

## Terms & Conditions of Trade

### 1. Definitions

- 1.1 **ACL** means the Australian Consumer Law Schedule to the *Competition and Consumer Act 2010* (Cth) and its associated Regulations as amended.
- 1.2 **Agreement** means any agreement for the provision of goods or services by the Supplier to the Client;
- 1.3 **Client** means the Client (or any person acting on behalf of and with its authority) as described on any quotation, work authorisation or other form as provided by the Supplier to the Client.
- 1.4 **Consumer** is as defined in the ACL.
- 1.5 **Goods** means all Goods supplied by the Supplier to the Client as described on the invoices, quotation, work authorisation or any other forms as provided by the Supplier to the Client.
- 1.6 **Guarantor** means that person (or persons) who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.7 **Price** means the Price payable for the Goods and Services as agreed between the Supplier and the Client in accordance with clause 4 of this contract.
- 1.8 **Services** means all Services supplied by the Supplier to the Client under this Agreement.
- 1.9 **Supplier** means Outback Equipment (Aust) Pty Ltd, its successors and assigns or any person acting on its behalf and with its authority.

### 2. *Competition and Consumer Act 2010 (CCA) and Fair Trading Acts (FTA)*

- 2.1 Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
- 2.2 Where the Client buys Goods or Services as a consumer, these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.

### 3. Acceptance

- 3.1 Any instructions received by the Supplier from the Client for the supply of Goods or Services and/or the Client's acceptance of Goods or Services supplied by the Supplier shall constitute acceptance of the terms and conditions contained herein.
- 3.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price and all other monies due under this Agreement.
- 3.3 Upon acceptance of these terms and conditions by the Client, the terms and conditions are binding and can only be amended with the written consent of the Supplier.
- 3.4 The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client, or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile

number, 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.

- 3.5 Goods and Services are supplied by the Supplier only on the terms and conditions herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions.

### 4. Price and Payment

- 4.1 At the Supplier's sole discretion the Price shall be either:
  - (a) as indicated on invoices provided by the Supplier to the Client in respect of Goods and Services supplied;
  - (b) the Supplier's current price at the date of delivery of the Goods or provision of the Services according to the Supplier's current Price list; or
  - (c) the Supplier's quoted Price (subject to clause 4.2) which shall be binding upon the Supplier provided that the Client shall accept the Supplier's quotation in writing within fourteen (14) days.
- 4.2 The Supplier reserves the right to change the Price in the event of a variation to the Supplier's quotation. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation due to unforeseen circumstances, or due to fluctuations in the currency exchange rate, or as a result of increases to the Supplier in the cost of materials and labour) will be charged for on the basis of the Supplier's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 4.3 Where there is any change in the costs incurred by the Supplier in relation to Goods or Services, and the Supplier proposes to increase its price to take account of any such change, it must notify the Client and the Client may:
  - (a) accept the change in price, and continue under the Agreement; or
  - (b) reject the change in price, and cancel the Agreement.
- 4.4 Payment for approved Clients must be made in full by the end of the month immediately following the date of invoice.
- 4.5 Time for payment shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 4.6 Payment must be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of no more than the cost of acceptance for that card type), or by direct credit, or by any other method as agreed to between the Client and the Supplier.
- 4.7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

### 5. Delivery of Goods

- 5.1 Subject to clause 5.9, the Supplier will arrange for the delivery of the Goods to the Client.
- 5.2 Subject to the remainder of this clause 5, delivery of the Goods shall take place when the Client takes possession of the Goods at the Client's nominated address (in the event that the Goods are delivered by the Supplier or the Supplier's nominated carrier).
- 5.3 Unless otherwise agreed, the costs of delivery are:
  - (a) in addition to the Price; and
  - (b) payable by the Client.
- 5.4 The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Client shall be deemed to have taken delivery of the Goods and the Supplier shall be entitled to charge a reasonable fee for redelivery.
- 5.5 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this Agreement.
- 5.6 The Supplier may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 5.7 Subject to the ACL:
  - (a) the failure of the Supplier to deliver shall not entitle either party to treat this contract as repudiated; and
  - (b) an estimated delivery time is an estimate only, and the Supplier shall not be liable for any loss or damage whatsoever due to failure by the Supplier to deliver the Goods (or any of them) in accordance with that estimate.
- 5.8 The Client indemnifies the Supplier against any loss or damage suffered by the Supplier, its sub-contractors or employees as a result of delivery, except where the Client is a consumer and the Supplier has not used due care and skill.
- 5.9 If agreed that the Client will collect the Goods:
  - (a) the Client must collect the Goods within 7 days of being advised they are ready;
  - (b) if the Client does not collect the Goods within this time, the Client is deemed to have taken delivery of the Goods and is liable for storage charges payable monthly on demand.

