

## TERMS AND CONDITIONS OF SALE

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### 1. DEFINITIONS

In these Terms and Conditions of Sale:

**"Business Day"** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the state of South Australia.

**"Claim"** means any claim, action, proceeding, demand, cost, damage including Consequential Damages, loss, expense, liability incurred or suffered by, or brought or made or recovered against any person and however arising (whether or not presently ascertained, immediate, future or contingent).

**"Consequential Damages"** means any indirect, special, consequential, punitive or exemplary damages, expenses, losses or costs including loss of anticipated or actual revenue or profits, loss of or inability to use equipment, a failure to realise anticipated savings, lost data, down time costs or loss of goodwill.

**"GST"** in this Subcontract has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time.

**"Goods"** means

**"Order"** means

**'PPSA'** means the PPS Act and any other legislation and regulations in respect of it.

**'PPS Act'** means the Personal Property Securities Act 2009 (Cth) (as amended).

**"Purchaser"** means any persons, companies or entities who:-

- (i) Is the other party to a contract for manufacture, sale or supply of goods;
- (ii) Is named in or receives a quotation or sales invoice for the manufacture or sale of goods or the provision of services by the Supplier;
- (iii) Purchases goods from the Supplier; or
- (iv) Requests the Supplier to provide designs/drawings or specifications or manufacturing proposals for the manufacture of a product.

**"Supplier"** means ID Fabrication Pty Ltd ABN 55 101 888 724 7-11 Leith St Wingfield SA 5013

**"Tax Invoice"** has the same meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended from time to time.

### 2. QUOTATIONS/ORDERS

2.1 These Terms and Conditions of Sale apply in respect of all offers to sell, quotations made, contracts secured and other commercial transactions for the supply of Goods by the Supplier.

2.2 These Terms and Conditions of Sale shall coexist with and be read in conjunction with any Special Terms and Conditions of Sale except where the latter specifically vary or override these General Conditions or any of them.

2.3 Except as otherwise expressly agreed upon in writing between the parties, the terms and conditions contained herein shall apply notwithstanding any provisions to the contrary which may appear on the order form or other documents issued by the Purchaser.

2.4 The Purchaser acknowledges and agrees to these Terms and Conditions of Sale upon:

- (a) making an inquiry in relation to Goods to be supplied by the Company;
- (b) placement of an order for supply of Goods;
- (c) acceptance of the credit granted for payment purposes; and
- (d) acceptance of the Goods supplied by the Company.

2.5 The Supplier reserves the right to formally change its Terms and Conditions of Sale from time to time.

2.6 Quotations are valid for a period of 30 days from the date of quotation by the Company or as otherwise specified in the quotation. Thereafter quotations and contractual delivery dates are subject to confirmation before acceptance.

2.7 The prices quoted by the Company are only for the supply of those Goods specified in the quotation and do not apply to any lesser quantities or additional Goods supplied by the Company unless specified in writing by the Company prior to supply.

### 3. ACCEPTANCE

A quotation is not to be construed as an offer or obligation to sell and the Company reserves the right to accept or reject any orders received.



## TERMS AND CONDITIONS OF SALE

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### **4. FITNESS FOR PURPOSE**

The Purchaser agrees that it does not rely on the skill and judgment of the Company in relation to the suitability of any of the Goods for a particular purpose or application for which the Goods are required by the Purchaser and the Company is under no liability whatsoever if such Goods are not suitable and fit for their intended purpose.

### **5. DELIVERY**

- 5.1 The delivery period quoted commences from the date the Supplier receives the Purchaser's written order or executes a formal contract for the supply of Goods, whichever is the later date.
- 5.2 Any delivery dates and / or times quoted are given in good faith but unless otherwise stated the Supplier will not be held responsible for any delay arising from causes beyond its reasonable control.
- 5.3 The Purchaser's receipt of goods shall constitute a waiver of any claim for delay.
- 5.4 Claims for shortages in deliveries must be advised to the Company in writing within 7 days of receipt of the Goods.
- 5.5 If prior to delivery the Purchaser notifies the Company in writing that it does not accept the costs payable for its nominated method of delivery, the Company may select the method and service level of delivery at the Purchaser's cost.
- 5.6 Where the Purchaser requests a particular method of delivery and the Company agrees in writing, the Purchaser must pay for the cost of delivery by that method from the point of despatch of the Goods by the Company.

### **6. PRICES**

Goods and Services are sold on an "ex works" basis and unless specified otherwise, prices do not include any transport costs. Where the Purchaser requires freight to be prepaid, all expenses will be to the Purchaser's account at cost.

### **7. DELIVERY CHARGE**

A delivery charge per order, charged at the rate applicable at the time of delivery, will be applied on all orders which are delivered to a Purchaser's premises, or as directed by the Purchaser. This amount will be shown as a separate item on all invoices.

### **8. TESTING**

Prior to delivery of the Goods, the Company may, at its own expense, carry out any tests on the Goods in accordance with the Company's standards and testing procedures. Any additional tests, procedures and associated documentation required by the Purchaser are at the Purchaser's expense.

### **9. STORAGE**

- 9.1 If delivery is delayed for any reason beyond the Company's reasonable control for a period of 14 days after the date on which the Purchaser is notified that the Goods or any completed items forming part of the Goods are ready for delivery, the risk in such Goods shall immediately pass to the Purchaser, and the Company is entitled to present invoices to the Purchaser for payment of the Goods in accordance with clause 17.
- 9.2 If the Purchaser fails to take delivery of the Goods in accordance with these Terms and Conditions of Sale, the Company may arrange suitable storage of such Goods at the Company's premises or elsewhere and all costs of and incidental to such storage must be paid by the Purchaser. The Purchaser must, on demand, pay to the Company all costs of storage, insurance, demurrage, handling and other charges incidental to such storage.

### **10. ACCEPTANCE OF GOODS**

The Purchaser shall be deemed to have accepted the Goods and Services to be of the description, quality and quantity ordered unless particulars of any claim are notified to the Supplier in writing within 7 days after arrival of goods at the place of delivery, except claims for non delivery which must be made in writing within 14 days from the date of invoice.

### **11. INTELLECTUAL PROPERTY**

- 11.1 All drawings, illustrations, display material, specifications and other literature and materials for or relating to the Goods and Services and whether or not supplied by or on behalf of the Supplier to the

## TERMS AND CONDITIONS OF SALE

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Purchaser shall remain the exclusive property of the Supplier and shall not be transferred to any other party without the previous written consent of the Supplier. The Purchaser shall not use, reproduce or impart any information contained therein to any third party without the previous written consent of the Supplier.

- 11.2 Where the Supplier has followed a design, sample or instruction furnished or given by the Purchaser, the Purchaser shall indemnify the Supplier against all damages, penalties, costs and expenses to which it may become liable through any work required to be done in accordance with those instructions involving an infringement of a patent, trademark, registered design or copyright.

### 12. VARIATIONS

- 12.1 If the Purchaser requests order changes, including those affecting the identity, scope and delivery of the Goods, such requests must be documented in writing.
- 12.2 Changes by the Purchaser are subject to the Company's prior written agreement and may be subject to adjustments in price, scheduling and other affected terms and conditions.
- 12.3 The Company reserves the right to reject any change requested by the Purchaser where the change, in the opinion of the Company :
- (a) is deemed unsafe,
  - (b) technically inadvisable or inconsistent with established engineering or quality guidelines and standards; or
  - (c) incompatible with the Company's capabilities or its Supplier's design or manufacturing capabilities.
  - (d) The Company further reserves the right to substitute using the latest superseding revision or series or equivalent Goods having comparable form, fit and function.

### 13. ENGINEERING ASSISTANCE

- 13.1 Subject to these Terms of Sale, any engineering or technical assistance provided by the Company, will be charged at the Company's labour rate applying at the time assistance is provided, (including travel and stand-by/waiting time), plus expenses at the cost to the Company plus fifteen percent.
- 13.2 Any required miscellaneous materials purchased by the Company will be charged at cost to the Company, plus 25 per cent. Any assistance provided in accordance with this clause 14 shall be at the Purchaser's sole risk.

### 14. CANCELLATION

- 14.1 If the Purchaser cancels an order by written notice prior to completion of supply of Goods and the cancellation is accepted by the Company, the Company may charge the Purchaser reasonable cancellation fee, including reimbursement for the Company's direct costs incurred in connection with the cancellation.
- 14.2 Despite anything to the contrary in these Terms and Conditions of Sale, the Company may charge cancellation fees associated with Goods ordered or manufactured / assembled to order up to the actual selling price of the Goods or Services
- 14.3 The Company has the right to cancel an order for cause at any time by written notice to the Purchaser and the Company will be entitled to cancellation costs and cancellation and restocking costs imposed by the Company's suppliers.
- 14.4 No cancellation by the Purchaser for a default by the Company in provision of Goods will be effective unless and until the Company has failed to correct such alleged cause of default within forty-five (45) days after receipt of the Purchaser's written notice specifying the default.

### 15. TERMINATION

- 15.1 This agreement may be terminated by the Company, without notice, if the Purchaser:
- (a) fails to perform or observe any obligation or agreement, express or implied in or given in relation to these Terms and Conditions of Sale including, without limitation, the payment of money or refusal to take delivery of Goods;
  - (b) being a natural person, is the subject of any personal insolvency event including without limitation, where an application is made to a court for an order that the Purchaser be declared bankrupt; or

## TERMS AND CONDITIONS OF SALE

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- (c) being a company, has a receiver, receiver and manager, trustee, administrator, liquidator or other similar official appointed, or steps are taken for such appointment, whether voluntarily or otherwise, over any of the Purchaser's assets or undertakings, or if the Purchaser is unable to pay its debts if and when they fall due.
- 15.2 If the Company terminates the Order then the Company may, without prejudice to any other rights it may have, do any or all of the following:
- (a) require immediate payment of all moneys owed to the Company by the Purchaser and withdraw any credit facilities which may have been extended to the Purchaser;
  - (b) withhold any deliveries of Goods in respect of any purchase order accepted by the Company; and
  - (c) in respect of Goods which may have already been delivered to the Purchaser but not paid for, enter the Purchaser's premises or elsewhere in accordance with clause 20 to recover those Goods and resell those Goods for the Company's own benefit.

### 16. TERMS OF PAYMENT

- 16.1 For established trading accounts with credit facilities, the account must be paid within 30 days of receipt unless otherwise stated. All other accounts are cash on delivery (COD) to the Purchaser.
- 16.2 When payments are made contingent upon delivery, erection or test, and any of these stages are delayed to suit the Purchaser's wishes or convenience, or by reason of un-readiness of the Purchaser, payments are to be made within the time in which they ordinarily would have been made had there been no such delays, the Goods being, if necessary, stored at the Purchaser's risk and expense.
- 16.3 Should the Purchaser delay in respect of any payment due to the Company, the Company will have the right, in addition to all other rights at law, to charge interest on the overdue amount at a rate of 3% per annum above the overdraft rate payable by the Company to its bankers at the time of and after the default and calculated from the due date of the account until the actual date of full and final payment. Payment will be credited first against interest accrued.
- 16.4 The Company may render partial invoices and require progressive payments. The Company reserves the right to render invoices electronically and to receive payment by way of electronic funds transfer. Payment by credit or debit card, when permitted, is subject to credit card validation and authorisation both at the time of agreement and immediately prior to shipment and the Company reserves the right to recover as a separate charge, any processing fees and other administration costs incurred in processing the credit or debit card transaction.
- 16.5 The Company reserves the right to suspend any further performance hereunder or otherwise in the event payment is not made when due. Where the Purchaser's account is in arrears, the Company may demand payment of the arrears as well as payment in advance for any undelivered Goods before proceeding with manufacturing or making any further delivery of Goods under these Terms of Sale. In such circumstances, the Company may also defer or cancel any outstanding balance of an order and may enter the Purchaser's premises or elsewhere as provided in clause 20.
- 16.6 The Purchaser must make all payments due under these Terms of Sale without any set-off, counterclaim, deduction or condition unless the Company otherwise agrees in writing.
- 16.7 All payments must be made in Australian dollars.

### 17. GST

- 17.1 For the purpose of these conditions "GST" means GST within the meaning of A New Tax System (Goods and Services Tax) Act 1999 (the Act).
- 17.2 All prices quoted or contained in any publication of the Company (including these Terms of Sale) are exclusive of GST unless specifically stated otherwise.
- 17.3 GST will be added to the price of the Goods and any other form of taxable supply at the rate applicable at the time of supply, and the Company will provide a valid tax invoice.

