

TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms and Conditions:

‘Additional Charge’ means:

- (a) 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
- (b) expenses incurred by the Supplier, at the Customer's request or reasonably required as a result of the Customer's conduct.

‘Business Day’ means a day that is not a Saturday, Sunday or public holiday in the place where the Services are principally being carried out or the Goods provided.

‘Customer’ means the person identified on a Quote or Order as the customer and includes the Customer's agents and permitted assigns.

‘Goods’ means any goods supplied by the Supplier including those supplied in the course of providing Services.

‘Intellectual Property Rights’ means intellectual property rights at any time protected by statute or common law, including copyright, trade marks, patents and registered designs.

‘Loss’ includes, but is not limited to, costs (including, but not limited to, party to party legal costs and the Supplier's legal costs), expenses, lost profits, award of damages, personal injury and property damage.

‘Manufacturer’ means the individual or body who produces, processes and/or assembles the materials used by the Supplier to create the Goods and undertake the Services.

‘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.

‘PPS Law’ means:

- (a) the *Personal Property Securities Act 2009* (Cth) (PPS Act) and any regulation made at any time under the PPS Act (each as amended from time to time); and
- (b) any amendment made at any time to any other legislation as a consequence of a PPS Law.

‘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.

‘Services’ means the services to be provided by the Supplier to the Customer in accordance with a Quote and these Terms and Conditions.

‘Supplier’ means AR Building Solutions Pty Ltd trading as ‘Regen Building Solutions’.

1.2 Interpretation

In these Terms and Conditions, 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 and Conditions;
- (d) a reference to a party to these Terms and Conditions or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (e) an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (f) headings are for ease of reference only and do not affect the meaning or interpretation of these Terms and Conditions; 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 ENGAGEMENT OF THE SUPPLIER

- (a) These Terms and Conditions apply to all transactions between the Customer and the Supplier relating to the provision of Goods and Services, including all quotations, contracts and variations. These Terms and Conditions take precedence over Terms and Conditions contained in any document of the Customer or elsewhere.
- (b) The variation or waiver of a provision of these terms or a party's consent to a departure from a

provision by another party is ineffective unless in writing signed by the parties.

- (c) 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 and/or packaging of the Goods.
- (c) Unless otherwise stated all prices quoted by the Supplier are exclusive of Goods and Services Tax (GST).
- (d) 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 instructions to the Supplier.
- (e) 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 by completing an Order form and returning the form to the Supplier.
- (f) 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 and Conditions.
- (g) 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 on the Supplier's standard Order form (unless otherwise agreed).
- (b) An Order will not be placed by the Customer unless 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 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.
- (d) Placement of an Order by the Customer signifies acceptance by the Customer of these Terms and Conditions and the most recent Quote.
- (e) The Supplier may in its absolute discretion refuse to provide Goods or Services where:
 - (i) Goods are unavailable for any reason whatsoever;
 - (ii) credit limits cannot be agreed upon or have been exceeded; or
 - (iii) 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) If a Customer wishes to cancel an Order, they must do so by providing written notice to 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, including, but 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 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 and/or Services.

- (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.

overdue amounts owed by the Customer to the Supplier, calculated daily.

- (h) All 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 and Conditions.

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) upon completion of the Goods or Services but prior to delivery of the Goods, 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.
- (b) The amount payable in an invoice is as per the Quote and any Additional Charges.
- (c) The Customer must pay an invoice issued by the Supplier to the Supplier within the terms set out in the Quote and valid tax invoice issued to the Customer.
- (d) If any invoice is due but unpaid, the Supplier may suspend delivery of any Goods and 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 and Conditions, 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 annum on all

- (i) The Customer and the Supplier agree to comply with their obligations in relation to GST under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other applicable legislation governing GST.

7 ADDITIONAL CHARGES

- (a) The Supplier may require the Customer to pay Additional Charges in respect of 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 cancellation by the Customer of an Order where cancellation results in Loss of the Supplier, or any other occurrence which causes the Supplier to incur costs in respect of the Customer's Order additional to the quoted cost.

8 PACKING

The cost of any special packing and packing materials used in relation to the Goods are at the Customer's expense.

9 DELIVERY

- (a) The cost of delivery is at the Customer's own expense.
- (b) The delivery times made known to the Customer are estimates only and the Supplier is not liable for late delivery or non-delivery.
- (c) The Supplier will not be liable for any loss, damage or delay occasioned to the Customer or its consumers arising from late or non-delivery or late delivery of the Goods.
- (d) The Supplier will not be liable for any loss or damage sustained as a result of the loading, transport, delivery or unloading of the Goods at the Customer's location.

10 ACCEPTANCE OF GOODS

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. Nothing in this paragraph affects the Customer's rights for any alleged failure of a guarantee under the Australian Consumer Law.

11 TITLE AND RISK

- (a) Risk in Goods passes to the Customer immediately upon dispatch of the Goods by the Supplier.
- (b) The Supplier bears no responsibility for the shipping of the Goods and the Goods may not be shipped without evidence of the appropriate insurance being taken out by the Customer.
- (c) The Supplier is not responsible to the Customer or any person claiming through the Supplier for any loss or damage to Goods in transit caused by any event of any kind or by any person (whether or not the Supplier is legally responsible for the actions of that person).
- (d) Property in Goods supplied to the Customer pursuant to these Terms and Conditions 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.
- (e) If:
 - (i) a PPS Law applies or commences to apply to these Terms and Conditions or any transaction contemplated by them, or the Supplier determines (based on legal advice) that this is the case; and
 - (ii) in the Supplier's opinion, the PPS Law:
 - (A) does or will adversely affect the Supplier's security position or obligations; or
 - (B) enables or would enable the Supplier's security position to be improved without adversely affecting the Customer,
 the Supplier may give notice to the Customer requiring the Customer to do anything (including amending these Terms and Conditions or execute any new Terms and Conditions) that in the Supplier's opinion is necessary, to the maximum possible extent, to overcome the circumstances contemplated in paragraph (ii)(A) or improve the

security position as contemplated in paragraph (ii)(B). The Customer must comply with the requirements of that notice within the time specified in the notice. If having completed everything reasonably practicable as required under this paragraph, in the Supplier's opinion the Supplier's security position or obligations under or in connection with these Terms and Conditions have been or will be materially adversely affected, the Supplier may by further notice to the Customer cancel these Terms and Conditions, in which case the Customer must pay to the Supplier any money owed to the Supplier by the Customer immediately.

12 INTELLECTUAL PROPERTY RIGHTS

Unless specifically agreed in writing between the Supplier and the Customer, all Intellectual Property Rights in the works created by the Supplier on behalf of the Customer vest in and remain the property of the Supplier.

13 AGENCY AND ASSIGNMENT

- (a) 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 and Conditions.
- (b) The Customer acknowledges that the Supplier may, with the consent of the Customer, assign or transfer its title, 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.
- (c) The Customer is not to assign, or purport to assign, any of its obligations or rights under these Terms and Conditions without the prior written consent of the Supplier.

14 DEFAULT BY CUSTOMER

- (a) Each of the following occurrences constitutes an event of default:
 - (i) a party breaches or is alleged to have breached these Terms and Conditions for any reason (including, but not limited to, defaulting on any payment due under these Terms and Conditions) and fails to remedy that breach within 14 days of being given notice by the other party to do so;
 - (ii) a party, being a natural person, commits an act of bankruptcy;

- (iii) a party, being a corporation, is subject to:
 - (A) a petition being presented, an order being made or a meeting being called to consider a resolution for the party to be wound up, deregistered or dissolved;
 - (B) 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 party's property and undertaking;
 - (C) the entering of a scheme of arrangement (other than for the purpose of restructuring);
 - (D) any assignment for the benefit of creditors;
 - (iv) a party purports to assign its rights under these Terms and Conditions without the other party's prior written consent;
 - (v) a party ceases or threatens to cease conduct of its business in the normal manner.
- (b) Where an event of default occurs the Customer may:
- (i) terminate these Terms and Conditions;
 - (ii) terminate any or all orders and credit arrangements (if any) with the Supplier;
 - (iii) refuse to pay any of the Supplier's outstanding invoices until the breach is remedied by the Supplier, if the breach is capable of being remedied.
- (c) Where an event of default occurs, except where payment in full has been received by the Supplier, the Supplier may:
- (i) terminate these Terms and Conditions;
 - (ii) terminate any or all Orders and credit arrangements (if any) with the Customer;
 - (iii) refuse to deliver Goods or provide further Services;
 - (iv) repossess and re-sell any Goods delivered to the Customer, the payment for which has not been received; or
 - (v) retain (where applicable) all money paid on account of Goods or Services or otherwise.
- (d) In addition to any action permitted to be taken by the Supplier under paragraph (c), on the occurrence of an event of default on the part of the Customer all invoices will become immediately due and payable.

15 TERMINATION

In addition to the express rights of termination provided in these Terms and Conditions, a party may terminate these Terms and Conditions by giving 14 days written notice to the other party.

16 EXCLUSIONS AND LIMITATION OF LIABILITY

- (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 and Conditions 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) The Supplier may, at its discretion, provide product warranties for particular Goods from time to time. Any such product warranty will be contained in a separate document to these Terms and Conditions.
- (d) Any advice, recommendation, information, assistance or service given by the Supplier in relation to Goods and/or Services is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but 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 damages whatsoever 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.
- (f) 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.

