

Note to Customer:

You should read these terms of trade carefully, they contain terms and conditions that may be prejudicial to your interests, including (without limitation):

- (a) the liability of the Supplier to its Customers is excluded in some circumstances (including without limitation pursuant to clauses 11 and 12);
- (b) Customers may be liable for damage to Goods that are supplied to them;
- (c) The Supplier's Privacy Policy and clause 14 of these terms of trade permit the Supplier in some circumstances and subject to compliance with the Australian Privacy Principles to provide data about a Customer, or data provided by a Customer, to a third party in a form that may enable the third party to identify the Customer; and
- (d) The Customer and its representatives provide indemnities in these terms of trade (including without limitation in clause 12) to the Supplier in respect to any Loss suffered by the Supplier in connection with these terms of trade and the provision of the Goods or Services

1 Definitions and interpretation

1.1 Definitions

In these terms of trade, unless the context otherwise requires:

- (e) **Additional Charge** means:
 - (i) fees or charges for additional work performed at the Customer's request or reasonably required as a result of the Customer's conduct, calculated in accordance with the Supplier's then current prices; and
 - (ii) expenses incurred by the Supplier, at the Customer's request or reasonably required as a result of the Customer's conduct.
- (f) **Customer** means the person identified on a Quote or Order as the customer and includes the Customer's agents and permitted assigns.
- (g) **Goods** means any goods supplied by the Supplier including those supplied or repaired in the course of providing Services.
- (h) **Intellectual Property Rights** means intellectual property rights at any time protected by statute or common law, including copyright, trade marks, patents and registered designs.
- (i) **Loss** includes, but is not limited to, costs (including party to party legal costs and the Supplier's legal costs), expenses, lost profits, award of damages, personal injury and property damage.
- (j) **Order** means a purchase order for Goods or Services placed by a Customer in response to a Quote and as varied in writing from time to time by the parties and if no formal order is submitted includes the Quote accepted by the Customer.
- (k) **PPS Law** means:
 - (i) the Personal Property Security Act 2009 (Cth) (PPS Act) and any regulation made at any time under the PPS Act (each as amended from time to time); and
 - (ii) any amendment made at any time to any other legislation as a consequence of a PPS Law.
- (l) **Quote** means a written description of the Goods or Services to be provided, an estimate of the Supplier's charges for the performance of the required work and an estimate of the time frame for the performance of the work.
- (m) **Services** means the services to be provided by the Supplier to the Customer in accordance with a Quote and these terms of trade.
- (n) **Supplier** means the entity specified as the supplier of Goods or Services on the Quote and if no entity is specified means the entity supplying the Goods or Services to the Customer and includes the Supplier's agents and permitted assigns.
- (o) **Warranty Period** means:
 - (i) in the case of any Goods (but excluding any Goods to which Services have been performed), one year from the date of delivery of the Goods to the Customer; and
 - (ii) in the case of Services that relate to the repair of Goods, 90 days from the date the Goods the subject of the Services are delivered to the Customer.

1.2 Interpretation

In these terms of trade, headings are for ease of reference only and do not affect the meaning or interpretation of these terms of trade and unless the context otherwise requires:

- (a) a reference to writing includes email and other communication established through the Supplier's website (if any);
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause or paragraph is a reference to a clause or paragraph of these terms of trade;
- (d) a reference to a party to these terms of trade or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; specifying anything in these terms of trade after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included; and
- (g) if the date on which any act, matter or thing is to be done falls on a day which is not a Business Day, that act, matter or thing:
 - (i) if it involves a payment other than a payment which is due on demand must be done on the preceding Business Day; and
 - (ii) in all other cases, must be done on the next Business Day.

2 General

- (a) These terms of trade apply to all transactions between the Customer and the Supplier relating to the provision of Goods and Services. This includes all quotations, contracts and variations. These terms of trade take precedence over terms of trade contained in any document of the Customer or elsewhere.
- (b) The Supplier may amend any details in a Quote by notice in writing to the Customer. Such amended details supersede any relevant prior detail in dealings between the parties.

3 Quotes

- (a) The Supplier may provide the Customer with a Quote. Any Quote issued by the Supplier is valid for 30 days from the date of issue.
- (b) Unless otherwise expressly agreed in writing, a Quote does not include delivery or installation of the Goods.
- (c) Quotes are based upon the cost of materials available at the time of preparation of the Quote and assume the timely supply by the Customer of necessary material and instructions to the Supplier.
- (d) Following provision of a Quote to the Customer, the Supplier is not obliged to commence work until the Quote has been accepted by the Customer. This occurs by the Customer completing an Order form and returning the form to the Supplier.
- (e) The Supplier reserves the right to amend any Quote before the Order has been completed to take into account any rise or fall in the cost of completing the Order. The Supplier will notify the Customer of any amendment as soon as practicable, at which point the amended Quote will be the estimate or Quote for the purposes of these terms of trade.
- (f) An indication in a Quote of the time frame for the provision of the Goods or Services is an estimate only and is not a fixed time frame. Subject to any obligations in respect of consumer guarantees under the Australian Consumer Law, this estimate is not binding upon the Supplier.

4 Orders

- (a) Every Order by the Customer for the provision of Goods or Services must be submitted in writing (unless otherwise agreed).
- (b) An Order will only be deemed to be placed by the Customer if the Order clearly identifies the Goods or Services ordered and the Supplier's Quote. Any costs incurred by the Supplier in reliance on incorrect or inadequate information provided by the Customer in an Order may result in the imposition of an Additional Charge.
- (c) Orders must be signed by an authorised representative of the Customer and must specify the required date of delivery. The person signing any Order on behalf of the Customer indemnifies the Supplier for any Loss it may suffer or incur in the event the Order is not binding on the Customer.
- (d) Placement of an Order by the Customer signifies acceptance by the Customer of these terms of trade and the most recent Quote provided by the Supplier relating to that Order.
- (e) The Supplier may in its absolute discretion refuse to provide Goods or Services where:
 - (iii) Goods or Services are unavailable or cannot be provided for any reason whatsoever;
 - (iv) credit limits cannot be agreed upon or have been exceeded; or
 - (v) payment for Goods or Services previously provided to the Customer or any related corporation of the Customer or to any other party who is, in the reasonable opinion of the Supplier, associated with the Customer under the same or another supply contract, has not been received by the Supplier.
- (f) An Order cannot be cancelled without the prior written consent of the Supplier. Where an Order is cancelled, the Customer indemnifies the Supplier against any Losses incurred by the Supplier as a result of the cancellation. This includes, but is not limited to, loss of profit from other orders foregone as a result of the scheduling of the Order which is subsequently cancelled.

5 Variations

- (a) The Customer may request that its Order be varied by providing a request in writing to the Supplier. A request for a variation must be agreed to in writing by the Supplier in order to have effect.
- (b) If the Customer wishes to vary its requirements after a Quote has been prepared by the Supplier or after the placement of an Order, the Supplier reserves the right to vary the Quote to include any Additional Charge in respect of any extra costs incurred or additional work carried out due to the variation, in accordance with its then current charge rates. A revised Quote issued by the Supplier in respect of the requested variation supersedes the original Quote. If the revised Quote only specifies additional work, the Quote for that additional work will be in addition to the immediately preceding Quote for the Goods or Services or both.
- (c) The Supplier has an automatic extension of time for the provision of the Goods or Services equal to the delay caused by the variation.

6 Invoicing and payment

- (a) The Supplier may in its absolute discretion, issue an invoice to the Customer in any one or more of the following ways:
 - (i) prior to commencing the provision of the Goods or Services, for an amount equal to the Quote and Additional Charges where the Supplier has not previously carried out work for the Customer or where the Supplier chooses to do so;
 - (ii) at the end of each week before the Order is completed, the Supplier may issue one or more invoices for a proportion or the whole of the amount of the Quote (the proportion to be calculated at the Supplier's discretion either for work done to that point, work in the future or both) and require that proportion of the Quote be paid in advance of any further Goods or Services being provided; or
 - (iii) upon completion of the provision of the Goods or Services or any time thereafter, for an amount equal to the Quote or the balance of the Quote outstanding, any Additional Charges and any amount not previously invoiced, or if no Quote was provided, for an amount representing the Supplier's charge for the work performed in completing the Order and for any Additional Charges.

None of the foregoing shall be construed as an agreement on the part of the Supplier to provide Goods or Services on credit to the Customer and any arrangements for the provision of credit may be revoked by the Supplier at any time.

- (b) The amount payable by the Customer will be the amount set out in the invoice. This will be calculated as:
 - (i) the amount for the Goods or Services (or both) as set out in the Quote and any Additional Charges; or
 - (ii) where no Quote has been provided by the Supplier, the Supplier's usual charges for the Goods or Services (or both) as described in the Order.
- (c) The Customer must pay an invoice issued by the Supplier to the Supplier within 14 days of a valid tax invoice being issued to the Customer or as otherwise specified in the invoice.

- (d) If any invoice is due but unpaid, the Supplier may withhold the provision of any further Goods or Services until overdue amounts are paid in full.
- (e) The Supplier may in its complete discretion apply any payment received from the Customer to any amount owing by the Customer to the Supplier.
- (f) The Customer is not entitled to retain any money owing to the Supplier notwithstanding any default or alleged default by the Supplier of these terms of trade, including (but not limited to) the supply of allegedly faulty or defective Goods, provision of Services to an inadequate standard or a delay in the provision of Goods or Services. Nothing in this paragraph affects the Customer's rights for any alleged failure of a guarantee under the Australian Consumer Law.
- (g) The Customer is to pay the Supplier on demand interest at the rate of 10% per year on all overdue amounts owed by the Customer to the Supplier, calculated daily and compounded monthly.
- (h) All Loss, costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees and internal costs and expenses of the Supplier, are to be paid by the Customer as a debt due and payable under these terms of trade.
- (i) The Customer and the Supplier agree to comply with their obligations in relation to Goods and Services Tax (GST) under the A New Tax System (Goods and Services Tax) Act 1999 and any other applicable legislation governing GST.
- (j) All amounts stated in any Quote or Order are exclusive of GST or any other value added tax unless otherwise specified. The Customer will be liable for any GST in connection with the supply of Goods or Services.

7 Additional Charges

- (a) The Supplier may require the Customer to pay Additional Charges in respect of Losses and costs incurred by the Supplier as a result of reliance on inadequate or incorrect information or material provided by the Customer or information or material supplied later than required by the Supplier in order for it to provide the Goods or Services within the specified time frame (if any).
- (b) The imposition of Additional Charges may also occur as a result of:
 - (i) cancellation by the Customer of an Order where cancellation results in Loss to the Supplier;
 - (ii) storage costs for Goods not collected from the Supplier within one week of the date on which the Goods are manufactured, fabricated, created or formed;
 - (iii) photocopying, courier, packing or handling charges not included in the Quote;
 - (iv) Government or council taxes or charges not included in the Quote;
 - (v) the Supplier undertaking any tests or tagging in respect of any electrical cables supplied by the Customer; or
 - (vi) additional work required by the Customer or any other occurrence which causes the Supplier to incur costs in respect of the Customer's Order additional to the quoted cost.

8 Title and risk

- (a) Risk in Goods passes to the Customer immediately upon delivery.
- (b) Property and title in Goods supplied to the Customer under these terms of trade does not pass to the Customer until all money (including money owing in respect of other transactions between the Supplier and the Customer) due and payable to the Supplier by the Customer have been fully paid, provided that any Goods hired by the Customer from the Supplier will remain the sole property of the Supplier unless otherwise agreed in writing between the parties.
- (c) Where Goods are supplied by the Supplier to the Customer without payment in full, the Customer:
 - (i) is a bailee of the Goods until property in them passes to the Customer;
 - (ii) irrevocably appoints the Supplier to be its attorney to do all acts and things necessary to ensure the retention of title to goods including the registration of any security interest in favour of the Supplier with respect to the Goods under applicable law;
 - (iii) must not allow any person to have or acquire any security interest in the Goods;
 - (iv) agrees that the Supplier may repossess the Goods if payment is not made as required under these terms of trade; and
 - (v) the Customer grants an irrevocable licence to the Supplier or its agent to enter the Customer's premises in order to recover possession of Goods pursuant to this paragraph. The Customer indemnifies the Supplier for any damage to property or personal injury which occurs as a result of the Supplier entering the Customer's premises.
- (d) Where Goods are supplied by the Supplier to the Customer without payment in full of all moneys payable in respect of the Goods and any Services provided by the Supplier in respect of those Goods, and:
 - (i) the Customer makes a new object from the Goods, whether finished or not;
 - (ii) the Customer mixes the Goods with other goods; or
 - (iii) the Goods become part of other goods (New Goods),

the Customer agrees with the Supplier that the ownership of the New Goods immediately passes to the Supplier. The Customer will hold the New Goods on trust for the Supplier until payment of all sums owing to the Supplier whether under these terms of trade or any other contract have been made. The Supplier may require the Customer to store the New Goods in a manner that clearly shows the ownership of the Supplier.
- (e) For the avoidance of doubt, under paragraph 8(d), the ownership of the New Goods passes to the Supplier at the beginning of the operation or event by which the Goods are converted into, are mixed with or become part of other goods.
- (f) If a PPS Law applies to these terms of trade or any transaction contemplated by them the Supplier may give notice to the Customer requiring the Customer to do anything that in the Supplier's opinion is necessary, to the maximum possible extent, to perfect any security interest the Supplier has in the Goods or the New Goods.
- (g) To the extent the law permits, the Customer waives its right to receive any notice (including notice of a verification statement) that is

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- required by the PPS Law and Customer agrees not to exercise its rights to make any request of the Supplier under section 275 of the PPS Act.
- (h) To the extent the law permits, the Supplier enforcing a security interest need not comply with, and the Customer against which a Security Interest is being enforced may not exercise rights under, any provisions of Chapter 4 of the PPS Act that may be contracted out of. This does not prevent the Supplier from relying on the remedies in Chapter 4 of the PPS Act if the Supplier elects to do so.
- (i) If the Supplier exercises a right, power or remedy in connection with these terms of trade that exercise is taken not to be an exercise of a right, power or remedy under the PPS Law unless the Supplier states otherwise at the time of exercise. However, this clause does not apply to a right, power or remedy which can only be exercised under the PPS Law.
- (j) The Customer must not disclose any information of the kind mentioned in section 275(1) of the PPS Act, except where disclosure is required by section 275(7). No party will authorise the disclosure of any information under that section or waive any duty of confidence that would otherwise permit non-disclosure under that section.
- (k) To the extent permitted by the PPS Law, the Supplier's rights, powers and remedies under this Agreement prevail to the extent they are inconsistent with the provisions of the PPS Law.

9 Intellectual Property Rights

- (a) Except where the Goods are those manufactured by the Supplier, the Customer warrants that it owns all Intellectual Property Rights pertaining to its Order for Goods or Services or has a licence to authorise the Supplier to reproduce or use all copyright works or other materials the subject of Intellectual Property Rights supplied by the Customer to the Supplier for the purposes of the Order. Further, the Customer indemnifies and agrees to keep indemnified the Supplier against all Losses incurred by the Supplier in relation to or in any way directly or indirectly connected with any breach of any other Intellectual Property Rights in relation to any material supplied by the Customer.
- (b) Unless specifically agreed in writing between the Supplier and the Customer, all Intellectual Property Rights in any works created by the Supplier on behalf of the Customer vest in and remain the property of the Supplier.
- (c) Subject to payment of all invoices due in respect of the Goods or Services, the Supplier grants to the Customer a perpetual, non-exclusive licence to use the works created or produced by the Supplier in connection with the provision of Goods or Services under these terms of trade for the purposes contemplated by the Order.

