

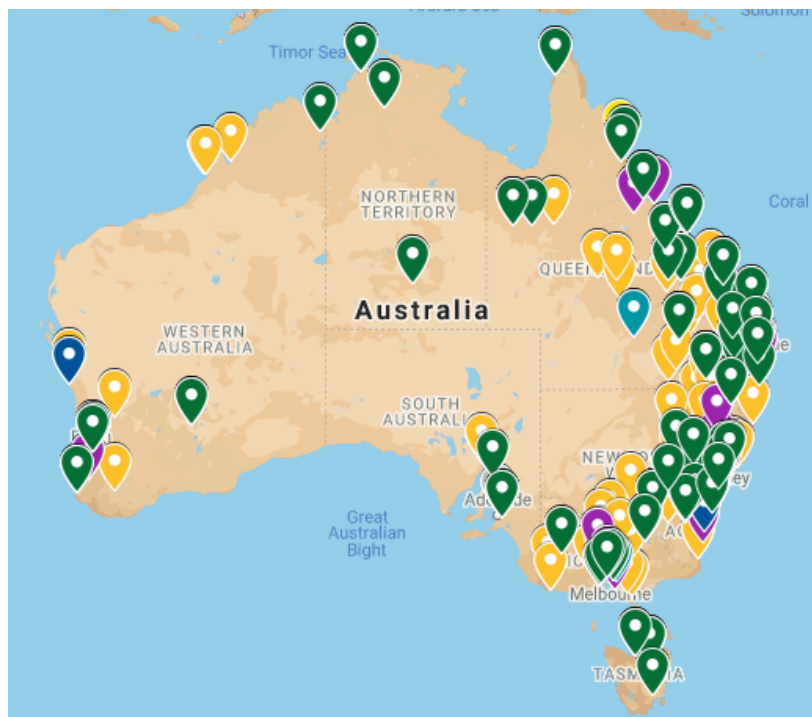
 **PLASSON**[®]
AUSTRALIA

Valves



Store Locator

When customers want to buy Plasson, make sure they can find you.



Register your store today at
plasson.com.au



Global Presence - Local Commitment

Plasson is a global leader in the development and manufacture of innovative solutions for connecting polyethylene and other pipelines.

We started with fittings for agricultural irrigation and have now developed solutions and systems for water, gas, waste and chemical pipelines.

Fluid delivery systems throughout the world owe their excellence to Plasson's innovative research and development.

Plasson fittings have proved to be the most reliable connection systems for polyethylene pipeline systems in Australian conditions for over 40 years.

Plasson delivers state-of-art products to a variety of industries including irrigation, rural, water utilities, plumbing, mining and gas distribution.

Why Choose Plasson?

- ✓ Same reliable design for over 40 years
- ✓ Hand tight assembly for most sizes: No wrenches – No hassles – No leaks
- ✓ Captive O-Ring for ease of installation & cannot be lost during assembly or reuse
- ✓ Largest fitting range
- ✓ Vast range of adaptor and conversion kits
- ✓ Extensive stock
- ✓ Best logistics and stock systems

Sizes

- ✓ Rural to 2"
- ✓ Metric to 160mm
- ✓ Mechanical tapping saddles to 2" and 180mm
- ✓ BSP threaded fitting to 4"
- ✓ Valves to 4"
- ✓ Electrofusion fittings systems and equipment to 1200mm

Stay Connected – Follow us on Social Media





QUESTIONS ABOUT PE? PLASSON HAS THE ANSWERS.

Polyethylene offers the ideal cost-effective and technically superior alternative to other materials, requiring minimal effort to install, reducing the number of connections required and increasing the system lifespan.

With over 40 years of installed history in the harshest of Australian conditions, Plasson fittings are the toughest, most reliable and easiest to install poly pipe fittings available.

With a team of knowledgeable specialists, local expertise and authoritative field support, the answer to any questions on PE is waiting at Plasson.

TABLE OF CONTENTS

VALVES	63
3703 - VALVE WITHOUT DRAIN PORT	64
3703 - VALVE WITHOUT DRAIN PORT C/W LOCKING HANDLE	64
3703 - VALVE WITH DRAIN PORT	64
3703 - LILAC HANDLE TO SUIT BALL VALVE	64
1115 - DOUBLE UNION: FEMALE THREADED (BISTOP)	65
1114 - DOUBLE UNION: FEMALE THREADED (BISTOP)	65
1135 - SINGLE UNION: FEMALE THREADED	65
1137 - SINGLE UNION: FEMALE X METRIC POLY	65
1137 - SINGLE UNION: FEMALE X RURAL POLY	65
1136 - VALVE SINGLE UNION PVC MALE X FEMALE THREADED	65
NEW PRODUCT: FIXED RATIO PRESSURE REDUCING VALVE	66
POLYPROPYLENE / POLYETHYLENE VALVES	69
CAT NUMBER	
1868 - MECHANICAL TAPPING VALVE FOR METRIC POLYETHYLENE	69
3039 - QUICK COUPLING VALVE	69
3139 - KEY FOR QUICK COUPLING VALVE	69
3046 - ANGLE SEAT VALVE - NBR COMPRESSION INLET & OUTLET	70
3047 - ANGLE SEAT VALVE - NBR O-RING, THREADED INLET & OUTLET BSP MALE	70
3048 - ANGLE SEAT VALVE - NBR THREADED INLET BSP MALE/COMPRESSION OUTLET	70
3049 - ANGLE SEAT VALVE - FPM THREADED INLET & OUTLET	70
3067 - CHECK VALVE - EDPM THREADED INLET & OUTLET	70
3402 - COMPRESSION STOPCOCK FOR RURAL PIPES	71
3405 - ONE WAY VALVE - THREADED FEMALE INLET AND OUTLET	71
3406 - COMPRESSION STOPCOCK FOR METRIC PIPES	71
3408 - POLY TO COPPER STOPCOCK	71
3226 - CHECK VALVE INSERT	71
3801 - FIXED RATIO PRESSURE REDUCING VALVE	71
4362 - PE 100 BALL VALVE	72
3008 - SS ROD FOR BALL VALVE	72
3008 - GALVANIZED ROD BALL VALVE	72

