HHH Distill Pty Ltd (hereafter referred to as **HHH**) and the purchaser of distilling equipment (hereafter referred to as the **Distiller**).

HHH is represented by:

Hilton Izzett

Company Address: 90 Walnut Road, Bickley WA 6076

Email: hilton@hhhdistill.com

Mob #: 0416662188

The Distiller is [**COMPANY NAME**] represented by:

[**NAME**]

Company Address: [**ADDRESS**]

Email: [**EMAIL**]

Mob #: [**MOB NUMBER**]

The Distiller's delivery address is: [**DELIVERY ADDRESS**]

2. The distillation equipment (hereafter referred to as **Equipment**) and prices are as follows:
(As per the quote)
3. The price is made up of a number of pieces of equipment (boiler, column, condenser, etc) and ancillaries (clamps, gaskets, valves, etc) and there are rates multiplied by quantity to arrive at the total price. In the case of an error in multiplication or quantity, the rate shall remain firm and the correct quantity multiplied and the new overall total shall be the price to be paid. In the case that a piece of equipment or an ancillary is left off the list, The Distiller shall have the option to acquire the item from another source or have the item added to the list with its associated rate and quantity and the revised overall total shall be the price to be paid.
4. This Agreement is the entire Agreement and supercedes any prior Agreements, representations, warranties or other such understandings whether given in writing or verbally. No other terms shall form part of this Agreement unless reduced to writing and signed by both parties.
5. The Agreement is based on the assumption that the Distiller is competent in the art and science of distilling and using distillation equipment, whether the Distiller is competent or not. HHH may have provided advice and guidance in the preparation of the equipment configuration and quotation, however, the Distiller has assessed that the equipment it is purchasing is fit for the Distiller's intended purpose and HHH provides no warranty as to the fitness for purpose.
6. Any advice or guidance given in writing or verbally by HHH prior to, during or after the date of the Agreement is not warranted and any actions taken by the Distiller based on advice given by HHH are taken entirely at the Distiller's risk and no claim may be made by the Distiller in contract or in tort.
7. The Agreement is for the supply of equipment only and any requests by the Distiller, its agents, employees, associates or subcontractors for advice on process calculations, business costs, distilling processes and techniques, operational matters, marketing, distribution or any other subject related



to the equipment and distilling will be charged at an hourly rate set at \$130 per hour plus GST in 2022 and shall escalate at 3% compounded per annum thereafter.

8. HHH warrants only that the distillation equipment it makes shall be free from leaks for a period of twelve months from the date of collection of the equipment from HHH's premises, whether that collection is by the Distiller itself or a transport company appointed by the Distiller or HHH. Should any leaks be discovered that are a result of HHH's workmanship, the Distiller shall return the defective equipment to HHH's premises at the Distiller's cost and HHH shall repair the leak and return the equipment to the Distiller at HHH's cost. No other warranties are given or implied.
9. The equipment is not manufactured such that it is ready to distil immediately and oxidation residue from welding and acid marks will be present inside the boilers in particular. It is the responsibility of the Distiller to ensure that the equipment is cleaned internally using any means at the Distiller's discretion.
10. The Distiller understands that equipment made of copper will naturally acquire scratches and small dents on account of the copper being very soft compared to other metals, and due to the equipment being handmade and required to be coerced into shape or to fit at certain joints. These features are a part of the product and accepted by the Distiller.
11. Any dimensions or sizes given for the equipment are approximate and the Distiller shall not rely on them to a greater accuracy than 20mm or 5% whichever is the greater.
12. The Distiller shall not rely on any dates, time frames, durations or estimates of time related to the fabrication of the equipment. The Distiller understands and accepts that HHH is resource constrained and prone to numerous delays to its operations beyond its control. HHH will use reasonable efforts to fabricate the equipment in a reasonable time and the start date of fabrication shall be determined by the date that orders made by others prior to the date of the Agreement are completed.
13. All risk of damage to the equipment is borne by the Distiller from the moment it is lifted off the ground at the premises of HHH, whether that lifting is performed by HHH or the appointed transport company.
14. Payment of 50% of the amount in the Agreement shall be paid immediately and the balance shall be paid prior to the equipment being collected either by the Distiller or the appointed transport company. HHH will notify the Distiller of the likely date that the equipment will be ready for collection and submit an invoice, and, whether the equipment is complete or not at the time of the invoice, the final payment will be made prior to the likely date notified by HHH.
15. If the equipment is not collected within 2 days of the date that the equipment is ready for collection for any of the following reasons:
 - a. the Distiller's appointed transport company fails to collect the equipment;
 - b. the Distiller requests that the equipment be collected at a later date;
 - c. the Distiller fails to make payment as required;

the Distiller shall incur a storage cost of \$25 per day per m² occupied by the equipment and this payment shall cover the cost of the space occupied and the loss of productivity due to the obstruction created by the equipment. The equipment shall not be released until the storage cost is paid.



16. Should the equipment not be collected for 1 month for any of the reasons listed above, the Agreement will be deemed cancelled by the Distiller.
17. Should the Distiller for any reason cancel this Agreement either verbally, in writing or as detailed in paragraph 16 above, the Distiller will forfeit the deposit paid and HHH will be entitled to sell the equipment at any price to any person the proceeds of which will accrue to HHH in their entirety.
18. In the event of a dispute the parties to this agreement will actively work to resolve the dispute for a period of 14 days from the date that either party notifies the other that there is a dispute. Such notification will be in writing either by certified mail or email and will specifically mention this clause and contain the words “notification of dispute” in the heading or body of the notice.
19. After the expiry of the 14 days and whether either parties has actively sought to resolve the dispute or not, either party may refer the dispute to expert determination. Expert determination shall be effected by a single expert who shall be nominated by the Chairperson for the time being of the Chapter of the Institute of Arbitrators & Mediators Australia in Western Australia. The expert determination shall be undertaken in accordance with the Institute’s Expert Determination Rules. The expert determination shall be final and binding.
20. The law governing this Agreement shall be the law of Western Australia.

Signed by the parties:

For HHH Distill Pty Ltd

For the Distiller

Name: Hilton Izzett

Name:

Designation: Managing Director

Designation:

Date:

Date: