Architectural Windows & Doors Pty Ltd – Terms & Conditions of Trade

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- comment or service are unknown contained retem, bgether with any qualitatin, order, invoice or other document or amendments depressed to be supplemental to his Contract and assigns or any person acting on the contract of t 1.3
- opposition price augment to provide an experience of each Client printly and severally; and if the control of t
- Fasebook of Water details, medical insurance details or next of kin and other contact information (where appaciable), privace cent adjustations, central thintips) and pricing details.

 "Coolisis" means small files with an stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular defend and webbile, and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when ordering from the website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Goods.
- Volkers area by

 "with the website."

 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between the Supplier
 and the Client in accordance with clause 5 below.

 "GST" means Goods and Services Tax (GST) as defined within the "A New Tax System (Goods and Services

- 2. 2.1
- 2.2
- 2.4
- 2.5
- Acceptance
 The Client is laten to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.

 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule half but parties have enteriors, the latens of this Contract shall prevail and any other prior document or schedule half but parties have treated in, the latens of this Contract shall prevail and writing by the consent of both parties.

 The Client acknowledges that the supply of Goods or credit shall not take effect until the Client has completed a credit application with the Supplier and it has been approved with a credit time established for the account, in the event that the supply of Goods requised scoreds the Clients credit limit and/or the account exceeds the payment terms, the Supplier reserves the right to refuse Delivery.

 Electronic signatures shall be deemed to be accepted by either party providing that the parties have compiled with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Recollations referred to in that Act.

Errors & Omissions The Client acknowled 3. 3.1

- rs & Omissions

 Client acknowledges and accepts that the Supplier shall, without prejudice, accept no liability in respect of alleged or actual error(s) and/or omission(s): resulting from an inadvertent mistake made by the Supplier in the formation and/or administration of this
- Contract; and/or contained/omitted in/from any literature (hard copy and/or electronic) supplied by the Supplier in respect of
- the Services.

 In the event, such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of the Supplier, the Client shall not be entitled to treat this Contract as regulated nor mother it invalid.

Change in Control The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numberis, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.

- Price and Payment
 At the Supplier's sole discretion, the Price shall be either:
 as indicated on any invoice provided by the Supplier to the Client; or
 is indicated on any invoice provided by the Supplier to the Client;
 the Supplier's current price list; or
 the Supplier's could price (subject to clause 52) without the variety for the period stated in the quotation or
 The Supplier reserves the right to change the Price if a variation to the Supplier's quotation is requested. Any
 variation from the plan of scheduled works or specifications (clauding, but not limited, but, any variation as additional works required due to unforcessen circumstances such as poor weather conditions, limitations to
 accessing the site, washability of machiners, safety considerations, prerequise two thy any third party rolls are
 completed or as a result of any increase to the Supplier's in the cost of materials and factory will be changed for
 completed or as a result of any increase to the Supplier's in the cost of materials and factory will be changed for
 completed or as a result of any variation submitted by the Supplier within the (10) audition days. Failure in of so wall
 entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at
 the time of their completion.
- entage are doppened and up to do to the variation to the Title. If springer to distribution that the time of their completion.

 At the Supplier's sole discretion, a non-returnable deposit may be required.

 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the datels determined by the Supplier, which may be:

 - on delivery of the Coods; before delivery of the Coods; by way of instalments/progress payments in accordance with the Supplier's payment schedule; the date specified on any invoice or other form as being the date for payment, or failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Cliert by the Supplier.

- many any noces to the contrary, he date which is seven (7) days following the date of any invoice given to the Client by the Supplier.

 Payment may be made by cash, cheave, bank cheave, electronich-rine banking, credit card (a surcharge may apply per transaction, or by any other method as agreed to between the Client that Supplier.

 The Supplier may in its discretion allocate any payment received from the Client breadts any invoice that the Supplier draw and may do so at the time of receipt or all prime alternative. On any oblitably the Client sold that the supplier and the sup

6. 6.1

5.5

- 6.2 6.3
- 6.4

- 7. 7.1 7.2
- Rick of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on the ton Delivery.

 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these them and conditions by the Supplier is sufficient of wherever of the Supplier is register in resurance proceeds without the need for any person dealing with the Supplier to make further enquiries.

 If the Client requests the Supplier to these Goods oxiside the Supplier's premises for collection or to deliver the Goods to an undertanded location. Then such Goods divide the Supplier's premises for collection or to deliver the Choods as an undertanded location. Then such Goods divide the Supplier's premises for collection or to deliver the Choods and the Supplier of the Supplier or Proceedings of the Supplier or the Supplier or Supplier or divide tals a resolution of the Supplier or divide tals a resolution of the Supplier or Supplier or divide tals a resolution of the Supplier or divide tals a resolution of the Supplier or Supplier or divide tals a resolution of the Supplier or Supplier or divide tals a resolution or supplier or supplier or discust as a resolution or supplier or supplier.
- - Item to a user in expection of the state of
 - e. plier will make every effort to match batches of product supplied in order to minimise such variations but be liable in any way whatsoever where such variations occur.

Access The Clarit shall ensure that the Supplier has clear and free access to the work site at all times to enable them to underlate the Services. The Supplier shall not be lable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Supplier.

- 9. 9.1 Underground Locations
 Prior to the Supplier commencing any work the Client must advise the Supplier of the precise location of all underground services on the site and deathy matk fits same. The underground mains & services the Client must consider the services of the site of the same than the same that the s
- 9.2

10. 10.1

- Compliance with Laws

 The Client and the Supplier shall comply with the provisions of all statutes, regulations and bylaws of government, to cloud and other public submotries that may be applicable to installation of the Goods.

 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for installation of the Goods.
- 10.3 The Client agrees that the site will comply with any work health and safety (WHS) laws relating to building/construction sites and any other relevant safety standards or legislation.

- e soupplier and the Client agree that ownership of the Goods shall not pass until the Client has paid the Supplier all amounts owing to the Supplier; and the Client has met all of its other obligations to the Supplier.

- Receipt by the Supplier of any form of payment other than cash shall not be of payment has been honoured, cleared or recognised.
- until ownership of the Goods passes to the Client in accordance with clause 11.1 that the Client is only a balled of the Goods and must stum the Goods to the Suppler or request. We Client tools the benefit of the Clients is nearmouse of the Goods on that 5th demonstrate of the Client tools the benefit of the Clients and the Client tools the Client must per to the Client must not set to the Client must be client of the Client the Client the Client set, Goods other than in the ordinary course of business and for market value if the Client sets, Goods or parts with possession of the Goods then the Client must bold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand.
- proceeds to the Supplier on demand.

 The Client should not convert or process the Goods or internit hem with other goods but if the Client doses of them the Client should not convert or process the Goods or internit hem with other goods but if the Client doses so then the Client holds the resulting product or thus to for the benefit of the Supplier and must set, dispose of or return the resulting product to the Supplier a is to directs.

 the Client invocably authorises the Supplier to entire any premises where the Supplier and Event Goods the Client invocably authorises the Supplier to entire any premises where the Supplier and Event Form of the Client invocably authorises the Supplier to entire any premises where the Supplier and product process good and the Client shall not change or great an encumbance over the Goods not grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier may commence proceedings to recover the Prices of the Goods sold notwithstanding that contenting of the Goods has not passed to the Client.

- Personal Property Securities At 2009 (PPSA*)
 In the clause fearings statement, fearings statement, security agreement, and security interest has the meaning wine to his year PSA.

 Upon assenting to fleate fearing statement and conditions in writing the Client advinovideges and agrees that these terms and conditions constitute a security agreement for the purpose of the PPSA and creates a security interest in Goods that have previously been supplied and that will be supplied in the future by the Supplier to the Client.
- Goods that have previously been supplied and that will be supplied in the future by the Supplier to the Client.

 The Client understand such that of countries and/or provide any further information (such information to be comply) sign any studies and inspection and inspection with the Supplier may reasonably require to:

 | property and provided in all respects) which the Supplier may reasonably require to:
 | register of innancing statement or financing changes ablament in relation to a security interest on the Personal Property Sociations Register:
 | register any other document required to be registered by the PPSA.cr cr.
 | common to a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii):
 | indemthy, and upon demand reinformats, the Supplier of all expenses incurred in registering a financing PSA or releasing any Clouds changed thereby.
 | PSA or releasing any Clouds changed thereby.
 | on of register in famining changes latement in respect of a security interest without the prior written consent of the Supplier.
 | on register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in short or a financing change statement in relation to the Goods in short or a financing change statement in relation to the Goods in short or a financing change statement in relation to the Goods in short or a financing change statement in relation to the Goods in short or a financing change statement in relation to the Goods in short or a financing change statement in relation to the Goods in short or a financing change statement in relation to the Goods in short or a financing change statement in relation to the Goods in short or a financing change statement in relation to the Goods in short or a financing change statement in relation to the Goods in short or a financing change statement in relation to the Goods in short the Supplier or a financing change statement or a financing change statement in relation to the Supplier. 12.4
- 12.5
- 12.6 12.7
- PPSA.

 The Client values their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

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

 The Client must unconditionally railly any actions laken by the Supplier under clauses 12.3 to 12.5.
- The Utility must uncumulationary roung any accessor and yet of the state of the sta

- Security and Charge
 In consideration of the Supplier agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether pirot or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not littles to, the payament of any money).

 The Client indemnifies the Supplier from and against all the Supplier is ossts and disbussments including legal costs on a solicitor and own client tabs incrumed in exercising the Supplier and such the Supplier and the Su
- 13.2
- 13.3

- to, signing any document on the Cuents benature.

 Defects, Marrantias and Returns, Competition and Consumer Act 2019 (CCA)

 The Client must inspect the Coods on delivery and must within three (3) days of delivery notify the Supplier

 The Client must inspect the Coods on delivery and must within three (3) days of delivery notify the Supplier

 Lient must notify any other alleged defect in the Coods as soon as reasonably possible after any such defect

 becomes evident. The possible of the Coods as soon as reasonably possible after any such defect

 becomes evident (the possible of the Coods as soon as reasonably cossible after any such defect

 becomes evident (the possible of the Coods as soon as reasonably possible and the COO)

 Indicated particular and warranties (inclining, whortul intaliation the SCO) and be implied disparantees and warranties (inclining, whortul intaliation the studiory parametes under the COO) may be implied in these terms and conditions purports to modify or exclude the Non
 Encluded Quarrantees.

 The Supplier advantage of the three sections and conditions or in respect of the Non-Encluded Guarantees.

 The Supplier advantage or of the representations under these areas and conditions or in respect of the Non-Encluded Guarantees. 14.2
- Except a sexpressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no varianties or other representations under these terms and conclines notubing but not imitted special properties of the second of the second of the second of these werenisties is lamble to the fallest extent permitted by law. If the Client is a commer within the meaning of the CCA, the Supplier's biblility is limited to the extent permitted by section 64 of Schedule 2. If the Client is a commer within the meaning of the CCA, the Supplier's biblility for any defect or damage in the Clouds is:
- 14.6

 - may rethrick any money the Libert that spear or the source.

 If the Client is not a consumer within the mensing of the COA, the Supplier's liability for any defect or damage in the Client is not a consumer within the mensing of the COA, the Supplier's designed to the Client by the Supplier and the Supplier did not manufacture the Coods;

 Initiated to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Coods;

 In otherwise registed absolublely.

 Subject to this clause 14, returns will only be accepted provided that:

 In the Client has complied with the provisions of clause 14, 1 and

 the Client has complied with the provision of clause 14, 1 and

 the Client has complied with the provision of clause 14, 1 and

 the Client has complied with the provision of clause 14, 1 and

 the Coods are returned within a reasonable time at the Client's cost (if that cost is not significant); and

 the Coods are returned not so the condricts to that which they were delivered as is possible.

 Notwithstanding clauses 14, 1 to 14, 3 but subject to the COA, the Supplier shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

 In the Client laining to precisely maintain or sibre any Coods.

 In the Client laining to provide product or such they were designed:

 The Client laining to solve any instruction or guidelines provided by the Supplier or should have become appearent or a reasonably putclent operator or user.

 The Client laining to client any according or guidelines provided by the Supplier or should have become appearent to a reasonably putclent operator or user.

 The Client laining to client any in stock any Cloed to any client because a fire Supplier is required by a law to accept a return then the Supplier in large accept or should have become appearent or an according to the client in the client and the cl

14.8

14.9

- Intellectual Property
 When the Supplier has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall aremain the property of the Supplier. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Supplier. The Client warrants that all designs, specifications or instructions given to the Supplier and not cause the Supplier to infiring any patient, registered design, or trademark in the execution of the Clients order and the Client agrees to indemnity the Supplier against any action taken by a third party against the Supplier in respect of any such
- infringement.

 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.

Default and Consequences of Default

- Default and Consequences of Default interest on overbus inviories shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a hard percent (2.5%) per celerater morth (and at the Supplier's sole discretion such interest shall compound morthly at such an stall plant as well as below any pulgaries. The stall and a sole of the stall and a sole of the stall and a sole of the stall and a dashed a looks and dabusements recurred by the Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and on onlier basis, the Supplier contract default fee, and bank dishnoor fees). Further to any other rights or remedies the Supplier may have under this Contract, if a Client has made payment to the Supplier, and the transaction is subsequently reversals. Ho Client shall be table for the amount of the tome of the stall of the stall and the proven that an invessal is found to be flight, fausiblent or in contravention to the Client's diagnostic under the Contract.
- proven that such reversal is found to be illegal, instructions to a conservative set of the Contract.

 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Client which remains untillified and all amounts owing to the Supplier shall, whether or not due of the contract of the Client which remains untillified and all amounts owing to the Supplier shall, whether or not due to make a payment when it fills due to make

- Cancellation

 Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Supplier may suspend or terminas the supply of Goods to the Client. The Supplier will not be lable to the Client for any loss or damage the Client suffers because the Supplier has exercised is right suitable that clience.

 The Client suffers because the Supplier has exercised is right suitable that clience.

 The Client suffers because the Supplier suitable suitable to the Client of the Client Congress of the Client Supplier suitable for any loss or damage whatsoever arising from such cancellation. In the event that the Client cancel suitable suitable for any and all loss incurred (whether direct or indirect) by the Supplier as a direct result of the cancellation (including, but not limited to, any less of marrials.

18. 18.1

Privacy Policy
Al meals, documents, images or other recorded information held or used by the Supplier is Personal Information, as defined and referred to in clause 18.3, and therefore considered Confidential Information. The Supplier acknowledges to biologicalize in relation to the handling, use, dischosure and processing of Personal Information pursuant to the Privacy Act 1988 (Pile Act) including the Part IIII. of the Act being Privacy Amendment (Notifiable Data Beaches) 42 (1971 (NDB) and any statutor requirements, where relevant in a European Ecrosomic Personal Confectively. TU Date Privacy Laws (Including the General Data Protection Regulation COPPR) (conclinelys). TU Date Privacy Laws (Including the General Data Protection Regulation COPPR) (conclinelys). TU Date Privacy Laws): This Supplier advisorables as in the levent the Lorens aware of any statutor backets and/or disclosure of the Clerks Personal Information, had by the Supplier than by the Clerk in Coefficient accordance with the Act and/or the OPPR. Any release in Center in zoodisons with the Act and/or the OPPR. Any release in Center in zoodisons with the Act and/or the OPPR. Any release in Center in zoodisons with the Act and/or the OPPR. Any release in Center in zoodisons with the Act and/or the OPPR. Any release in Center in zoodisons with the Act and/or the OPPR. Any release in Center in zoodisons with the Act and/or the OPPR. Any release in Center in zoodisons.

- such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Circle by written consent, unless subject to an operation of law.