Ball Valve for Water Applications

Extended range & optional longer handles on 1½" and 2"



Key Features

- ✓ Chemical resistant O-Ring
- ✓ Double seal on spindle to prevent leakage
- ✓ Full Bore
- ✓ Removable handle
- ✓ AS5830 compliant
- ✓ PN16
- ✓ BSP threaded
- ✓ Optional drain port
- ✓ Suitable for potable water
- ✓ Optional 1.1/2" and 2" sizes supplied with longer handle to improve ease of operation under pressure
- ✓ Locking mechanism available

Materials of Construction

- ✓ Body and Spindle – PA-GR
- ✓ Ball – PP-GR
- ✓ Ball-Seat – LLDPE
- ✓ Handle – PP-GR
- ✓ O-Rings – EPDM (chemical resistant)

3703 - VALVE WITHOUT DRAIN PORT



SIZE	BAG QTY	PN WATER	CODE
1/2"	1	16	3703018
3/4"	1	16	3703006
1"	1	16	3703007
1.1/4"	1	16	3703008
1.1/2" Short handle	1	16	3703022
2" Short handle	1	16	3703023
1.1/2" - Long handle	1	16	3703009
2" - Long handle	1	16	3703010
2" - Lockable long handle + 63MM Compression ends	1	16	3703030

3703 - VALVE WITHOUT DRAIN PORT C/W LOCKING HANDLE



SIZE	BAG QTY	PN WATER	CODE
2"	1	16	3703013

3703 - VALVE WITH DRAIN PORT



SIZE	BAG QTY	PN WATER	CODE
1/2"	1	16	3703021
3/4"	1	16	3703001
1"	1	16	3703002
1.1/4"	1	16	3703003
1.1/2"	1	16	3703004
2"	1	16	3703005

3703 - LILAC HANDLE TO SUIT BALL VALVE



SIZE	BAG QTY	CODE
Suit 1" + 1.1/4" Ball Valve*	1	3703019
Suit 1.1/2" Ball Valve*	1	3703020
Suit 2" Ball Valve	1	3703016

*Available on request

VALVES
1115 - DOUBLE UNION: FEMALE THREADED (BISTOP)


SIZE	BAG QTY	PN WATER	CODE
1/2" x 1/2"	1	16	1115001
3/4" x 3/4"	1	16	1115002
1" x 1"	1	16	1115003
1.1/4" x 1.1/4"	1	16	1115004
1.1/2" x 1.1/2"	1	16	1115005
2" x 2"	1	16	1115006

1114 - DOUBLE UNION: FEMALE THREADED (BISTOP)


SIZE	BAG QTY	PN WATER	CODE
2.1/2" x 2.1/2"	1	10	1114001
3" x 3"	1	10	1114002
4" x 4"	1	10	1114003

1135 - SINGLE UNION: FEMALE THREADED


SIZE	BAG QTY	PN WATER	CODE
1/2" x 1/2"	1	16	1135001
3/4" x 3/4"	1	16	1135002
1" x 1"	1	16	1135003
1.1/4" x 1.1/4"	1	16	1135004
1.1/2" x 1.1/2"	1	16	1135005
2" x 2"	1	16	1135006

1137 - SINGLE UNION: FEMALE X METRIC POLY


SIZE	BAG QTY	PN WATER	CODE
1/2" x 20	1	16	1137001
3/4" x 25	1	16	1137002
1" x 32	1	16	1137003
1.1/4" x 40	1	16	1137004
1.1/2" x 50	1	16	1137005
2" x 63	1	16	1137006

1137 - SINGLE UNION: FEMALE X RURAL


SIZE	BAG QTY	PN WATER	CODE
1/2" x 20 (3/4")	1	16	1137007
3/4" x 25 (1")	1	16	1137008
1" x 32 (1.1/4")	1	16	1137009
1.1/4" x 40 (1.1/2")	1	16	1137010
1.1/2" x 50 (2")	1	16	1137011

1136 - VALVE SINGLE UNION PVC MALE X FEMALE THREADED


SIZE	BAG QTY	PN WATER	CODE
1/2"	1	16	1136001
3/4"	1	16	1136002
1"	1	16	1136003
1.1/4"	1	16	1136004
1.1/2"	1	16	1136005
2"	1	16	1136006

NEW PRODUCT

Fixed Ratio Pressure Reducing Valve



Designed to reduce static head pressure, especially in underground mining water supply systems.

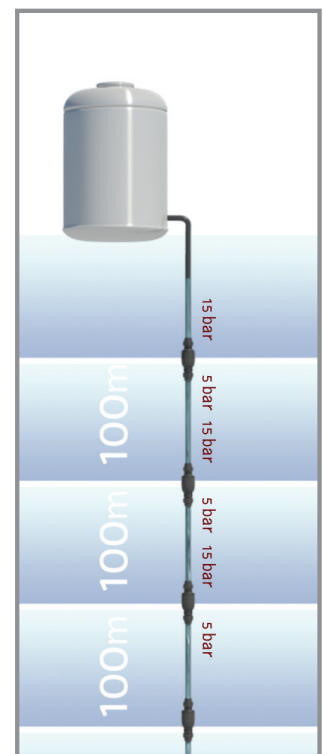
Technical Specifications:

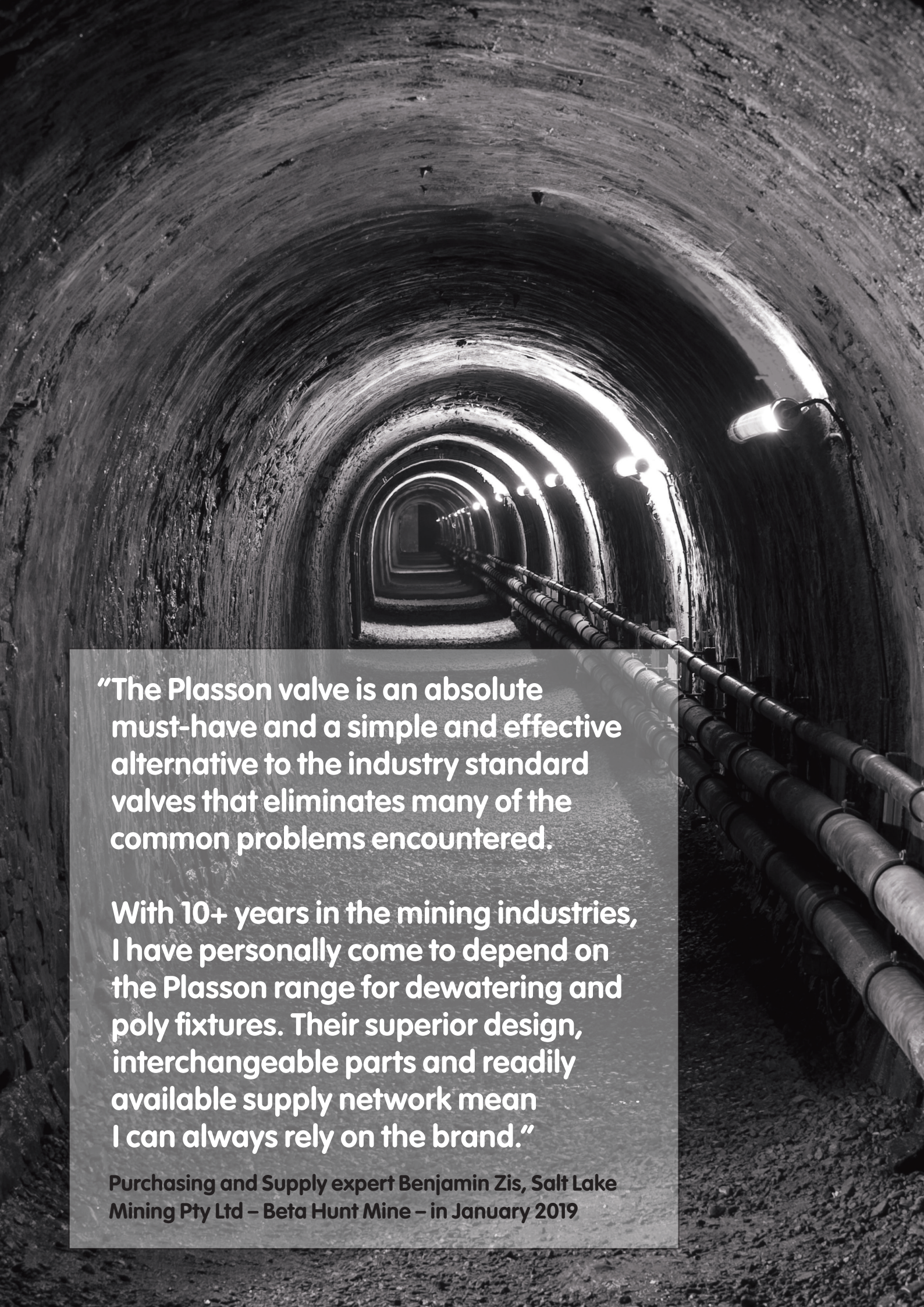
- ✓ Pressure rating: 16 bar
- ✓ Working pressure range: 2-16 bar
- ✓ Flow range - 63mm: 0-14m³/hour with capacity of 30m³/hour; 110mm: nominal 55m³/hour, maximum 80m³/hour
- ✓ Body: Polypropylene PPB
- ✓ Seals: NBR
- ✓ Diaphragm: Reinforced Neoprene
- ✓ Available in pressure reduction ratios - 2:1 or 3:1
- ✓ Connections: Plasson metric mine safe fittings 63 OD & 110 OD
- ✓ Optional: Threaded male BSP (63 OD) and shouldered (110 OD on request)

Features:

- ✓ Lightweight (approx. 15kg) for fast and easy installation
- ✓ Stable pressure control over the full flow and pressure range
- ✓ Corrosion resistant plastic body and internal parts
- ✓ Long service life even in abrasive fluids (sand, stones) due to an innovative hydraulic design and sealed moving components
- ✓ Assembled directly to PE pipe with integral Plasson compression fittings
- ✓ Can be installed either vertically or horizontally
- ✓ Maintenance free
- ✓ Unbox & install

CODE	DESCRIPTION
3801001	FIXED RATIO PRESSURE REDUCING VALVE METRIC 63 OD 2:1
3801002	FIXED RATIO PRESSURE REDUCING VALVE METRIC 63 OD 3:1
3801003	FIXED RATIO PRESSURE REDUCING VALVE METRIC 110 OD 2:1
3801004	FIXED RATIO PRESSURE REDUCING VALVE METRIC 110 OD 3:1





“The Plasson valve is an absolute must-have and a simple and effective alternative to the industry standard valves that eliminates many of the common problems encountered.