## **6. Risk**

- 6.1 Even where the Supplier retains ownership of the Goods following delivery, all risk for the Goods passes to the Client on delivery.
- 6.2 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 terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.
- 6.3 Where the Client expressly requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended

location, then such Goods shall be left at the Client's sole risk and it shall be the Client's responsibility to ensure the Goods are insured adequately or at all.

- 6.4 The Client indemnifies the Supplier against any loss or damage suffered by the Client, any third parties, the Supplier and the Supplier's sub-contractors and employees as a result of delivery, except where the Client is a consumer and the Supplier has not used due care and skill.
- 6.5 The Client assumes all risk and liability for loss, damage or injury to persons or to property of the Client, or third parties arising out of the use, installation or possession of any of the Goods sold by the Supplier, unless recoverable from the Supplier on the failure of any statutory guarantee under the ACL.

## **7. Title**

- 7.1 The Supplier and the Client agree that ownership of the Goods shall not pass until:
  - (a) the Client has paid the Supplier all amounts owing for the particular Goods; and
  - (b) the Client has met all other obligations due by the Client to the Supplier in respect of all contracts between the Supplier and the Client.
- 7.2 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Supplier's ownership or rights in respect of the Goods shall continue.
- 7.3 It is further agreed that:
  - (a) where practicable the Goods shall be kept separate and identifiable until the Supplier shall have received payment and all other obligations of the Client are met;
  - (b) until such time as ownership of the Goods shall pass from the Supplier to the Client the Supplier may give notice in writing to the Client to return the Goods or any of them to the Supplier. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease;
  - (c) the Supplier shall have the right of stopping the Goods in transit whether or not delivery has been made;
  - (d) if the Client fails to return the Goods to the Supplier then the Supplier or the Supplier's agent may (as the invitee of the Client), in addition to its rights under the *Personal Property Securities Act 2009 (PPSA)* enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Goods are situated and take possession of the Goods;
  - (e) the Supplier will exercise its right of entry (including the use and extent of force) in accordance with applicable laws;
  - (f) the Client is only a bailee of the Goods and until such time as the Supplier has received payment in full for the Goods, the Client shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Client owes to the Supplier for the Goods, on trust for the

- Supplier in a separate account with a bank to whom the Client has not given security;
- (g) the Client shall not deal with the money of the Supplier in any way which may be adverse to the Supplier;
  - (h) the Client shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Supplier;
  - (i) the Supplier can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Client; and
  - (j) until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that the Supplier will be the owner of the end products.

## **8. PPSA**

- 8.1 Notwithstanding anything to the contrary contained in these Terms, the PPSA applies to these Terms.
- 8.2 In this clause:
  - (a) financing statement has the meaning given to it by the PPSA;
  - (b) financing change statement has the meaning given to it by the PPSA;
  - (c) security agreement means the security agreement under the PPSA created between the Client and the Supplier by these terms and conditions; and
  - (d) security interest and Purchase Money Security Interest have the meanings given to them by the PPSA.
- 8.3 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions:
  - (a) constitute a security agreement for the purposes of the PPSA; and
  - (b) create a Purchase Money Security Interest in:
    - (i) all Goods previously supplied by the Supplier to the Client (if any); and
    - (ii) all Goods that will be supplied in the future by the Supplier to the Client
- 8.4 The security interest created is a continuing interest irrespective of whether there are monies or obligations owing by the Client at any particular time.
- 8.5 The Client 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 the Supplier may reasonably require to:
    - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
    - (ii) register any other document required to be registered by the PPSA; or
    - (iii) correct a defect in a statement referred to in clause 1.1(a)(i) or 1.1(a)(ii);

- (b) indemnify, and upon demand reimburse, the 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 Goods or Equipment charged thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of the Supplier;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Supplier; and
- (e) immediately advise the Supplier of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.