 Notwithstanding clause 18.1, privacy limitations will eather 0 to the Supplier in respect of Cockies where transactions for purchaselotrisal transpired incelly for this Supplier's webstain. The Supplier appears to display such technology allows the collection of Personal Information such as the Cilent's.

 In Paddress, browner, email clarify they and other isminal feature of the Supplier when the Supplier was the Cilent's or reports are vasible to the Supplier when the Supplier sends an email to the Cilent, so the Supplier may collect and review that information (Collectively) Personal Information 1 order to enable (disable the Collection of Personal Information 1) way of Cockies, the Cilent shall have the right to supplier with the Cilent's collective that it is to the supplier of the Cilent's collective that is the collective that is the collective that is the collection of Personal Information 1 to way of Cockies, the Cilent shall have the right to supplier to obtain from a credit reportion by old/Cockies, the Cilent shall have the collective that is the collective that is the collective that is the collective that is the collective collection of the collective that is the collective collection of the collective that is the collective collection of the collective that is collected to the collective collection of the collective collection of the collective collection of the collective collective collection of the collective collection of the collective collection of the collective c
- The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:

 10 to assess an application by the Client, and/or 10 to assess an application by the Client, and/or 10 to assessing any point point of the Client, and/or 10 to exchange information with other credit providers in default by the Client and/or 10 to exchange information with other credit providers, and/or 10 to exchange incontinuous manufacture of the Client and t
- years.
 The Client consents to the Supplier being given a consumer credit report to collect overdue payment on
- The Client consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit.

 The Client agreems are present credit information provided may be used and relatined by the Supplier for the large in the provision of Goods and/or be analysing, weithing and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or

 - sing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client;
- and/or
 enabling the collection of amounts outstanding in relation to the Goods.
 Supplier may give information about the Client to a CR8 for the following purposes:
 to obtain a consumer credit report:
 allow the CR8 to creation or maintain a credit information file about the Client including credit history.
 information given to the CR8 may include.
 Personal Information as outlined in 18.3 above;

 Description of the CR8 may include.

- Personal Information as outlined in 18.3 above; name of the credit provider and that the Supplier is a current credit provider to the Client; whether the credit provider is a licenses; type of consumer credit; details concerning the Client's application for credit or commercial credit (e.g. date of commercementerismination of the credit account and the amount requested); adviced Consumer credit defaults, overdue accounts, bean repayments or outstanding monies which are overdue by more than susty (60) days and for which withen robotic for request of payment has been made overdue by more than susty (60) days and for which withen robotic for request of payment has been made and the Supplier has been made or commerced or allowantely that the Client rough that size of and the Supplier has been made or collements of details consumed to the control of the control of details controlled to the control of details controlled to the controlled of details controlled to details details controlled to details contr
- affil et a company of the Supplier, the Client has committed a serious credit infringement; information that, in the opinion of the Supplier, the Client has committed a serious credit infringement; addice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- colars (s) 150.). Client shall have the right to request (by e-mail) from the Suppler: a copy of the Personal Information about the Client retained by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and that the Supplier does not disclose any Personal Information about the Client for the purpose of direct
- is that the Supplier coes not usuase any 1 to "marketing."
 The Supplier will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfill the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.

 The Client can reake a privacy compliant by contacting the Supplier via e-mail. The Supplier will respond to that compliant within seven (7) days of receipt and will take all resonable steps to make a decision as to the compliant within filly (3) days of receipt and will take all resonable steps to make a decision as to the resolution provided, the Client can make a compliant to the leftormation Commissioner at www.oac.gov.au.

- paid Seler's Rights
 here the Client has left any item with the Supplier for repair, modification, exchange or for the Supplier to
 from any other service in relation to the litem and the Supplier has not received or been inndered the whole of
 sy moneys owing to it by the Client, the Supplier shall have, until all moneys owing to the Supplier are paid:
 a line on the left or retain or sell the litem, such sale to be undestaten in accordance with any legislation applicable
 to the sale or disposal of uncolledad possor of uncolledad possor of uncolledad possor of uncolledad possor.
 In of the Supplier shall continue despite the commencement of proceedings, or judgment for any moneys
 sing to the Supplier having been obtained against the Client.
- Baliding Industry Fairness (Security of Payment) Act 2017
 At the Supplier's delicement, of these way disputes or claims for unpaid Goods and/or Services then the provisions of the Building Industry Fairness (Security of Payment) Act 2017 may apply.

