



## Standard Terms and Trading Conditions

### 1. Interpretation

In these terms

- 1.1 **"Claim"** means any claim, action, demand or proceeding however arising (including under contract, statute, common law, or equity).
- 1.2 **"Contract"** means any contract entered into between the Supplier and the Customer for the supply of Products when the Supplier accepts purchase orders submitted by the Customer whether verbal, written or electronic and these terms and conditions apply to and form part of the entire agreement between the Supplier and the Customer.
- 1.3 **"Corporations Act"** means the *Corporations Act 2001* (Cth).
- 1.4 **"Customer"** means the person/s, any person/s acting on behalf of and with the authority of the Customer, company, body corporate or any other entity together with any Related Entity, Related Body Corporate or Associate requesting Supplier to provide the Products as specified in any quotation, proposal, purchase order, invoice, or other documentation; and
  - a. if there is more than one Customer, is a reference to each Customer jointly and severally; and
  - b. if the Customer is a partnership, it shall bind each partner jointly and severally; and
  - c. if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
  - d. includes the Customer's executors, administrators, successors and permitted assigns.
- 1.5 **"Force Majeure"** means an act, omission, or circumstance over which the Supplier could not reasonably have control.
- 1.6 **"GST"** has the meaning given to it in the GST Act.
- 1.7 **"GST Act"** means the "A New Tax System (Products and Services Tax) Act 1999" (Cth).
- 1.8 **"Insolvency Event"** means:
  - a. a controller (as defined in section 9 of the Corporations Act), administrator or similar officer is appointed in respect of a person or any asset of a person;
  - b. a liquidator or provisional liquidator is appointed in respect of a person;
  - c. any application (that is not withdrawn or dismissed within seven days is made to a court for an order, or an order is made, or a meeting is convened or a resolution is passed, for the purpose of (i) appointing a person referred to in paragraph i) or ii) of this definition; [ii] winding up or deregistering a person; or (iii) proposing or implementing a scheme of arrangement of a person, other than with the prior approval of the Agent under a scheme of arrangement pursuant to Part 5.1 of the Corporations Act;
  - d. any action, proceedings, procedure, or step is taken for the purpose of implementing or agreeing (i) a moratorium of any indebtedness of a person; (ii) any other composition, compromise, assignment or arrangement with any creditor or creditors of a person; or (iii) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of its creditors or a trustee;

- e. any event occurs in relation to a person in any jurisdiction that is analogous, or has a substantially similar effect, to those set out in subclauses 1.8(a)-(e) of this definition (inclusive); or
- f. a person is or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts.

1.9 **"Loss"** includes (without limitation) the following, whether direct or indirect, special, or consequential in nature:

- a. loss, damage, costs (including legal costs on a solicitor and own client basis), action or expense of any kind; and
- b. to the extent not covered in the preceding subclause, loss of profits, opportunity, use, revenue, goodwill, bargain, production, sales turnover, income, reputation (or damage to it), employment, corruption or destruction of data, customers, loss relating to or in connection with any other contract, business or anticipated savings, reduction in value, any delay or financing costs or increase in operating costs, or any other financial or economic loss; and
- c. anything referred to in the preceding subclauses relating to or arising out of or in connection with:
  - i. personal injury (including death or disease) to the Customer;
  - ii. personal injury (including death or disease) to any third party; or
  - iii. loss of or damage to the property of Supplier, the Customer or any third party;
  - iv. a breach or non-compliance by Supplier or the Customer with any law.

1.10 **"Party"** means the Supplier and/or the Customer.

1.11 **"Price"** means the purchase price payable (plus any GST where applicable) by the Customer for the Products as stipulated on the official website of the Supplier or in a Quote to the Customer by the Supplier.

1.12 **"Products"** includes, but is not limited to, glass and glass products including doors, windows, splash backs, mirrors, shower screens, glass roofs, glass fencing, glass walls, film and any other associated equipment or hardware and parts therefore, as described on the Supplier's quotes, tax invoices and other documents supplied to the Customer, including, where applicable, any installation work.

1.13 **"Quote"** means any quote issued by the Supplier to the Customer in respect of the sale of the Products to the Customer which quote is deemed to incorporate these terms.