With 10+ years in the mining industries, I have personally come to depend on the Plasson range for dewatering and poly fixtures. Their superior design, interchangeable parts and readily available supply network mean I can always rely on the brand.”

Purchasing and Supply expert Benjamin Zis, Salt Lake Mining Pty Ltd – Beta Hunt Mine – in January 2019

Component Parts for 3039 Quick Coupling Valve

	DESCRIPTION	SIZE	CODE
	Cap Yellow	3/4", 1"	3039008
	Cap Lilac	3/4", 1"	3038003
	Cap Pin	3/4", 1"	3039007
	Valve Body Upper	3/4", 1"	3039009
	Insert	3/4", 1"	3039005
	Cuff	3/4", 1"	3039006
	Upper Body Seal	3/4", 1"	3039011
	Plunger Spring		3039004
	Nut	3/4", 1"	3039010
	Plunger	3/4", 1"	3039003
	Valve Washer	3/4", 1"	3039012
	Valve Body Lower	1" 3/4"	3039013 3039014

Component Parts for 3139 Riser

	DESCRIPTION	CODE
	Riser Body	3139001
	Riser Clip	3139002
	Riser Pin	3139003

POLYPROPYLENE VALVES

1868 - MECHANICAL TAPPING VALVE FOR METRIC POLYETHYLENE



SIZE	BAG QTY	PN WATER	CODE
63 x 32	1	16	1868001
63 x 63	1	16	1868002
75 x 32	1	16	1868003
75 x 63	1	16	1868004
90 x 32	1	16	1868005
90 x 63	1	16	1868006
110 x 32	1	16	1868007
110 x 63	1	16	1868008
125 x 32	1	16	1868009
125 x 63	1	16	1868010
140 x 32	1	16	1868011
140 x 63	1	16	1868012
160 x 32	1	16	1868013
160 x 63	1	16	1868014
180 x 32	1	16	1868015
180 x 63	1	16	1868016

Nuts and bolts are stainless steel 316.

3039 - QUICK COUPLING VALVE



SIZE	BAG QTY	PN WATER	CODE
3/4" - Yellow	5	10	3039001
3/4" - Lilac	5	10	3038001
1" - Yellow	5	10	3039002
1" - Lilac	5	10	3038002
Plunger for 3/4" , 1" QCV	1	10	3039003
Plunger Spring for 3/4" , 1" QCV	1	10	3039004
Insert for 3/4", 1"	1	10	3039005
Rubber Cuff for 3/4", 1" QCV	1	10	3039006
Cap Pin for 3/4", 1"	1	10	3039007
Yellow Cap for 3/4", 1"	1	10	3039008
Lilac Cap for 3/4", 1"	1	10	3038003
Valve Body (Upper) for 3/4", 1"	1	10	3039009
Nut for 3/4", 1"	1	10	3039010
Upper Body Seal for 3/4", 1"	1	10	3039011
Valve Washer for 3/4", 1"	1	10	3039012
Valve Body (Lower) 1"	1	10	3039013
Valve Body (Lower) 3/4"	1	10	3039014

3139 - KEY FOR QUICK COUPLING VALVE



	BAG QTY	PN WATER	CODE
Riser	5	10	3139001
Riser Clip	1	10	3139002
Riser Pin	1	10	3139003

POLYPROPYLENE VALVES

3046 - ANGLE SEAT VALVE - NBR COMPRESSION INLET & OUTLET



SIZE	BAG QTY	PN WATER	CODE
32	5	8	3046001

3047 - ANGLE SEAT VALVE - NBR O-RING, THREADED INLET & OUTLET BSP MALE



SIZE	BAG QTY	PN WATER	CODE
1/2"	5	8	3047001
3/4"	5	8	3047002
1"	1	8	3047003
1.1/4"	1	8	3047004
1.1/2"	1	8	3047005
2"	1	8	3047006

3048 - ANGLE SEAT VALVE - NBR THREADED INLET BSP MALE/COMPRESSION OUTLET



SIZE	BAG QTY	PN WATER	CODE
20 x 1/2"	1	8	3048001
25 x 3/4"	1	8	3048002
32 x 1"	1	8	3048003
40 x 1.1/4"	1	8	3048004
50 x 1.1/2"	1	8	3048005
63 x 2"	1	8	3048006

Potable water and agriculture. Compression end converts to Rural (AS2698.2).

3049 - ANGLE SEAT VALVE - FPM THREADED INLET & OUTLET



SIZE	BAG QTY	PN WATER	CODE
1/2"	1	8	3049001
3/4"	1	8	3049002
1"	1	8	3049003
1.1/4"	1	8	3049004
1.1/2"	1	8	3049005
2"	1	8	3049006

Aggressive chemical applications.

3067 - CHECK VALVE - EDPM THREADED INLET & OUTLET



SIZE	BAG QTY	PN WATER	CODE
3/4"	1	8	3067001
1"	1	8	3067002
1.1/4"	1	8	3067003
1.1/2"	1	8	3067004
2"	1	8	3067005

Potable water and agriculture chemicals.

POLYPROPYLENE VALVES

3402 - COMPRESSION STOPCOCK FOR RURAL PIPES



SIZE	BAG QTY	PN WATER	CODE
20 (3/4")	5	16	3402001
25 (1")	5	16	3402002
32 (1.1/4")	5	16	3402003

3405 - ONE WAY VALVE - THREADED FEMALE INLET AND OUTLET



SIZE	BAG QTY	PN WATER	CODE
3/4"	5	10	3405001
1"	5	10	3405002

3406 - COMPRESSION STOPCOCK FOR METRIC PIPES



SIZE	BAG QTY	PN WATER	CODE
20	5	16	3406001
25	5	16	3406002
32	5	16	3406003

Above & Below Ground WIS 4-23-04. Compression end converts to Rural (AS 2698.2). See page 49
Compression end converts to Copper with Poly to Copper Kit 7439. See page 46

3408 - POLY TO COPPER STOPCOCK



PE X CU	BAG QTY	PN WATER	CODE
20 x 15	1	12.5	3408001
25 x 20	1	12.5	3408002

3226 - CHECK VALVE INSERT



SIZE	BAG QTY	PN WATER	CODE
25	1	16	3226001

Fits 25mm metric fitting and 25mm SDR11 PE pipe.

3801 - FIXED RATIO PRESSURE REDUCING VALVE



SIZE	BAG QTY	PN WATER	CODE
63 2:1	1	16	3801001
63 3:1	1	16	3801002
110 2:1	1	16	3801003
110 3:1	1	16	3801004

POLYETHYLENE BALL VALVES

4362 - PE 100 BALL VALVE



SIZE	BAG QTY	SDR	PN WATER	CODE
25	1	11	16	4362001
32	1	11	16	4362002
40	1	11	16	4362003
50	1	11	16	4362004
63	1	11	16	4362005
75	1	11	16	4362006
90	1	11	16	4362007
110	1	11	16	4362008
125	1	11	16	4362009
160	1	11	16	4362010
180	1	11	16	4362011
225	1	11	16	4362012

All spigots suitable for electrofusion & butt welding.
 Sizes to 63 also suitable for use with Plasson compression fittings.
 Suitable pipe SDR 7-11.

3008 - SS ROD FOR BALL VALVE



VALVE SIZE	LENGTH (M)	BAG QTY	PN WATER	CODE
25-40	0.6-0.9	1	-	3008001
50-160	0.6-0.9	1	-	3008002
25-40	0.9-1.4	1	-	3008003
50-160	0.9-1.4	1	-	3008004
25-40	1.3-2.1	1	-	3008005
50-160	1.3-2.1	1	-	3008006

3008 - GALVANIZED ROD BALL VALVE



VALVE SIZE	LENGTH (M)	BAG QTY	PN WATER	CODE
25-40	0.6-0.9	1	-	3008007
50-160	0.6-0.9	1	-	3008008
25-40	0.9-1.4	1	-	3008009
50-160	0.9-1.4	1	-	3008010
25-40	1.3-2.1	1	-	3008011
50-160	1.3-2.1	1	-	3008012
160-225	1.3-2.1	1	-	3008013

Terms and Conditions

1. DEFINITIONS

"Agreement" means the agreement for supply of Goods between PLASSON and the Customer of which these "Conditions of Sale" form part.

"Charges" includes all monies payable by the Customer to PLASSON in relation to the supply of goods.

"Confirmation of Order" means a written document which sets out a description of the Goods, the Charges and other necessary terms and which may include details of the Customer's offer to purchase the Goods.

"Customer" means the entity which orders Goods from PLASSON or to which Goods are delivered by PLASSON and includes the Customer's agents and permitted assigns.

"Ex Works" has the same meaning as is ascribed to that term in Incoterms 1990.

"Goods" includes parts and supplies which may subsequently be supplied under any warranty given in relation the Goods.

"GST" means goods and services tax imposed in Australia by the GST law.

"PLASSON" means Plasson Australia Pty Ltd ACN 053 788 891, its agents and assigns.

"Permitted Security Interest" means any security interest which PLASSON consents to or otherwise agrees in writing with the Customer will be a Permitted Security Interest for the purposes of these terms and conditions. "Persons" includes corporations, partnerships and unincorporated associations.

Words importing the singular number shall include the plural and vice versa.

"PPSA" means the Personal Property Securities Act 2009 (Cth) as amended. "PPSR" means the Personal Property Security Register. "Purchase Money Security Interest" that has the meaning prescribed to it in the PPSA. "Security Interest" includes any security interest under the PPS Act.

2. CONDITIONS

2.1. These Conditions of Sale apply to all agreements for the supply of Goods by PLASSON and are varied or excluded only where such variation or exclusion is in writing and signed by a director of PLASSON and either is expressed to be a variation of these Conditions or is so inconsistent with them as to allow no other interpretation than that there has been an intentional variation of them.

2.2. Where a Customer has agreed to purchase goods from PLASSON upon the basis of these Conditions of Sale, these Conditions of Sale shall be incorporated into every subsequent agreement for purchase of Goods by that Customer from PLASSON unless specifically varied or excluded in the manner prescribed by clause 2.1.

3. QUOTATIONS AND ENTRY INTO AGREEMENT

3.1. No brochure, catalogue, price list, quotation or other communication published or forwarded by PLASSON to the Customer, whether in writing or not, shall constitute anything other than an invitation by PLASSON to the Customer to do business and shall not represent that the Goods or Charges referred to in them shall be available to the Customer. Any purchase order placed by the Customer with PLASSON constitutes only an offer to purchase Goods. Notwithstanding any prior communication between PLASSON and the Customer, there shall be no obligation by PLASSON to accept an offer to purchase Goods made by a Customer. The Customer's offer is only accepted by PLASSON issuing a Confirmation of Order to the Customer.

3.2. In the event of any inconsistency between the Customer's purchase order or other request and PLASSON's Confirmation of Order (which includes these Conditions), the terms of the Confirmation of Order shall prevail.

3.3. Unless otherwise stated in the Confirmation of Order prices quoted are exclusive of GST and the Customer is required to pay any GST payable by PLASSON in respect to the supply of Goods at the same time as the price is required to be paid by the Customer to PLASSON.

4. FUNCTIONALITY AND PERFORMANCE

4.1. All information, specifications or other data provided by PLASSON in relation to the Goods represent approximations only and small deviations or slight variations from them which do not substantially diminish the functionality or performance of the Goods will not entitle the Customer to either reject the Goods or make any claim in respect of them.

4.2. Information provided by PLASSON in relation to the performance of Goods represents only a guide as to the performance of the Goods under optimum operating conditions.

4.3. Without limiting the operation of Clause 4.2, PLASSON may at its sole discretion provide the Customer with training manuals and other materials in relation to the Goods. PLASSON gives no representation or warranty as to the accuracy of such materials or the use of them by the Customer.

5. CHARGES

5.1. The Customer shall pay to PLASSON all Charges within thirty (30) days from the date of the Invoice without reduction or deferment on account of any claim, counterclaim or setoff.

5.2. The Customer acknowledges that the cost of transportation and freight for the Goods is not included in the Charges and the Customer shall pay a reasonable additional fee for such costs. All other charges such as duty, insurance and taxes and other related expenses shall unless otherwise agreed in writing) be paid by the Customer.

5.3. Should the Customer fail to pay any amount when due to PLASSON, the Customer shall be liable to pay to PLASSON without demand interest thereon at the rate of 1% above the rate charged on commercial overdraft accounts in excess of \$100,000.00 applicable from time to time and charged by PLASSON's bankers as nominated by Plasson at the relevant time. Interest payable hereunder shall be compounded monthly and calculated from the due date for payment to the date upon which payment is actually made.

5.4. Notwithstanding anything else appearing in the Agreement, all Charges shall immediately become due if the Customer shall fail to make any payment when due or shall become subject to the bankruptcy laws or enter into any composition with its creditors or enter into any liquidation or suffer a receiver or receiver and manager to be appointed for all or part of its assets.

5.5. Where payment of the Charges or part of the Charges is due prior to delivery of the Goods and where the Customer fails to make such payment, PLASSON may withhold delivery and give the customer a notice requiring payment to be made within seven days. Should the Customer fail to make the payment which is due within the time required by the notice, PLASSON may terminate the Agreement.

6. PROPERTY OF GOODS PURCHASED

6.1. No legal or equitable title to the Goods shall pass to the Customer until payment in full has been made by the Customer not only of all Charges for all Goods the subject of the Agreement (unless waived in writing by PLASSON) but also until payment has been made of all Charges for all goods previously supplied by PLASSON to the Customer.

6.2. Subject to Clause 6.5, until the legal and equitable title to the Goods passes to the Customer, the Customer shall

(a) Hold the Goods as bailee of PLASSON returnable at will and without prior demand by PLASSON;

(b) Store the Goods in such a manner as enables them to be readily identified and distinguished from all other goods held by the Customer and, where such other goods include goods previously supplied by PLASSON to the Customer and in respect of which title has passed to the Customer, then the Customer shall attach to the Goods in respect of which title has not passed a notice indication that the Goods are held as bailee for PLASSON.

(c) Upon demand by PLASSON immediately deliver up the goods to PLASSON; and

(d) Authorise and the Customer does here by authorise PLASSON to enter upon the premises upon which the Goods are stored for the purpose of taking possession of them.

7. SERVICE

Some Goods may require recalibration annually or at other periods nominated by PLASSON. The Customer may at its own cost transport and deliver the Goods to and from PLASSON's nominated premises from time to time. On receipt of the Goods, PLASSON agrees to recalibrate the Goods (if necessary) provided that the Customer pays PLASSON its then current service charges in respect of such recalibration.

8. INTELLECTUAL PROPERTY LICENCE

PLASSON hereby grants to the Customer a nonexclusive licence to use any software or firmware used in connection with the Goods and supplied by PLASSON. The licence shall be subject to any terms and conditions imposed by PLASSON or the owner of copyright in the software or firmware.

9. FINANCIER

9.1. If Plasson sells the Goods to a third party financier (the "Financier") at the request of the Customer, then PLASSON agrees to grant the licence referred to in Clause 10 to the Customer.

9.2. The Customer represents and warrants to PLASSON that if PLASSON sells the Goods to a Financier at the request of the Customer, the Customer shall continue to be bound by all of the terms of the Agreement in relation to the use of the Goods as if the Customer continued to be the legal and equitable owner of the Goods.

10. DELIVERY AND RISK

10.1. The Goods are sold on an Ex Works basis: delivery of the Goods will occur when the Goods are placed at the disposal of the Customer at PLASSON's premises and risk of loss or damage to the Goods then passes to the Customer. In these circumstances, PLASSON may agree to arrange carriage of the Goods for the Customer, but will do so as the agent for the Customer and delivery will occur and risk will pass when the Goods are placed at the disposal of the carrier. The Customer shall pay to PLASSON its Charges for carriage incurred upon the Customer's behalf.

10.2. Delivery dates represent only an estimation of the date of delivery of the Goods and are not binding on PLASSON. Nothing in the Confirmation of Order shall be construed as making time of the essence in the Agreement unless it is expressly stated to be so.

10.3. PLASSON reserves the right to deliver the Goods by installments and to invoice the Customer for each installment of Goods delivered where, in the opinion of PLASSON, it is reasonable to do so.

10.4. Failure by the Customer to pay for any installments, or any other amounts when due, shall entitle PLASSON to withhold or delay delivery of any remaining Goods.

10.5. If PLASSON determines that it is or may be unable to deliver the Goods within a reasonable time or at all, PLASSON may at its sole discretion terminate the Agreement. In the event of termination the Customer shall have no claim against PLASSON for any damage, loss or expense whatsoever.

10.6. If PLASSON is unable to effect delivery, PLASSON may store the Goods and charge the Customer for all costs and expenses associated with such storage and delayed delivery.

