

## **TERMS AND CONDITIONS OF SUPPLY**

### **1. Application**

These T&Cs, and no terms and conditions of the Customer, will apply to any order for and any supply of Goods and/or Services by the Supplier to the Customer.

### **2. Order for Goods / Services**

- 2.1 Any quotation by the Supplier does not constitute an offer to supply.
- 2.2 Unless otherwise stated by the Supplier, any quotation by the Supplier will remain valid for 30 days from the date of the quotation provided that the Supplier may withdraw or vary a quotation at any time prior to the Supplier's acceptance of an Order.
- 2.3 Any Order by the Customer to the Supplier and/or any acceptance of any Goods and/or Services by the Customer will constitute agreement to these T&Cs by the Customer.
- 2.4 No Order by the Customer will be binding on the Supplier unless the Supplier accepts the Order.
- 2.5 If the Supplier accepts an Order, the parties will have created a binding Contract and the Supplier will supply the Goods and/or Services to the Customer, and the Customer will pay the Price to the Supplier in accordance with the terms of the Contract (which will include these T&Cs).
- 2.6 The Customer is not entitled to cancel any Order or Contract and must pay to the Supplier any costs associated with the Customer purporting to cancel any Order or Contract.
- 2.7 The Customer must provide to the Supplier all information, instructions, reports, drawings, plans, specifications, properties and facts relevant to the Goods and/or Services and performance of the Supplier's obligations, at the time the Customer requests any quotation from the Supplier and prior to providing any Order to the Supplier.
- 2.8 If at any time the Supplier considers that any information, instructions, reports, drawings, plans, specifications, properties or facts provided by the Customer to the Supplier are not sufficient to enable the Supplier to supply the Goods and/or Services to the Customer in accordance with the Contract, the Customer must, at the Customer's cost, provide such further information, documents or assistance as the Supplier considers reasonably necessary.
- 2.9 The Supplier will be entitled to rely on the accuracy of any information, instructions, reports, drawings, plans, specifications, properties and facts provided by the Customer.
- 2.10 If there are any errors in any information, instructions, reports, drawings, plans, specifications, properties or facts provided by the Customer to the Supplier, the Supplier will, in addition to the Supplier's other rights under these T&Cs or at law, be entitled to vary the Price.
- 2.11 The Customer must ensure the specifications and properties of Goods and/or Services stated in any Order by the Customer will be fit for the intended purpose of the Goods and/or Services.
- 2.12 The Customer will be responsible for the quantity of any Goods and/or Services in any Order and the Supplier will not have any liability to the Customer if there is any excess or shortfall of the Goods and/or Services for the intended purpose.
- 2.13 The Supplier may cancel any Contract at any time prior to delivery of the Goods and/or Services with no liability other than to repay any amount of the Price paid in advance of the cancellation.

### **3. Price and payment**

- 3.1 Unless otherwise agreed by the Supplier in writing, and at the Supplier's sole discretion, the Price will be either as indicated on any invoice provided by the Supplier to the Customer or the Supplier's quoted price which will be valid for a period of thirty (30) days from the date of the quote subject to variation (whether before or after the acceptance of an Order or before or after the formation of a Contract or during the term of a Contract).
- 3.2 Time for payment for the Goods and/or Services being of the essence, the Price will be payable by the Customer on date/s determined by the Supplier in its sole discretion, which may be:
  - (a) on delivery of the Goods and/or Services;

- (b) before delivery of the Goods and/or Services;
- (c) within 30 days from the date of an invoice issued by the Supplier;
- (d) within 30 days after the end of the month in which the Goods and/or Services are supplied to the Customer;
- (e) the date specified on any invoice or other form as being the date for payment; or
- (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Supplier.

- 3.3 Unless otherwise agreed by the Supplier in writing, the Supplier may invoice the Customer for Goods and/or Services on the date the Supplier supplies the Goods and/or Services.
- 3.4 Unless otherwise stated by the Supplier in writing, the Price is exclusive of any delivery charges and exclusive of GST.
- 3.5 The Customer must not withhold, make deductions from, or set-off, payment of any money owed to the Supplier for any reason.
- 3.6 The Supplier may charge, in addition to the Price, any other fees, charges and surcharges that the Supplier notifies to the Customer from time to time.
- 3.7 If the Customer defaults in payment by the due date of any amount payable to the Supplier, then all money which would become payable by the Customer to the Supplier at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and the Supplier may, without prejudice to any of its other accrued or contingent rights:
- (a) charge the Customer interest on any sum due at the prevailing rate pursuant to the *Penalty Interest Rates Act 1983* (Vic) plus 2% for the period from the due date until the date of payment in full;
  - (b) charge the Customer for all expenses and costs (including without limitation all legal costs and expenses and mercantile agent's commissions) incurred by it in taking whatever actions it deems appropriate to recovery any sum due;
  - (c) cease or suspend supply of goods or services to the Customer without liability to the Customer or any third party for any loss or damage whether directly or consequentially;
  - (d) by written notice to the Customer, terminate any uncompleted contract with the Customer;
  - (e) enforce any security granted by the Customer to the Supplier in these T&Cs.