- (g) Any claim by the Customer as to insufficient performance or breach of the Terms and Conditions must be made to the Company in writing within seven days of delivery. If the Customer considers that it has any other claim against the Supplier, it must:
- (i) give written notice to the Supplier of the nature of the claim immediately upon becoming aware of the circumstances which give rise to the claim; and
 - (ii) allow the Supplier, its servant and agents full and free access to the goods in relation to which the claim is made to inspect and test the goods in any manner which the Supplier may reasonably require to determine whether the claim is justified or not.

17 ACKNOWLEDGEMENT OF MANUFACTURE

- (a) The Customer acknowledges that the Supplier may not be the manufacturer of the materials used to produce the Goods.
- (b) The guarantee of the Manufacturer is accepted by the Customer. The Supplier agrees to assign to the Customer on request made by the Customer the benefit of any warranty or entitlement that the Manufacturer has granted to the Supplier under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.

18 CREDIT

- (a) This clause 18 applies in relation to any credit facility provided by the Supplier to the Customer (Credit Facility).
- (b) The Customer acknowledges and agrees any Credit Facility provided by the Supplier to the Customer from time to time is to be applied wholly for commercial purposes.
- (c) The Customer undertakes to comply with any request by the Supplier to provide further information for the purpose of assessing the Customer's creditworthiness, including completing an updated credit application.
- (d) If the Customer is a corporation, the Applicant:
 - (i) warrants that all of its directors have or will enter into a guarantee and indemnity with the Supplier in relation to the Customer's obligations to the Supplier; and
 - (ii) (with the exception of a publically listed company) must advise the Supplier of any

alternation to its corporate structure, including but not limited to changing directors, shareholders or its constitution. In the case of a change of directors and/or shareholders, the Supplier reserves the right to ask for new guarantors to sign a guarantee and indemnity.

- (e) If the Customer is a trustee of a trust, the Customer warrants to the Supplier that the Customer:
 - (i) accepts these Terms and Conditions in both its capacity as trustee and in its personal capacity and will provide the Supplier with a copy of the trustee deed upon request;
 - (ii) has the right to be indemnified out of trust assets;
 - (iii) has the power under the trust deed to accept these Terms and Conditions; and
 - (iv) will not retire as trustee of the trust or appoint an new or additional trustee without first advising the Supplier.
- (f) If the Customer is a partnership, the Customer warrants to the Supplier that the partners:
 - (i) accept these Terms and Conditions;
 - (ii) will enter into a guarantee and indemnity with the Supplier in relation to the Customer's obligations to the Supplier; and
 - (iii) will not alter the partnership, including but not limited to adding or removing partners or altering its partnership agreement, without first advising the Supplier. In the case of change of partners, the Supplier may ask for any new partners to sign a guarantee and indemnity.
- (g) The Supplier will send the Customer a monthly statement for the Customer's account. The Supplier may not send a statement if:
 - (i) no amounts have been debited or credited to the Customer's account during the statement period and the amount outstanding is below \$10;
 - (ii) no amount was debited or credited to your account and we wrote off your debt during the statement period; or
 - (iii) the Customer has been in default under these Terms and Conditions for at least 120 days and the Supplier has cancelled the Credit Facility before the statement period started and the Supplier did not provide further credit to the Customer during the statement period.
- (h) The Customer acknowledges and agrees that the Credit Facility creates a security interest in favour of the Supplier regarding all Goods supplied by the Supplier to the Customer (Security Interest).

The Customer further acknowledges and agrees that:

- (i) the Supplier may, without providing notice to the Customer, apply to register the Supplier's Security Interest pursuant to the PPS Law;
 - (ii) the Supplier is not required to disclose to an interested person information regarding the Supplier's Security Interest unless required to do so by law and that this clause constitutes a confidentiality agreement for the purposes of section 275(6) of the *Personal Property Securities Act 2009* (Cth);
 - (iii) upon the Supplier's request, the Customer will promptly sign any documents, provide any further information and do anything else reasonably required by the Supplier to enable perfection of the Supplier's Security Interest or any other registration under the PPS Law;
 - (iv) the Customer will not register a financing statement or financing change statement or make a demand to alter the financing statement pursuant to section 178 of the *Personal Property Securities Act 2009* (Cth) in respect of the goods without the Supplier's prior written consent;
 - (v) the Customer will not grant any other security interest or any lien over the goods; and
 - (vi) the Customer will give the Supplier not less than 14 days written notice of any proposed change in the Customer's name or contact details.
- (i) The Supplier continuing to provide credit shall be conditional on the Supplier being satisfied of the Customer's ability to pay and comply with these Terms and Conditions. If the Supplier ceases to be so satisfied, it may suspend or terminate further deliveries and credit and shall not be liable in any way for any resulting claim, damage, costs or expenses arising.
- (j) At any time and for any reason the Supplier may do each of the following or both:
- (i) demand the Customer repay the whole or part of the balance of the Credit Facility and all other amounts the Customer owes to the Supplier; and
 - (ii) cancel the Credit Facility.
- The Customer must repay in full the amount the Supplier demand at the time the Supplier specifies in the demand.
- (k) In the event of a breach of these Terms and Conditions, the Customer shall be liable to pay the Supplier any reasonable expenses incurred in enforcing these Terms and Conditions or the Security Interest including but not limited to the following:

- (i) in the case of a mortgage, expenses incurred in preserving and maintaining the property such as insurance, rates and taxes for the property; and
- (ii) the use of the Supplier's staff and facilities.

19 INDEMNITY

Force majeure

- (a) If circumstances beyond the Supplier's 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.
- (b) Circumstances beyond the Supplier's control include, but are not limited to, 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.

Dispute resolution

- (c) If a dispute arises between the Customer and the Supplier, the following procedure applies:
 - (i) A party may give another party a notice of the dispute and the dispute must be dealt with in accordance with the procedure set out in this paragraph.
 - (ii) A party must not commence legal proceedings (except proceedings seeking interlocutory relief) in respect of a dispute unless the dispute has been referred for resolution in accordance with this paragraph.
 - (iii) A party must not oppose any application for a stay of any legal proceedings that may be issued in respect of a dispute pending the completion or termination of the procedure set out in this paragraph.
- (d) If a dispute is notified, the dispute must immediately be referred to the parties' respective senior management. Those representatives must endeavour to resolve the dispute as soon as possible and in any event within 5 Business Days (or other period as agreed).
- (e) Unless otherwise agreed by the parties, any dispute that cannot be settled by negotiation between the parties or their representatives the parties expressly agree to endeavour to settle the dispute by mediation administered by the Australian Disputes Centre (ADC) before having recourse to arbitration or litigation. The mediation

must be conducted in accordance with the ADC Guidelines for Commercial Mediation which are operating at the time the matter is referred to ADC. The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of the Guidelines are incorporated into these Terms and Conditions.

- (f) Notwithstanding the existence of a dispute (including the referral of the dispute to mediation), each party must continue to perform its obligations under these Terms and Conditions.
- (g) The parties must hold confidential, unless otherwise required by law or at the direction of a court of competent jurisdiction, all information relating to the subject matter of the dispute that is disclosed during or for the purposes of dispute resolution. The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this procedure is to attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process for any purpose other than an attempt to settle the dispute between the parties.
- (h) Paragraphs 19(c),(d),(e),(g) and (h) survive the termination of these Terms and Conditions.

20 PRIVACY

- (a) The Supplier may need to collect personal and business information about the Customer and its employees, agents, directors and/or partners ('Information'). The Customer consents to the Supplier using the Information in order to:
 - (i) fulfil functions associated with these Terms and Conditions and any credit arrangement entered into between the Supplier and the Customer, including but not limited to assessing the Customer and any guarantors of the Customer's, credit worthiness;
 - (ii) provide Goods and/or Services to the Customer;
 - (iii) enter into contracts or deeds with the Customer or third parties;
 - (iv) maintain a client relationship with the Customer.
- (b) The Customer also consents to the Supplier disclosing the Customer's Information:
 - (i) to any credit provider or credit reporting agency for the purposes of obtaining information about the Customer's consumer or commercial credit or business history or

- the Customer's commercial activities or credit worthiness; and
- (ii) to the Supplier's credit providers, contractors or other affiliated companies from time to time.

- (c) The Customer has the right to access the Information the Supplier holds about the Customer.

21 OTHER MATTERS

- (a) These Terms and Conditions are governed by the laws of the State of South Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of such state.
- (b) These Terms and Conditions 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 (apart from any other rights afforded to the Customer by law).
- (c) These Terms and Conditions supersede all oral and written negotiations and communications by and on behalf of either of the parties.
- (d) In entering into these Terms and Conditions, 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 and Conditions.
- (e) If any provision of these Terms and Conditions at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.
- (f) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (g) Should any part of these Terms and Conditions be held to be void or unlawful, these Terms and Conditions will be read and enforced as if the void or unlawful provisions have been deleted.
- (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 facsimile transmission to the facsimile number of the addressee specified in the relevant Quote, with acknowledgment 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 facsimile or e-mail 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.