10.7. Subject to any express warranty provided in writing by PLASSON to the Customer, failure by the Customer to notify PLASSON within seven days of delivery that the Goods are not in accordance with their description in the Confirmation of Order shall constitute an unqualified acceptance of the Goods and a waiver by the Customer of all claims with respect to the Goods.

10.8. In arranging carriage, storage, insurance and forwarding of the Goods PLASSON shall at all times be acting as the Customer's agent and all Charges in relation to same shall be reimbursed by the Customer. This clause shall also apply to any partial delivery of the Goods.

10.9. Any Goods returned to Plasson by the Customer other than Goods incorrectly supplied, or Goods with major defects will only be accepted by Plasson on condition that:

(i) a re-stocking fee of 25% of the Charges applicable to the Goods plus GST and return freight charges are paid by the Customer to Plasson; and (ii) delivery by the Customer of a Return Authority from Plasson; and (iii) the Goods are of merchantable quality.

11. IMPLIED TERMS AND LIMITATION OF LIABILITY

11.1. Where conditions, warranties or other rights for the benefit of the Customer are implied or given in respect of the Agreement by Competition and Consumer Act, 2010 and / or the Sales of Goods Act 1896 (as amended) or other laws and it is not lawful or possible to exclude the same, then such conditions, warranties or other rights shall (but only to the extent required by law) apply to the Agreement, Save as aforesaid all such implied conditions, warranties and rights are hereby excluded.

11.2. To the extent permitted by law, liability of PLASSON for breach of this contract by PLASSON or negligence of PLASSON or for breach of any conditions or warranty implied by the Competition and Consumer Act, 2010 and / or the Sales of Goods Act 1896 (as amended) shall be limited to one of the following at PLASSON's option:

(a) the replacement of the Goods or the supply of equivalent Goods; or

(b) the repair of the Goods; or

(c) the payment of the costs of replacing the Goods or of acquiring equivalent Goods;

(d) the payment of the cost of having the Goods repaired; and in the case of services supplied, to one of the following (as PLASSON may determine): (1) the supplying of the services again, or (2) the payment of the costs of having the services supplied again.

11.3. Save as expressly provided in any written warranty provided in writing by PLASSON to the Customer and in Clauses 11.1 and 11.2 and notwithstanding any implication arising from any other clauses in the Agreement, PLASSON shall not be liable to the Customer or any person claiming under it in contract or in tort for, or in respect of, any direct, indirect or consequential loss, damage, expense or injury suffered by the Customer or any other person whatsoever, arising out of, in connection with or relating to the performance,

non-performance or any breach of the Agreement (including, by way of illustration and not in limitation, liability due to the negligence or wilful default of PLASSON) or any matter relating to the Agreement or any error (whether negligent or not) in information supplied to the Customer before or after the date of the Agreement in connection with its subject matter. "Consequential loss" shall include but not be limited to loss of profit, use or good will (or similar financial loss), payment made or due to any other person and any loss or damage caused by delay in the performance of any obligation, together with any expenses incurred by the Customer in connection therewith, arising therefrom or incurred in mitigation or attempted mitigation of such loss or damage.

11.4. Clause 11.3 shall apply to all express warranties provided in writing by PLASSON except to the extent that those warranties specifically provide otherwise.

11.5. Where any law implies into the Agreement a condition that the Goods are of merchantable quality, and the Goods are purchased by the Customer for particular purpose, the Goods will not be considered by the Customer as being fit for any other purpose, whether or not that other purpose is one for which goods of that kind are commonly bought.

12. DEPOSIT

12.1. Where PLASSON agrees to supply Goods upon the condition that a deposit of part or all of the charges is paid prior to delivery ("the Deposit"), in the event that the Customer terminates the Agreement or fails to take delivery of the Goods or is otherwise in breach of its obligations to PLASSON so that PLASSON is entitled to terminate the Agreement, the Customer shall forfeit ten per cent of the Deposit to PLASSON for PLASSON's benefit and PLASSON shall refund the balance to the Customer.

12.2. The forfeiture of the Deposit shall not be deemed any limitation, in damages or otherwise including damages for loss of profits, of the liability of the Customer to PLASSON.

13. TERMINATION

In addition to the rights of termination provided in the above conditions, PLASSON may terminate the Agreement upon the occurrence of any of the following events.

- (a) Failure by the Customer to perform any obligation of this Agreement where such failure is not rectified within 30 days of notice from PLASSON requesting rectification.
- (b) The Customer becomes bankrupt or an order is made or a resolution is passed for the winding up of the Customer or a ground arises on which a court may order its winding up or upon which a meeting may rely for the purposes of placing the Customer under official management or an inspector is appointed to investigate its affairs or it proposes to or enters into any arrangement, scheme, reconstruction or composition with creditors.
- (c) A receiver of receiver and manager of the Customer's assets, income or business or any part thereof is appointed or a mortgagee goes into possession thereof and such appointment is not terminated or such possession does not cease within fourteen days.
- (d) The Customer shall fail to pay its debts as they shall fall due or cease or threaten to cease to carry on business or sell, assign, transfer the whole or any part of its undertaking or assets otherwise than in the ordinary course of business.
- (e) The Customer purports to assign its rights under the Agreement.
- (f) Any event occurs outside the reasonable control of PLASSON which in PLASSON's estimate makes it impracticable or impossible for it to fulfil its obligation under the Agreement.

14. FORCE MAJEURE

14.1. PLASSON will not be liable for any loss or damage suffered by the Customer due to any delay or any breach or default under the Agreement in circumstances where such delay, breach or default results from causes beyond PLASSON's reasonable control including but not limited to any breach or default under the Agreement by the Customer, compliance with any laws, regulations, orders, acts, instructions or priority requests of governments, acts of God, fires, floods, weather, strikes, lockouts, factory shutdown or alterations, embargoes, wars, riots, delay or shortage in transportation or inability to obtain labour, manufacturing facilities, electricity, oil or other materials from PLASSON's or the Manufacturer's usual sources.