- 8.6 The Supplier and the Client agree that sections 96 (retention of accession when person has interest in the whole), 115 (contracting out of enforcement provisions), 125 (obligation to dispose of or retain collateral) and 129 (disposal by purchase) of the PPSA do not apply to the security agreement created by these terms and conditions.
- 8.7 Where permitted by the PPSA, the Client hereby waives its rights to receive notices or other documentation under sections 95 (notice of removal of accession), 118 (enforcing security interests in accordance with land law decisions), 121(4) (notice to grantor in enforcement of security interests in liquid assets), 130 (notice of disposal of collateral), 132(3)(d) (statements of account following disposal), 132(4) (statements of account if no disposal) and 135 (notice of retention of collateral) of the PPSA.
- 8.8 The Client waives its rights as a grantor and/or a debtor under sections 142 (entitled persons' redemption of collateral) and 143 (entitled persons' reinstatement of security agreement) of the PPSA.
- 8.9 Unless otherwise agreed to in writing by the Supplier, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 8.10 The Client shall unconditionally ratify any actions taken by the Supplier under clauses 8.3 to 8.6.

## **9. Inspection**

- 9.1 The Buyer must inspect the external integrity of the Goods upon receipt before signing for the delivery.
- 9.2 Any damage must be noted on the delivery consignment note provided by the carrier.
- 9.3 The Client must inform the Supplier of any external damage within one (1) business day.

## **10. Liability**

- 10.1 Except as these terms and conditions specifically state, or as contained in any express warranty provided in relation to the Goods or Services, the Agreement for the provision of Goods or Services by the Supplier to the Client does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly,



manufacture, design or performance of the Goods or Services or any contractual remedy for their failure.

10.2 If the Client is a consumer nothing in these terms and conditions restricts, limits or modifies the Client's rights or remedies against the Supplier for failure of a statutory guarantee under the ACL.

10.3 If the Client on-supplies the Goods to a consumer and:

- (a) the Goods or Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of the Supplier's liability to the Client;
- (b) the Goods or Services are of a kind ordinarily acquired for personal, domestic or household use or consumption, payment of any amount required under section 274 of the ACL is the absolute limit of the Supplier's liability to the Client;

Howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with the Goods or Services by the Client or any third party.

10.4 If clause 10.2 or 10.3 do not apply, then other than as stated in the terms and conditions or any written warranty statement the Supplier is not liable to the Client in any way arising under or in connection with the sale, installation, use of, storage or any other dealings with the Goods or Services by the Client or any third party.

10.5 The Supplier is not liable for any indirect or consequential losses or expenses suffered by the Client or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.

10.6 The Client acknowledges that:

- (a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by the Supplier in relation to the Goods or Services or their use or application.
- (b) it has not made known, either expressly or by implication, to the Supplier any purpose for which it requires the Goods or Services and it has the sole responsibility of satisfying itself that the Goods or Services are suitable for the use of the Client.

10.7 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

## **11. Shortages and Exchanges**

11.1 Subject to clause 11.2 and 11.7, the Supplier will not be liable for any shortages, damage or non-compliance with the specifications unless the Client

notifies the Supplier with full details and description within 3 days of delivery otherwise the Client is deemed to have accepted the Goods.

11.2 When any shortages, claim for damaged Goods or non-compliance with the specifications is accepted by the Supplier, the Supplier may, at its option, replace the Goods, or refund the price of the Goods.

11.3 Subject to clause 11.7, the Supplier will not under any circumstances accept Goods for return that:

- (a) are non-stocklist items;
- (b) have been specifically produced, imported or acquired to fulfil the Client's order;
- (c) are discontinued Goods or no longer stocked by the Supplier;
- (d) have been altered in any way;
- (e) have been used; or
- (f) are not in their original condition and packaging.

11.4 The Client must obtain a Return Authorisation from the Supplier before returning the Goods.

11.5 The Goods must be returned at the Client's cost (if that cost is not significant) within seven (7) days of the issue date of the Return Authorisation.

11.6 The Supplier may accept the return of Goods incorrectly ordered by the Client within fourteen (14) days of delivery but this may incur a restocking fee of the greater of twenty percent (20%) of the value of the returned Goods or fifty dollars (\$50.00) including GST, plus any freight costs.

11.7 If the Client is a consumer, nothing in this clause 11 limits any remedy available for a failure of the guarantees in sections 56 and 57 of the ACL.

## **12. Intellectual Property**

12.1 Where the Supplier has designed Goods for the Client, then the copyright in any designs and drawings and documents shall remain vested in the Supplier, and shall only be used by the Client at the Supplier's discretion. At no time shall ownership of the Supplier's intellectual property transfer to the Client.