1.14 **"Site"** means the place where the Supplier's work will be carried out.

1.15 **"Supplier"** means Alpine Glass Pty. Limited ACN 050 058 636.

1.16 **"Tax Invoice"** has the same meaning as in the GST Act.

1.17 **"Terms"** means these Standard Terms and Trading Conditions.

1.18 **"Work"** means any work undertaken by the Supplier for the Customer pursuant to a Quote, including, but necessarily limited to, installation of the Products.

In these Terms unless inconsistent with the context or subject matter:

- a. References to a party to any agreement or document include that party's permitted assignees and successors, including executors and administrators and legal representatives;
- b. Words denoting the singular include the plural and words denoting the plural include the singular.
- c. Words denoting any gender include all genders.
- d. The word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association, and any Government Agency.
- e. Any promise, agreement, representation, or warranty given or entered into on the part of two or more persons binds them jointly and each of them severally.
- f. Any promise, agreement, representation, or warranty given or entered into on the part of two or

- more persons is for the benefit of them jointly and each of them severally.
- g. No provision of these Terms will be construed adversely to a party because that party was responsible for the preparation of that provision or these Terms.
  - h. If a period of time begins on a given day or the day of an act or event, it is to be calculated exclusive of that day.
  - i. A reference to time is a reference to time in the capital city of the State;
  - j. A reference to a day is a reference to a day in the capital city of the State.
  - k. A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
  - l. If any act is required to be performed under these Terms on or by a specified day and that day is not a business day, the act must be performed on or by the next business day.
  - m. A reference to an amount of dollars, Australian dollars, \$ or A\$ is a reference to the lawful currency of the Commonwealth of Australia, unless the amount is specifically denominated in another currency.
  - n. Where these Terms are agreed on behalf of a party by an attorney, the attorney by executing it declares that the attorney has no notice of revocation of the power of attorney.
  - o. A reference to writing or written includes email.
  - p. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

## **2. Acceptance and application of Terms**

- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by the Terms, including any Quote, if:
  - a. the Customer returns a signed copy of these Terms to the Supplier;
  - b. the Customer instructs the Supplier to proceed with the sale and/or supply of any Products;
  - c. the Customer pays any amount to the Supplier in respect of the Products; or
  - d. the Customer indicates that they accept the Quote in any way.
- 2.2 These Terms may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Supplier.
- 2.3 The Supplier and the Customer agree that the Supplier will supply the Products to the Customer on the terms and conditions contained in these Terms and that these Terms apply to all Products provided by the Supplier to the Customer at any time following the time when these Terms become binding on the Customer.
- 2.4 These Terms may be updated by the Supplier at any time; however, any changes will not apply retrospectively.

## **3. Authorised Representatives**

- 3.1 The Customer agrees that, should the Customer introduce any third party to the Supplier as the Customer's duly authorised representative, once introduced that person shall have the full authority of the Customer to instruct or order any Products on the Customer's behalf (such authority to continue until all requested Products have been supplied or the Customer otherwise notifies the Supplier in writing that said person is no longer the Customer's duly authorised representative).
- 3.2 If the Customer's duly authorised representative is to have only limited authority to act on the Customer's behalf, then the Customer must specifically and clearly advise the Supplier in writing of the parameters of the limited authority granted to their representative.
- 3.3 The Customer specifically acknowledges and accepts that they will be solely liable to the Supplier for all additional costs incurred by the Supplier (including the Supplier's profit margin) in providing any Products requested by the Customer's duly authorised representative (subject always to the

limitations imposed under this clause (if any).

#### **4. Customer Obligations**

4.1 The Customer agrees that it shall, where applicable:

- a. provide the Supplier with all requested and necessary information and details, including but not limited to, measurements, plans, specifications and drawings;
- b. indemnify the Supplier for any extra cost, loss or damage for any variation in price caused by inaccurate information provided to the Supplier;
- c. indemnify the Supplier for the cost of the Products if the Supplier orders the Products based upon the inaccurate information and those Products are not suitable for the work; and
- d. be responsible to obtain all necessary and required permits, approvals, and certificates.