### 18. DAMAGE OR LOSS IN TRANSIT

- 18.1 Where delivery is the responsibility of the Company, the Company will repair or replace free of charge and at the Company's absolute discretion, all Goods lost or damaged in transit to the contractual point of delivery provided written notice of such loss or damage is given to the Company within 3 days of

## TERMS AND CONDITIONS OF SALE

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- delivery or expected delivery, or within such times as will enable the Company to comply with the carrier's conditions of carriage applicable to loss or damage in transit.
- 18.2 Prior to acknowledging delivery, the Purchaser must ensure that the complete consignment as per the carrier's note has been received. If there is a shortage or visible damage to the outer packaging of the Goods, the Purchaser must endorse the carrier's note accordingly.
- 18.3 The Company is not responsible for any loss or damage to the Goods caused by or arising from transport or delivery of the Goods if the Company has not packed the Goods or the Purchaser has nominated the carrier.
- 18.4 Claims made for damage or loss in transit must be made against the carrier in the manner prescribed by the carrier.
- 19. PROPERTY, RISK AND TITLE**
- 19.1 Risk in the Goods (including responsibility for insurance) passes to the Purchaser upon delivery of the Goods to the Purchaser. Unless specified to the contrary, the Goods will be delivered to the Purchaser ex warehouse/ex works and risk will pass to the Purchaser at the time of loading the Goods onto the transport (regardless of who pays for the freight).
- 19.2 Notwithstanding that the Goods are in whole or in part at the risk of the Purchaser, the property in and legal title to the Goods remains with the Company until they and all other Goods previously supplied by the Company to the Purchaser, whether under this or any other order for Goods from the Purchaser, have been paid for in full by the Purchaser.
- 19.3 Until the Goods have been fully paid for:
- (a) the Company is and remains the legal and equitable owner of the Goods;
  - (b) the Purchaser holds the Goods as a fiduciary agent and bailee for the Company;
  - (c) the Company may by its servants and agents enter the Purchaser's premises or elsewhere at any time without notice to inspect the Goods;
- 19.4 If the Purchaser defaults on any payment due to the Company and refuses demands by the Company for the Purchaser to return the Goods to the Company, the Company may by its servants and agents enter the Purchaser's premises or elsewhere at any time without notice to repossess the Goods and to use reasonable force to take possession of the Goods without liability for trespass, negligence, payment of any compensation to the Purchaser or other person or otherwise.
- 19.5 The Purchaser grants full leave and an irrevocable licence to the Company and any person authorised by the Company to enter any premises where the Goods may be stored, from time to time, for the purposes of retaking possession of the Goods. The Purchaser agrees that:
- (a) it will be liable for all costs, losses, and damages incurred or suffered by the Company (including any consequential losses and damages) as a result of the Company retaking possession of the Goods or otherwise exercising its rights under this clause 22; and
  - (b) it will indemnify the Company, and keep the Company indemnified, for all fees (including legal fees on a full indemnity basis), costs and expenses incurred or suffered as a result of any and all prosecutions, actions, demands, claims or proceedings brought by or against the Company in connection with retaking possession of the Goods or the exercise by the Company of its rights under this clause 20;
- 19.6 Any exercise of this right is without prejudice to any other rights the Company has against the Purchaser, including the right at all times to make a claim against the Purchaser for the invoiced price of the Goods and interest under clause 17.
- 20. PPSA**
- 20.1 Defined terms in this clause have the same meaning as those given to them in the PPSA.
- 20.2 The Purchaser and the Company acknowledge that these Terms of Sale constitute a Security Agreement for the purposes of s 20 of the PPSA and gives rise to a Purchase Money Security Interest ("PMSI") in favour of the Company over the Goods supplied to the Purchaser as Grantor pursuant to the Terms of Sale.
- 20.3 The Goods supplied or to be supplied under these Terms of Sale fall within the PPSA classification of "Other Goods" acquired by the Purchaser pursuant to these Terms of Sale.