12.2 Trademarks belonging to the Supplier shall always remain the Supplier's property and prior written approval from the Supplier is required at all times if the Client wishes to use any of the Supplier's trademarks.

12.3 The Client warrants that all designs or instructions to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.

12.4 The Client agrees that the Supplier may use any documents, designs, drawings or Goods created by the Supplier, even if for the Client, for the purposes of advertising, marketing, or entry into any competition.

## **13. Default and Consequences of Default**

13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole

discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

- 13.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by the Supplier.
- 13.3 If the Client defaults in payment of any invoice when due, then the Client shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in pursuing the debt including legal costs on a solicitor and own client basis and the Supplier's collection agency costs.
- 13.4 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), then the Supplier may suspend or terminate the supply of Goods and Services to the Client and any of its other obligations under the terms and conditions. The Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier has exercised its rights under this clause.
- 13.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of four hundred dollars (\$400.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 13.6 Subject to any applicable statutory stay of proceedings and 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 unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable without notice in the event that:
- (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to meet its payments as they fall due;
  - (b) where the Client is a natural person and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or
  - (c) where the Client is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, administrator, receiver or manager or similar functionary appointed in respect of its assets, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Client.

#### **14. Cancellation**

- 14.1 If the Supplier is unable to deliver or provide the goods or services, then the Supplier may cancel any order (even if it has been accepted) before the

Goods are delivered or Services provided by giving written notice to the Client. On giving such notice the Supplier shall repay to the Client any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.

- 14.2 In the event that the Client purports to cancel an order, the Supplier is under no obligation to accept the purported cancellation. If the purported cancellation is accepted, the Client shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.
- 14.3 The Client expressly acknowledges that cancellation of orders for Goods made to the Client's specifications or non-stocklist items will not be accepted, once production has commenced.

#### **15. Privacy Act 1988**

- 15.1 The Client and/or the Guarantor/s (herein referred to as the Client) agree for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by the Supplier.
- 15.2 The Client agrees that the Supplier may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Client; and/or
  - (b) to notify other credit providers of a default by the Client; and/or
  - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
  - (d) to assess the creditworthiness of the Client. The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 15.3 The Client consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit.
- 15.4 The Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other purposes as shall be agreed between the Client and Supplier or required by law from time to time):
- (a) the provision of Goods and Services; and/or
  - (b) the marketing of Goods or Services by the Supplier, its agents or distributors; and/or
  - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
  - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
  - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in

the Client's account in relation to the Goods or Services.

- 15.5 The Supplier may give information about the Client to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Client;
  - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 15.6 The information given to the credit reporting agency may include:
- (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number;
  - (b) details concerning the Client's application for credit or commercial credit and the amount requested;
  - (c) advice that the Supplier is a current credit provider to the Client;
  - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started.
  - (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
  - (f) information that, in the opinion of the Supplier, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
  - (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
  - (h) that credit provided to the Client by the Supplier has been paid or otherwise discharged.
- 15.7 The Client agrees that the Supplier may conduct a search of the Personal Property Securities Register for the purpose of assessing its application for commercial credit.

## **16. Unpaid Supplier's Rights**

- 16.1 Where the Client has left any item with the Supplier for repair, modification, exchange or for the Supplier to perform any other Service in relation to the item, and the Supplier has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Supplier shall have:
- (a) a lien on the item;
  - (b) the right to retain the item for the Price while the Supplier is in possession of the item;
  - (c) a right to sell the item.
- 16.2 The lien of the Supplier shall continue despite the commencement of proceedings, or judgment for the Price having been obtained.

## **17. General**

- 17.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the

remaining provisions shall not be affected, prejudiced or impaired.

- 17.2 If any provisions of these terms and conditions are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.
- 17.3 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales and the courts entitled to hear appeals from those courts.
- 17.4 The Supplier shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Supplier of these terms and conditions except to the extent of any such liability imposed by the ACL.
- 17.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.
- 17.6 The Supplier may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 17.7 The Client agrees that the Supplier may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Client of such change and will apply to any orders or requests for Goods or Services made after such notice is provided. The Client shall be under no obligation to accept such changes except where the Supplier supplies further Goods or Services to the Client and the Client accepts such Goods or Services.
- 17.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 17.9 The failure by the Supplier to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.