#### **5. Quotes, Price, and payment**

5.1 When the Customer wishes to purchase Products from the Supplier it may submit a written purchase order in the form and manner required by the Supplier from time to time, or it may place an order through any web-based order management platform, or by contacting the Supplier's sales team.

5.2 The Supplier shall provide a quote to the Customer, which will specify the Products to be supplied and the Price. All quotes are valid for 30 days from date of Quote unless specified otherwise in writing by the Supplier. The Supplier reserves the right to amend a Quote for any reason, including changes in the price of raw materials.

5.3 For any Quote that contains supply and installation of the Products, the Supplier shall request a deposit from the Customer, as specified in the Quote.

5.4 For supply of Products only (i.e. no installation) the Supplier may require payment in full when the Customer accepts the Quote.

5.5 The Supplier may require a deposit from the Customer. If a deposit is required, the Supplier is under no obligation to commence work until the deposit funds are received.

5.6 A Quote may be subject to final measurements and a consult on Site.

5.7 The Customer shall accept the Quote by signing and returning a copy of the Quote. The Customer can return the copy of the signed Quote by email (scan), or any other acceptable method of electronic communication and these methods will be accepted by the Supplier and binding upon the Customer.

5.8 The Supplier need not commence work until the Quote has been accepted in writing by the Customer, and the required deposit or payment made to the Supplier.

5.9 The Customer warrants that it has not relied on any representation by the Supplier other than as supplied in writing in the Quote.

5.10 The Supplier shall not be liable for any losses caused, either directly or indirectly, by any delay of the Supplier in supplying the Products to the Customer.

5.11 Quotes provided by the Customer do not include nor allow for any of the following, where applicable:

- a. Structural support or preparatory works;
- b. Scaffolding or lifting equipment;
- c. Zoning certificates;
- d. Building permits or certificates; or
- e. Council permits for any requirement, including but not limited to, footpath closures and works conducted
- f. outside of normal working hours.

- 5.12 The Supplier reserves the right to change the Price, even after the Customer has accepted a Quote or instructed the Supplier to supply the Products, if:
- a. variations to the Products are requested by the Customer (including the specifications of any Products); and
  - b. additional Products are requested by the Customer exceeding the Products included in the Quote or in any purchase order; and
  - c. there is any variation to the Supplier's cost of labour or inaccurate documentation provided by the Customer.
- 5.13 The Customer must pay the Supplier the total amount set out in the Supplier's invoice and within the time stated on the Supplier's invoice, Quote, or any other order forms. If no time is stated, then payment is due seven (7) days following the date of the invoice.
- 5.14 If a dispute arises or a Claim made for unpaid Products, then the provisions of the Building and Construction Industry Security of Payment Act 1999 may apply.
- 5.15 The Customer shall pay to the Supplier all costs, expenses or losses incurred as a result of the Customer's failure to pay all sums outstanding by the due date for payment. Without limiting the generality of the foregoing these costs include any costs incurred by the Supplier in collecting the debt using the services of a third-party debt collection agency or solicitor, and any subsequent legal costs incurred in taking legal proceedings and enforcing judgment on a solicitor/client basis.
- 5.16 Payment may be made by cash, bank cheque, electronic/on-line banking, eftpos, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and the Supplier.
- 5.17 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.
- 5.18 If payment is not made in accordance with this clause, the Supplier may (without limitation to its other rights):
- a. require the Customer to pay the Supplier interest on all outstanding monies from the due date until the date of payment at the rate of 10% per annum accruing daily; and/or
  - b. stop the Customer's credit (where applicable) if their account is overdue and not accept any further orders until such time as the Customer pays any outstanding amount in full; and/or
  - c. demand payment and all money payable under these Terms or any Quote to the Supplier shall immediately become due and payable.

## **6. Processing and delivery**

- 6.1 The Customer's order will be processed within a reasonable time after receipt of the Customer's order or acceptance of any Quote.
- 6.2 Where required, delivery of the Products shall be made to the Customer's nominated address, and the Customer shall make all necessary arrangements to take safe delivery. The Customer may nominate a third-party address for delivery of Products, and in that case, delivery to that third party is deemed delivery to the Customer for the purpose of the Terms.
- 6.3 The Supplier is deemed to have satisfied its delivery obligations upon delivering the Products and obtaining from the person at the delivery address nominated by the Customer a receipt or a signed delivery docket. By signing a receipt or delivery docket the Customer warrants that the Products were delivered undamaged, in proper quantities and in good condition.