14.2. Any delay resulting from such cause shall immediately extend the delivery date by the period of delay in which event the Customer shall take, if necessary, steps to secure payment for the Goods.

15. MISCELLANEOUS

15.1 Any indulgence, latitude or extension of time which PLASSON may show towards the Customer in relation to any of the provisions of the Agreement or any matter or thing relating thereto or arising therefrom shall not in any way prejudice or interfere with PLASSON's rights under the Agreement and shall not be claimed to constitute a waiver thereof.

15.2 The Customer acknowledges that no oral terms or representations form part of the Agreement unless they have been reduced to writing and signed by PLASSON prior to entering into the Agreement.

15.3 Any notice to be given to a party shall be in writing and shall be sent by post, email or facsimile to the address of that party as shown in the Confirmation of Order or as subsequently notified by that party to the party giving the notice and shall be deemed to have been given at the time it would have been received in the normal course of post if forwarded by post and if otherwise given at the time it was actually received.

15.4 The Agreement shall be governed by the laws of New South Wales and the parties agree to submit to the jurisdiction of the Courts for that State.

15.5 In the event of PLASSON seeking to recover any amount due from the Customer or to enforce any of its other rights under the Agreement, the Customer undertakes to pay to PLASSON any costs incurred by PLASSON in so doing, including any legal costs incurred on the solicitor and own client basis.

16. SECURITY INTEREST

(a) The Customer hereby acknowledges that these terms and conditions of sale constitute a security agreement which creates a Security Interest in favour of PLASSON and in all Goods supplied by PLASSON to the Customer and all after acquired Goods supplied to the Customer by PLASSON (or for the Customer's account) to secure the payment from time to time for Goods, including future advances. The Customer agrees to grant to PLASSON a Purchase Money Security Interest. (b) The Customer gives PLASSON a Security Interest in all of its present and after acquired property in which Goods supplied or financed by PLASSON have been attached or incorporated, including any Commingled Goods and in any proceeds of sale of Goods.

17. GENERAL COVENANTS

(a) Until such time as payment in full has been received by PLASSON from the Customer in respect to an Order, the Customer covenants to PLASSON not to create, cause or permit to exist any other Security Interest over any Goods the subject of the applicable Order, other than a Permitted Security Interest and covenants that it shall comply with the terms of each Permitted Security Interest binding on it in respect of the relevant Goods from time to time and shall ensure that: (i) there is no increase in the amount secured under a Permitted Security Interest (excluding any part of a Permitted Security Interest which is a purchase money security interest); and (ii) there is no variation to a Permitted Security Interest that increases the collateral the subject of the Permitted Security Interest, other than in the case of a purchase money security interest, without obtaining the prior written consent of PLASSON. (b) The Customer covenants to PLASSON that it shall sign anything and do anything PLASSON requires to further or more effectively secure PLASSON's rights over the applicable Goods or under these terms and conditions. This includes anything PLASSON requires in order for it to: (i) register and maintain (including renew before expiry) one or more financing statements in relation to any Security Interest in the relevant Goods created by these terms and conditions and/or any Order; (ii) remove any financing statement which is registered against the Customer or in relation to a Security Interest which is not a Permitted Security Interest; and (iii) obtain possession or control of any Goods for the purposes of perfecting any Security Interest in that property by possession or control for the purposes of the PPSA. (c) The Customer waives its rights to receive a verification statement in respect of any financing statement or financing change statement registered by or on behalf of PLASSON under the PPSA to the extent permitted by the PPSA and agrees to that as between PLASSON and the Customer, to the extent permitted by the PPSA, the Customer will have no rights under (or by reference to) sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA.

We support our Distributors:

- ✓ Service excellence through local expertise and comprehensive field support
- ✓ Fast, accurate and efficient dispatch of products
- ✓ Merchandising assistance – smart way to display stock and promote your range of Plasson fittings
- ✓ Reliable products – over forty years of proven performance in harsh Australian conditions
- ✓ Attractive commercial arrangements
- ✓ Opportunities in new markets such as plumbing, municipal water and larger PE pipe diameter projects
- ✓ Inclusion on our online Plasson stockist store locator to promote your Plasson range

Exclusive distribution partner for

SIMONA



 **PLASSON**®
AUSTRALIA
GLOBAL PRESENCE • LOCAL COMMITMENT

© Plasson is the registered trademark of Plasson Ltd. © Plasson Australia Pty Ltd 2020.

This material is the property of Plasson Australia Pty Ltd and may not be reproduced or used without the express permission of Plasson Australia Pty Ltd. Advisory information concerning usage of the Company's products is published to assist users to obtain best performance and represents the best information available at time of publication.

No warranty is expressed or implied, nor will any liability be accepted by the Company for any consequences resulting directly or indirectly from the use of such information. Product data and advisory information are subject to change at any time without notice.



Sales

Phone: 1300 752 776

Fax: 1300 248 027

Email: sales@plasson.com.au

www.plasson.com.au

Sydney (Head Office)

PO Box 6163, Alexandria NSW 2015

Brisbane (Office & Warehouse)

49 Distribution Street, Larapinta QLD 4110

Melbourne (Warehouse)

25 Business Park Drive, Ravenhall VIC 3023

Darwin (Warehouse)

c/- Simon National Carriers, 76 Export Drive, East Arm NT 0822

Perth (Warehouse)

c/- ACFS, 151 Milner Road, High Wycombe WA 6057

PLASSON Australia Pty Ltd