10 Default by Customer

- (a) Each of the following occurrences constitutes an event of default:
- the Customer breaches or is alleged to have breached these terms of trade for any reason (including defaulting on any payment due under these terms of trade) and fails to remedy that breach within 14 days of being given notice by the Supplier to do so;
 - the Customer, being a natural person, commits an act of bankruptcy, is declared bankrupt or enters into any form of informal bankruptcy process (whether under Part IX or Part X of the Bankruptcy Act 1966 or otherwise);
 - the Customer, being a corporation, is subject to:
 - a petition being presented, an order being made or a meeting being called to consider a resolution for the Customer to be wound up, deregistered or dissolved or the Customer is wound up, deregistered or dissolved;
 - a receiver, receiver and manager or an administrator under Part 5.3A of the Corporations Act 2001 being appointed to all or any part of the Customer's property and undertaking;
 - the entering of a scheme of arrangement (other than for the purpose of restructuring); or
 - any assignment for the benefit of creditors;
 - the Customer purports to assign its rights under these terms of trade without the Supplier's prior written consent;
 - the Customer ceases or threatens to cease conduct of its business in the normal manner; or
 - any event analogous to those outlined above occurs in respect of the Customer.
- (b) Where an event of default occurs the Supplier may terminate these terms of trade, terminate any or all Orders and credit arrangements (if any) with the Customer, refuse to deliver Goods or provide further Services, repossess and re-sell any Goods delivered to the Customer, the payment for which has not been received and/or retain (where applicable) all money paid by the Customer on account of Goods or Services or otherwise.
- (c) In addition to any action permitted to be taken by the Supplier under paragraph 10(b), on the occurrence of an event of default all invoices will become immediately due and payable.
- (d) In addition to the express rights of termination provided in these terms of trade, a party may terminate these terms of trade by giving 30 days written notice to the other party. If the Customer terminates these terms of trade then the Customer will remain liable for all sums payable to the Supplier in respect of Orders made prior to termination.

11 Repair and replacement

Subject to the remaining provisions of these terms of trade:

- (a) If the Customer fails to advise the Supplier in writing of any fault in Goods or failure of Goods to accord with the Customer's Order within 48 hours of delivery, the Customer is deemed to have accepted the Goods and to have accepted that the Goods are not faulty and accord with the Customer's Order.
- (b) If the Goods or Services do not comply with these terms of trade then the Supplier agrees to repair or replace the Goods or provide the Services again provided the Customer provides written notice to the Supplier of the relevant fault or failure with the Goods or Services during the Warranty Period (Limited Warranty).
- (c) The Limited Warranty is given by the Supplier subject to the following conditions:
- the Supplier shall be under no liability in respect of any defect in the Goods or Services arising from any drawing, design or specification supplied by or on behalf of the Customer;

- the Customer must have complied with the terms of any manufacturer's warranty in respect of the Goods or Services;
 - any alleged defect must be notified to the Supplier in writing within 15 days of discovery;
 - the Goods shall be returned to the Supplier carriage paid, identified and properly packed if required by the Supplier for inspection;
 - the Supplier shall be under no liability in respect of any defect which the Supplier's investigation or inspection reveals has arisen from wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's or any manufacturer's instructions (whether oral or in writing), failure to have the Goods serviced and maintained in accordance with the Supplier's or any manufacturer's instructions (whether oral or written), misuse or alteration or repair of the Goods without the Supplier's written approval;
 - the Supplier shall be under no liability in respect of any loss suffered by the Customer arising because of the operator of the Goods failing to take prompt and adequate action in the event of a failure of the Goods; and
 - the Supplier shall be under no liability in respect of any loss suffered by the Customer due to incompetent or inappropriate installation of the Goods or inappropriate use of the Services by or on behalf of the Customer.
- (d) Any Goods which are found to be faulty due to abuse, misuse or improper installation will be charged to the Customer at the Supplier's current hourly rate plus any Additional Charges.
- (e) If the Customer fails to advise the Supplier in writing of any fault in or failure of the Goods or Services during the Warranty Period, the Customer is deemed to have accepted that the Goods and Services have been provided in accordance with these terms of trade, are not faulty and accord with the Customer's Order. Nothing in this paragraph affects the Customer's rights for any alleged failure of a guarantee under the Australian Consumer Law.

12 Exclusions, limitation of liability and indemnity

- (a) The Customer expressly agrees that use of the Goods and Services is at the Customer's risk. To the full extent allowed by law, the Supplier's liability for breach of any term implied into these terms of trade by any law is excluded.
- (b) All information, specifications and samples provided by the Supplier in relation to the Goods or Services are approximations only and, subject to any guarantees under the Australian Consumer Law, small deviations or slight variations from them which do not substantially affect the Customer's use of the Goods or Services will not entitle the Customer to reject the Goods upon delivery, or to make any claim in respect of them.
- (c) To the extent the law permits, the Supplier gives no warranty in relation to the Goods or Services provided or supplied other than as expressly set out in these terms of trade. Under no circumstances is the Supplier or any of its suppliers liable or responsible in any way to the Customer or any other person for any Loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues) as a result, direct or indirect of any defect, deficiency or discrepancy in the Goods or Services. This includes their form, content and timeliness of deliveries, failure of performance, error, omission, defect, including for and in relation to any of the following:
- any Goods or Services supplied to the Customer;
 - any delay in supply of the Goods or Services; or
 - any failure to supply the Goods or Services.
- (d) Any advice, recommendation, information, assistance or service given by the Supplier in relation to Goods or Services or both, is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty or accuracy, appropriateness or reliability. The Supplier does not accept any liability or responsibility for any Loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance or service.
- (e) To the fullest extent permissible at law, the Supplier is not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide Goods or Services, or otherwise arising out of the provision of Goods or the Services, whether based on terms of trade, negligence, strict liability or otherwise, even if the Supplier has been advised of the possibility of damages.
- (f) The Customer acknowledges that the Goods or Services are not for personal, domestic or household purposes.
- (g) The Australian Consumer Law may give to the Customer certain guarantees. Where liability for breach of any such guarantee can be limited, the Supplier's liability (if any) arising from any breach of those guarantees is limited with respect to the supply of Goods, to the replacement or repair of the Goods or the costs of resupply or replacement of the Goods or with respect to Services to the supply of Services again or cost of re-supplying the Services again.
- (h) The Customer indemnifies and keeps indemnified the Supplier, its servants and agents in respect of any Loss, claim or demand made or action commenced by any person (including the Customer) against the Supplier or, for which the Supplier is liable, in connection with any Loss arising from or incidental to the provision of Goods or Services, any Order or the subject matter of these terms of trade. This provision remains in force after the termination of these terms of trade.

13 Force majeure

- If circumstances beyond the Supplier's reasonable control prevent or hinder its provision of the Goods or Services, the Supplier is free from any obligation to provide the Goods or Services while those circumstances continue. The Supplier may elect to terminate this agreement or keep the agreement on foot until such circumstances have ceased.
- Circumstances beyond the Supplier's control include, but are not limited to, pandemics (including without limitation the Covid 19 pandemic), unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

14 Privacy

- (a) The Customer accepts and acknowledges that the Supplier hereby may disclose information obtained in the course of its relationship with the Customer to a credit reporting agency and may obtain any information from credit reporting agencies the Supplier considers desirable.
- (b) The Supplier may collect, use and disclose personal information relating to the Customer and any of the Customer's associates in accordance with the Supplier's privacy policy, a copy of which is available on request.