- 6.4 The failure of the Supplier to deliver the Products shall not entitle the Customer to repudiate this agreement. The Supplier shall not be liable for any loss or damage due to the failure to deliver the Products, or part of them, promptly or at all.
- 6.5 The Customer shall indemnify the Supplier for any costs, loss or damages incurred by the Supplier should access to the Site is not available and as a consequence the Supplier is unable to deliver the Products.
- 6.6 The Supplier shall use all reasonable endeavors to meet the Customer's requested delivery date, however the Customer acknowledges and agrees that delivery dates requested by the Customer or quoted by the Supplier are indicative and approximate only, and that time is not of the essence.
- 6.7 If the Supplier is unable to supply the Products by the estimated delivery date, including without limitation because of events of force majeure or otherwise, it will promptly notify the Customer in writing of the anticipated extent and duration of the inability to supply.
- 6.8 The Supplier shall not be liable for any actual or foreseeable loss or damage whatsoever due to failure to deliver the Products (or any separate shipment of the Products) by the estimated delivery date, or at all, where the failure is due to circumstances beyond its control.
- 6.9 The Supplier is entitled to charge the Customer additional fees to cover any delay or storage needed if the Supplier attempts to deliver the Products to the Customer but cannot for any reason.

## **7. Site Access**

- 7.1 The Customer must ensure that the Supplier has clear and unimpeded access to the Site until the Work has been completed and the Supplier paid in full.
- 7.2 The Customer shall indemnify the Supplier for all additional costs, charges or penalties if the completion of the Work is delayed due to the Supplier not having clear and unimpeded access to the Site.

## **8. Retention of title**

- 8.1 Title to the Products remains with Supplier until the Supplier has been paid in full by the Customer for the Products and for all other monies owing by the Customer to the Supplier.
- 8.2 Risk in and responsibility for the Products passes to the Customer on delivery of them to the Customer which is deemed to occur when the Products leaves the Supplier's premises.
- 8.3 Until title to the Products pass to the Customer, the Customer:
- a. must hold the Products as bailee for Supplier;
  - b. must store the Products separately and in a manner so that the Products are readily identifiable; and
  - c. must ensure the Products for their full replacement value noting the interest of Supplier, and, in the event of any of the Products being damaged, destroyed or lost, any proceeds of the insurance claim must be paid to Supplier.
- 8.4 If the Customer does not pay for the Products as agreed, or a controller, administrator, liquidator, or provisional liquidator is appointed to the Customer or the Customer commits an act of bankruptcy or a similar event occurs, the Customer's right to possess, sell or otherwise deal with the Products or collect sale proceeds of the Products ceases and the Supplier may enter on the Customer's premises and take possession of the Products.
- 8.5 The Supplier may resell the Products which it repossesses on any terms and as it sees fit and may apply the proceeds to repay any debt the Customer owes the Supplier.
- 8.6 If the Products are mixed or combined with other Products, the Supplier is given ownership of the

mixed or combined items to sell and to recover the money owing to it.

## **9. Standards of Work and Product Guidelines**

- 9.1 All standard clear float glass contains a green hue, which may affect the colour appearance of the finished product.
- 9.2 All toughened glass has an allowable acceptable tolerance of between 1mm and 3mm.
- 9.3 The Supplier will clean glass to a trade clean standard, not a commercially clean standard.
- 9.4 The Supplier may, in its absolute discretion, change the product information data on any product and may use an equivalent generic product.
- 9.5 The Customer acknowledges that shower screens are not entirely waterproof. All shower screen styles provided by the Supplier are designed to be water resistant, and its effectiveness will depend on the style of the shower screen.
- 9.6 The Supplier shall not be liable for any defects to tiles or walls in the process of removing your shower screen.