## TERMS AND CONDITIONS OF SALE

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- 20.4 The Purchaser will execute such documents and do such further acts as may be required by the Company to perfect the Security Interest granted to the Company under these Terms of Sale under the PPSA by registration and ensure that until all of the obligations of the Purchaser are discharged and fully satisfied, the Company's Security Interest under the Terms of Sale remains perfected and has priority over all other security interest in the Collateral (except for the Security Interests that the Company has expressly agreed to sub-ordinate).
- 20.5 The Purchaser undertakes that it will not, without the prior written consent of the Company (which it may grant in its sole discretion) change or permit the change of any of its details that are required to be included in the Financing Statement.
- 20.6 The Purchaser may not grant any Security Interest in all or any of the Goods except with the prior written consent of the Company (which may be withheld in its sole discretion).
- 20.7 The Purchaser agrees that the Company may apply to register its Security Interest in the Goods at any time before or after delivery of the Goods. The Purchaser irrevocably waives its rights under s 157 of the PPSA to receive a notice of any Verification Statement in respect of the Company's Security Interest under these Terms of Sale.
- 20.8 The parties contract out of each provision of the PPSA which, under s 115(1) of the PPSA, they are permitted to contract out of.
- 20.9 Each party waives its rights to receive each notice which, under s 157(3) of the PPSA, it is permitted to waive.
- 20.10 Each party waives its rights to receive anything from any other party under s 275 of the PPSA.
- 20.11 The Purchaser acknowledges that it has received value as at the date of first delivery of the Goods and has not agreed to postpone the time for attachment of the Security Interest granted to the Company under these Terms of Sale.

### **21. FORCE MAJEURE**

- 21.1 The Company will not be liable for any loss, damage or delay arising out of its failure (or that of its suppliers and subcontractors) to perform obligations under the Terms and Conditions of Sale due to causes beyond its reasonable control, including without limitation, acts of God, acts or omissions of the Purchaser or its agents, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes (Force Majeure Events). In the event of such delay, the Company's performance date(s) will be extended for such length of time as may be reasonably necessary to compensate for the Force Majeure Event.
- 21.2 If a Force Majeure Event continues for a period of 3 months or more, the Company may (without affecting the accrued rights and obligations of the parties as at the date of termination) terminate this agreement immediately by written notice to the Purchaser.

### **22. WARRANTY**

- 22.1 The Competition and Consumer Act 2010 (Cth) and Australian consumer law may guarantee certain conditions, warranties and undertakings in relation to the Goods. To the extent they apply, these guarantees cannot be modified nor excluded by contract, and these Terms of Sale does not purport to modify or exclude any conditions, warranties, guarantees and undertakings under the Australian Consumer Law.
- 22.2 Except as expressly set out in these Terms of Sale and the Australian Consumer Law, the Company makes no warranty, representation or other statement in respect of the Goods, their quality or their fitness for any purpose, except as stated expressly in these Terms of Sale, or as may otherwise be required by law.
- 22.3 The Company warrants that the Goods, whether manufactured by the Company, its suppliers or subcontractors, and supplied by the Company, shall, for a period of twelve months from the date of despatch of the Goods from the Company's premises, be free of faulty workmanship, materials or design.
- 22.4 The warranties provided in clause 22.3 shall be effective, and impose liability on the Company to give effect to such warranty, only if:
- (a) the Company is provided with written notice of the circumstances giving rise to the claim arising within 30 days of the occurrence of such circumstances; and
  - (b) the Company is permitted to inspect Goods before they are repaired or replaced; and

## TERMS AND CONDITIONS OF SALE

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- (c) the Purchaser returns the Goods or components to the Company's premises, at the Purchaser's expense; and
  - (d) the Company is satisfied, by its own examination of the Goods, that any alleged circumstances giving rise to the claim have not been caused by:
    - (i) improper use, installation, operation, damage due to accident, neglect, lightning power surge, or from improper repair, alteration, modification or adjustment to the Goods; or
    - (ii) unusual deterioration or degradation due to physical environments.
- 22.5 To the extent permitted by law, the Company's liability for any loss, injury or damage, shall be limited to making good, by replacement or repair, at the Company's option, and at the Purchaser's expense in relation to costs over and above the direct costs of replacing or repairing the Goods or the component parts of the Goods at the Company's premises, any defects which appear under proper use.
- 22.6 Any repairs, alterations or other work carried out to the Goods by a person other than an authorised representative of the Company shall invalidate the warranty.
- 22.7 If the Purchaser requests or insists that warranty service of this clause be carried out on site or at the Purchaser's premises then any costs over and above the direct costs of replacing or repairing the Goods or the component parts of the Goods at the Company's premises shall be at the Purchaser's expense.

### **23. COMPLIANCE WITH LAWS AND INSTRUCTIONS**

- 23.1 The Purchaser is solely responsible for obtaining all necessary permits and licences to comply with all applicable legislation, regulations, by-laws or rules (if any) having the force of law in connection with the installation and operation of the Goods.
- 23.2 The Purchaser must comply with all instructions provided by the Company, its Supply Line Partner's or Supplier's in relation to the fitting, installation and use of the Goods.