15 OHS

- (a) Our employees have been trained to performance Test and Tagging. For OH&S issues, if an electric power cable arrives in our workshop without a valid tag certifying the electric power cable, our employees will be test and tagging for a price.
- (b) The Supplier is not responsible for external power cables handling and operations.
- (c) the Supplier's employees will just work with cleaned and safe equipment. Customer must keep their equipment safe of hazards.

16 Miscellaneous

- (a) These terms of trade are governed by the laws of New South Wales and the Customer irrevocably submits to the non-exclusive jurisdiction of the courts of that state or such other state or territory within Australia that the Supplier in its sole discretion may select to commence proceedings in respect to any matter in connection with these terms of trade or the Goods or Services.
- (b) To the extent the law permits:
- these terms of trade and any Quotes and written variations agreed to in writing by the Supplier represent the whole agreement between the parties relating to the subject matter of these terms;
 - these terms of trade supersede all oral and written negotiations and communications by and on behalf of either of the parties;
 - in entering into these terms of trade, the Customer has not relied on any warranty, representation or statement, whether oral or written, made by the Supplier or any of its employees or agents relating to or in connection with the subject matter of these terms of trade; and
 - no term or condition forming part of these terms of trade will be construed adversely to a party solely on the ground that the party was responsible for the preparation of these terms of trade or that provision.
- (c) If any provision of these terms of trade at any time is or becomes void, voidable or unenforceable (Void Term), then the fewest number of the following provisions will apply to that Void Term with the intent to make it enforceable:
- the Void Term shall be interpreted as if it contained the words "to the extent permitted by law" implied into term,
 - if the Void Term imposes liability on the Customer, then the Customer shall only be liable to the extent that the Customer caused or contributed to the liability;
 - if the Void Term releases the Supplier from any legal obligation, the Supplier will still be liable to perform that obligation to the extent the Supplier either caused or contributed to the event giving rise to the obligation or breached these terms of trade;
 - if the Void Term grants the Supplier rights that exceed what is reasonable in the circumstances then the Supplier's rights will be limited to what is reasonably necessary to protect the Supplier's interests, and if any combination of the above does not cure any invalidity or unenforceability in any part of the terms of trade, then these terms of trade do not include it and the remaining provisions will continue to have full force and effect.
- (d) The Supplier has the right to assign and transfer to any person all or any of its title, estate, interest, benefit, rights, duties and obligations arising in, under or from these terms of trade provided that the assignee agrees to assume any duties and obligations of the Supplier owed to the Customer under these terms of trade. The Customer is not to assign, or purport to assign, any of its obligations or rights under these terms of trade without the prior written consent of the Supplier.
- (e) The Customer agrees that the Supplier may at any time appoint or engage an agent to perform an obligation of the Supplier arising out of or pursuant to these terms of trade.
- (f) The Supplier's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (g) The variation or waiver of a provision of these terms or the Supplier's consent to a departure from a provision by another party is ineffective unless in writing signed by the Supplier.
- (h) A notice or other communication required or permitted to be given by one party to another must be in writing to the address shown on a Quote (or as varied pursuant to this paragraph) and delivered personally, sent by pre-paid mail to the address of the addressee specified in the relevant Quote; sent by fax to the fax number of the addressee specified in the relevant Quote, with acknowledgement of receipt from the facsimile machine of the addressee or sent by email to the email address of the addressee specified in the relevant Quote with acknowledgement of delivery.
- (i) A notice or other communication is taken to have been given (unless otherwise proved) if mailed, on the second Business Day after posting; or if sent by fax or email before 4 pm one Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- (j) A party may only change its postal or email address or fax number for service by giving notice of that change in writing to the other party.
- (k) Any documents forming part of these terms of trade (including any Order) may be executed (either by original signature or by facsimile) in any number of counterparts each of which will be deemed an original but such counterparts together will constitute one and the same instrument.

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