## **10. Defects and returns**

- 10.1 Returns of Products will only be accepted on condition that:
  - a. The Customer inspects the Products on delivery and, within 48 hours of delivery, notifies the Supplier in writing of any alleged defect, shortage in quantity, damage or inconsistency with the description or the Quote;
  - b. The Products are defective; and
  - c. The Products are made available for return within 7 days of the delivery date, including by allowing access to the Site.
- 10.2 The Supplier is not liable for Products which have not been stored by the Customer in a proper manner.

## **11. Limitation of Liability**

- 11.1 To the maximum extent permitted by law (including Part 3-2 of the Australian Consumer Law), the Supplier limits its liability to the Customer in respect of any Claim relating to the Products it provides to the Customer.
- 11.2 Except for those statutory guarantees that apply under the Australian Consumer Law, the Supplier excludes all express or implied warranties or representations about the Products.
- 11.3 Except as provided for in clause 11.1, the Supplier is not liable to the Customer for any Claim in relation to lost profits or savings or any indirect or consequential losses.
- 11.4 Neither the Customer or the Supplier are liable to the other for any failure to perform an obligation under these Terms (other than the payment of money) where we are prevented from performing because of an act of God, natural disaster, terrorism, war, or any other occurrence beyond the relevant party's reasonable control.

## **12. GST**

- 12.1 Unless otherwise stated, the Price does not include GST and the Customer must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by Supplier under these Terms or any other agreement for the sale of the Products.

12.2 The Customer must pay GST, without deduction or set off any other amounts, at the same time and on the same basis as the Customer pays the Price.

### **13. Compliance with laws**

13.1 The Customer and the Supplier shall comply with all statutes, regulations, codes, and bylaws of government, local and other public authorities that may be applicable to the supply of the Products.

13.2 The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the use and installation of the Products.

### **14. Security and Charge**

14.1 In consideration of the Supplier agreeing to supply the Products, the Customer charges all its rights, title, and interest (whether joint or several) in any land, realty, or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these Terms (including, but not limited to, the payment of any money).

14.2 In the event of default under these Terms by the Customer, the Customer indemnifies the Supplier from and against all Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.

14.3 The Customer irrevocably appoints Supplier and each director of Supplier as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause including, but not limited to, signing any document on the Customer's behalf.

### **15. Personal Property Securities Act 2009 ("PPSA")**

15.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

15.2 Upon assenting to these Terms in writing the Customer acknowledges and agrees that these Terms constitute a security agreement for the purposes of the PPSA and creates a security interest in all Products that have previously been supplied and that will be supplied in the future by the Supplier to the Customer.

15.3 The Customer undertakes to:

- a. promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Supplier may reasonably require to;
- b. register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
- c. register any other document required to be registered by the PPSA; or
- d. correct a defect in a statement;
- e. indemnify, and upon demand reimburse, Supplier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Products charged thereby;
- f. not register a financing change statement in respect of a security interest without the prior written consent of Supplier;
- g. not register, or permit to be registered, a financing statement or a financing change statement in



relation to the Products in favour of a third party without the prior written consent of Supplier; or

- h. immediately advise Supplier of any material change in its business practices of selling the Products which would result in a change in the nature of proceeds derived from such sales.

15.4 The Supplier and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these Terms.

15.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

15.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

15.7 Unless otherwise agreed to in writing by the Supplier, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.

15.8 The Customer must unconditionally ratify any actions taken by the Supplier under clauses 12.3 to 12.7.

15.9 Subject to any express provisions to the contrary nothing in these Terms is intended to have the effect of contracting out of any of the provisions the PPSA.

15.10 The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising its rights under this clause.

## **16. Intellectual Property**

16.1 All intellectual property owned or otherwise used by the Supplier remains the property of the Supplier.

## **17. Cancellation**

17.1 The Supplier may cancel delivery of the Products at any time before the Products are delivered by giving written notice to the Customer. On giving such notice, the Supplier shall repay to the Customer any money paid by the Customer for the Products which are cancelled. The Supplier shall not be liable for any Loss or damage whatsoever arising from such cancellation.

17.2 The Supplier may in its absolute discretion, by written notice to the Customer, immediately terminate these Terms or one or more Quotes (and shall have no liability for any Loss suffered by the Customer due to the termination):

- a. if the Customer fails to make payment of any amount due under these Terms on time or otherwise in accordance with these Terms;
- b. if the Customer suffers an Insolvency Event;
- c. if the Customer breaches these Terms or a Quote and fails to rectify the breach within 7 days of being given a notice to do so; or
- d. in the event of Force Majeure.