### **24. INDEMNITY**

- 24.1 The Purchaser indemnifies the Company for any and all direct, special, indirect and/or consequential loss or damage, however caused to the Company and/or to third parties, that results as a consequence of the Company supplying, or failing to supply at all or on time, the Goods, to the Purchaser, or to any third party, under or in association with this Agreement.
- 24.2 The Company shall be liable to the Purchaser, or to any third party, for direct, special, indirect and/or consequential loss or damage, however caused, suffered by the Purchaser, or to any third party, only to the extent that such loss or damage is caused directly by the fault of the Company.
- 24.3 Notwithstanding anything else in this Agreement, and to the extent permissible by law, the Company shall be liable to the Purchaser, whether under the law of contract, in tort, under statute or otherwise, for any injury, loss or damage, only to the extent and in the proportion to which such injury, loss or damage is caused by the fault of the Company.

### **25. DISPUTES**

- 25.1 The parties will use their best endeavours and attempt in good faith to promptly resolve any dispute arising in connection with these Terms of Sale.
- 25.2 Negotiations shall be conducted in English between representatives of the parties who have authority to settle the dispute.
- 25.3 Negotiation must be conducted within 30 days of a party providing written notice to the other party of the matter and circumstances giving rise to the dispute (Notice of Dispute).
- 25.4 If the dispute cannot be resolved pursuant to clause 26.3 the dispute shall be referred to mediation. If the parties are unable to agree on a mediator, the mediator will be nominated by the chairperson for the time being of the South Australian Chapter of the Institute of Arbitrators and Mediators. Arbitration will be conducted in accordance with rules 5 –18 of the Rules of The Institute of Arbitrators and Mediators Australia for the Conduct of Commercial Arbitrations.
- 25.5 Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in South Australia.

### **26. LIMITATION OF LIABILITY**

## TERMS AND CONDITIONS OF SALE

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- 26.1 Notwithstanding anything else in this Agreement, and to the extent permissible by law, the Company's aggregate liability arising out of the performance or non-performance of its services, whether under the law of contract, tort, statute or otherwise, shall be limited to the price paid to the Company by the original Purchaser for the item(s) giving rise to the claim.
- 26.2 The Company shall not be liable for any business interruption, loss of profit, revenue, materials, anticipated savings, data, contract, goodwill or the like (whether direct or indirect), or for any other form of incidental or consequent damage of any kind.
- 26.3 The Company shall not be liable for any loss or damage where an action against the Company for such loss or damage is commenced after a period of eighteen (18) months has elapsed after the circumstances on which the alleged cause of action have occurred.
- 26.4 This clause shall apply regardless of any other contrary provision in these Terms of Sale and regardless of the form of action. Each provision of these Terms of Sale which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is separate and independent.

### 27. SEVERABILITY

Any provision in these Terms of Sale which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

### 28. WAIVER

Waiver of any right, power, authority, discretion or remedy arising on a breach of or default under an agreement in force between the Company and the Purchaser on these Terms and Conditions of Sale must be in writing and signed by the party granting the waiver.

### 29. NOTICES

Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party under these Terms of Sale must be in legible writing and in English addressed to such address as the other party has specified to the sender of the notice.

### 30. ASSIGNMENT

The Purchaser must not assign or otherwise purport to transfer its rights or obligations under these Terms and Conditions of Sale to any other person without the prior written consent of the Company.

### 31. AMENDMENT

The Company reserves the right to review and amend these Terms and Conditions of Sale from time to time. Written notification forwarded to the Purchaser by ordinary mail will be sufficient notification to bind the Purchaser to any revised or amended terms of sale for all orders placed by the Purchaser and accepted by the Company after the date of such notification.

### 32. VARIATION

No variation or cancellation of any of these Terms and Conditions of Sale shall be binding on the Company unless agreed to by the Company in writing by a duly authorised representative of the Company.

### 33. ENTIRE AGREEMENT

The Company and the Purchaser agree that the Terms and Conditions of Sale and the Purchaser's order constitute the entire agreement between the parties in relation to the Sale of Goods and that there are no other understandings, representations or warranties of any kind (express or implied) forming part of the agreement between the parties.

### 34. GOVERNING LAW

The applicable law of this agreement is the law of South Australia and the Company and Purchaser irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of South Australia.