 Nothing in this Control is Interfect of the New feetfed of Controlling out of any applicable provisions of the Building Industry Fairness (Security of Payment) Act 2017 of Queensland, except to the extent permitted by the Act where applicable.

- Service of Notices

 Any written notice given under this Contract shall be deemed to have been given and received:

 (a) by having the notice to the other party, in person:

 (b) by lawing it at the address of the other party as stated in this Contract;

 (c) by sending it by registered post to the address of the other party as stated in this Contract;

 (d) if sent by sending it by registered post to the address of the other party as stated in this Contract;

 (e) if sent by sending it by registered post to the address of the other party as stated in this Contract;

 (ii) if sent by send in the standard sending the sending the other party as stated in this Contract;

 (ii) sent by send to the other party as stated in this Contract;

 (ii) sent by send to the other party as stated in this Contract;

 (ii) sent by send to the other party as stated in this Contract;

 (ii) send by send to the other party as stated in this Contract;

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 (iii) sending the sending the sending the sending the sending the stated in this Contract;

 (iii) sending the se

- Trusts
 If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust (Trust) then whether or not the Supplier may have notice of the Trust, the Client covenants with the Supplier as follows:
- JUNES.

 The Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund:
- the Contact extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust funct the Client has full and compiles power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purpor the exculted or take away the right of indemnity or for for Client against the Trust or the furst function of the Trust or the furst function of the Trust or the sust funct. The Client will not release the right of indemnity or commit any breach of furst or be a partly any other action which might precision that right of indemnity.

 The Client will not without consent in writing of the Supplier (the Supplier will not unreasonably withhold consent), cause, purport, or selfer to hepurph any of the following any of the following or the function of the Trust or the Trust or

- Dispute Resolution

 If a dispute extend between the parties to this Contract, then either party shall send to the other party a notice of the dispute which gradient party a notice of the dispute. Within fourteer (14) days after service of a notice of dispute, the parties shall confer at least noce, to altering to resolve the dispute. May expend the parties shall confer at least noce, to altering to resolve the dispute. Also system conference, each party shall be represented by a person having, antitrolly to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified and to the other party refer such dispute to arbitration. Any arbitration shall bit:

 | one control of the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified and to the other party refers such dispute to arbitration. Any arbitration shall bit:
 | one control of the dispute cannot be considered by the President of the Institute of Arbitrators Australia; and each party of the conduct of Commercial Arbitration.
- General
 The failure by either party to enforce any provision of these terms and conditions 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 an condition shall be invalid, void, light or unenforceable the validity, esidence, signify and
 These terms and conditions and any control to which they apply shall be governed by the least of Questainet,
 the state in which the Supplier has its principal place of business, and are subject to the jurisdiction of the courts
 in Numericand.
- in Queenstand.
 Subject to clause 14 the Supplier shall be under no liability whatsower to the Client for any indirect andor consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a trease that deced the first of Client arising out and of the Client arising that the Client arising the Client arising the Client arising that the Client arising the Cl
- The Suppler may learne and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consets.

 The Client cannot learne or assign without the written approval of the Suppler.

 The Suppler may elect to subcontract out any part of the Services but shall not be releved from any liability or obligation under this Contract by so obing. Furthermore, the Client agrees and understands that they have no adminish to give any residuction to any of the Suppler's sub-contracts without the authority of the Suppler sub-contracts with the Client to write the Suppler sub-contract sub-contract shall be deemed to take effect from the on which the Client accepts such changes, or deriverse as such time as the Client makes a further request for the Suppler to provide Cooks to the Client.

 Neither party shall be table for any deletial due to any act of God, war, terrorism, strike, lock-out, inclustrial action, fie, 5004, stem or other event beyond the reasonable control of either party.

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