17.3 Upon termination of these Terms, the Customer shall be liable to pay the Supplier for all Products supplied by the Supplier up until the date of termination, and such amounts shall be a debt immediately due and owing.

17.4 If the Supplier terminates these Terms except for due to an event of Force Majeure, then the Customer will also be liable to pay the Supplier all amounts which would have otherwise been payable under the Quote had it not been terminated, and such amount shall be a debt immediately due and owing.

17.5 The Customer may not cancel the Products except where expressly permitted by these Terms.

## **18. Disputes**

18.1 In the event of a genuine dispute, the Supplier will attempt to resolve the matter to the satisfaction of the Customer within 14 days of notification of the dispute. If the dispute cannot be resolved either party may refer the matter to Fair Trading NSW for resolution.

## **19. Indemnity**

19.1 The Customer indemnifies the Supplier against any Claims for injury to any person or loss or damage to property relating to the Products it supplies.

The Customer's liability under or in connection with this indemnity will be reduced to the extent the Supplier's breach of contract, negligence or other wrongful caused injury, loss or damage that is subject matter of the indemnity.

## **20. Notices**

20.1 Any written notice given under these Terms shall be deemed to have been given and received:

- a. by handing the notice to the other party, in person;
- b. by leaving it at the address of the other party as stated in the Quote;
- c. by sending it by registered post to the address of the other party as stated in the Quote; or
- d. if sent by email to the other party's last known email address.

20.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

## **21. No Waiver**

21.1 The failure by either party to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these Terms shall be invalid, void, illegal or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.

## **22. Governing law**

22.1 These Terms and any contract to which they apply shall be governed by the laws of New South Wales, the state in which Supplier has its principal place of business and are subject to the jurisdiction of the Courts in that state.

## **23. Assignment**

23.1 The Customer acknowledges and agrees that Supplier may transfer, assign, or otherwise dispose of its interest in these Terms upon giving written notice to the Customer.

23.2 The Customer must not transfer or assign its rights under these Terms to anyone else, without the prior written consent of Supplier, which may be granted or withheld by Supplier in its absolute discretion.

## **24. Amendment**

24.1 The Customer agrees that Supplier may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Supplier to provide Products to the Customer. An amendment to any terms of these Terms must be in writing and signed by each party.

## **25. Costs**

25.1 The parties must bear their own costs of and incidental to the negotiation and execution of these Terms.

## **26. Severability**

26.1 If the whole or any part of provision of these Terms are or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.

## **27. No Merger**

27.1 On completion or termination of these Terms, the rights and obligations of the parties set out in these Terms will not merge and any provision that has not been fulfilled remains in force.

## **28. Relationship of the parties**

28.1 Nothing in these Terms gives a party authority to bind any other party in any way. Nothing in these Terms imposes any fiduciary duties on a party in relation to any other party.

## **29. No reliance**

29.1 No party has relied on any statement, representation, assurance, or warranty made or given by any other party, except as expressly set out in these Terms.

## **30. Future supply**

30.1 The Supplier may at any time suspend the supply of further Products on credit or otherwise to the Customer, without being required to give reasons and the Supplier will not be responsible in any way for any loss suffered or incurred by the Customer due to such suspension.

## **31. Information**

31.1 Any credit facility granted to the Customer is so granted based on information provided to the Supplier. In the event of the information materially changing to the possible prejudice of the Supplier, the Customer shall advise the Supplier immediately after the change.

## **32. Privacy**

32.1 The Supplier is committed to protecting the Customer's privacy and will not publish a customer's personal information or data nor will it supply a Customer's information to other companies or individuals. The Supplier may send information about its business and Products to customers from time to time.

## **33. Change in control**

33.1 The Customer shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice).

33.2 The Customer shall be liable for any loss incurred by the Supplier because of the Customer's failure to comply with this clause.

**EXECUTION**

**SIGNED** by the Parties:

\_\_\_\_\_  
Signed on behalf of the Supplier

\_\_\_\_\_  
Signature of Customer or Customer  
Authorised Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date