#### **4. Delivery of Goods**

- 4.1 If the Supplier agrees to deliver Goods:
- (a) the Supplier will charge delivery charges, demurrage, waiting time and other charges in the Supplier's price list or otherwise nominated by the Supplier from time to time;
  - (b) the Supplier will endeavour to deliver the Goods to the any delivery address on the Delivery Date; and
  - (c) the Supplier may charge further delivery charges if the Customer is unable to receive delivery of the Goods at any delivery address or on the Delivery Date or in accordance with any other delivery arrangements.
- 4.2 The Supplier will only deliver Goods during the Supplier's usual business hours unless the Supplier agrees otherwise in writing.
- 4.3 The Supplier will not be liable for any delay in the delivery of Goods to the Delivery Address.
- 4.4 The Customer will ensure a member of the Customer's Personnel will be at any delivery address on the Delivery Date to sign the delivery docket on the Customer's behalf.
- 4.5 The Supplier may deliver Goods to a delivery address regardless of whether there is anyone at the address at the time of delivery.
- 4.6 The Customer agrees:
- (a) the Supplier's responsibility for delivery of Goods will cease at the kerbside or public roadway frontage of any delivery address;
  - (b) the Customer must provide safe access for delivery of Goods including but not limited to providing safety measures such as traffic control; and

(c) the Supplier may refuse to deliver Goods, and return the Goods at the Customer's cost, if the Supplier or a member of the Supplier's Personnel considers it would be unsafe to delivery the Goods.

4.7 The signature of a member of the Customer's Personnel on the delivery docket will represent the Customer's acknowledgement that the Goods comply with the Contract and these T&Cs.

4.8 The Customer must inspect any Goods immediately on collection or delivery of the Goods.

## **5. Risk**

5.1 Risk in the Goods will pass to the Customer, and the Customer will be deemed to have accepted the Goods, immediately when the Goods are delivered to the Customer.

5.2 If the Customer agrees to collect the Goods, the risk in the Goods will pass to the Customer, and the Customer will be deemed to have accepted the Goods, immediately when the Goods are placed on any vehicle or means of conveyance.

5.3 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, 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. Title**

6.1 The Customer will not receive title to Goods until the Customer makes full payment of the Price and any other amounts payable to the Supplier (including full payment of the Price for any Services provided by the Supplier to the Customer which relate to Goods acquired by the Customer).

6.2 Until title in the Goods passes to the Customer in accordance with these T&Cs, the Customer will:

(a) be only a bailee of the Goods;

(b) ensure the Goods are kept separate and identifiable from other goods;

(c) not grant any charge over, or interest in, the Goods to any third party;

(d) return any Goods to the Supplier immediately on request;

(e) authorise the Supplier or any agent of the Supplier to enter any land and premises owned, occupied or controlled by the Customer where the Goods are located and take possession of the Goods; and

(f) hold the proceeds from any sale or disposal of the Goods on trust for the Supplier,

and the Supplier may repossess, retain, deal with and/or sell the Goods as the Supplier determines in the Supplier's absolute discretion.

6.3 The Supplier may, for the purposes of exercising the Supplier's rights under clause 6.2, enter any premises owned, occupied or controlled by the Customer and remove the Goods including but not limited to by detaching or unfixing the Goods from any goods or land to which the Goods are attached or fixed.

## **7. Security and Personal Property Securities**

7.1 In consideration of the Supplier agreeing to supply the Goods and/or Services, the Customer charges all of its right, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, which are owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these T&Cs including, but not limited to, the payment of monies owed to the Supplier.

7.2 The Customer hereby consents to the registration by the Supplier of a caveat against the title of any property owned by the Customer.

7.3 The Customer hereby irrevocably appoints the Supplier, the Supplier's solicitors, each officer of the Supplier, each Receiver appointed by the Supplier and each of the Supplier's assigns jointly and also severally to be the true and lawful attorney or attorneys of the Customer with full power and at the expense of the Customer and in the name of the Customer or in the name of the Supplier but for the sole use and benefit of the Supplier and without giving the Customer any notice whatsoever, from time to time to enter into and execute complete and amend all deeds, instruments, contracts, transfers, legal mortgages, agreements, notices, demands and writings as the Customer has covenanted or is otherwise required to do and to collect in, sue for and recover and deal with all book debts of the Customer and to do all such other acts, matters and things which under all or any of the covenants and agreements

herein contained or implied ought to be done by the Customer or which the Supplier or a Receiver is authorised or empowered to do by these T&Cs, the securities referred to under this clause or by Statute.

7.4 For the purposes of the PPSA:

- (a) terms used in this clause that are defined in the PPSA have the same meaning as in the PPSA;
- (b) these T&Cs are a security agreement and the Supplier has a Purchase Money Security Interest in all present and future Goods and Services supplied by the Supplier to the Customer and the proceeds of Goods;
- (c) the security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Customer at any particular time;
- (d) The Customer must do whatever is necessary in order to give a valid security interest over the Goods and Services which is able to be registered by the Supplier on the Personal Property Securities Register.

7.5 The security interest arising under this clause attaches to the Goods when the Goods are collected or dispatched from the Supplier's premises and not at any later time.

7.6 The Customer:

- (a) agrees with the Supplier that neither the Customer, nor the Supplier, will disclose information of the kind specified in section 275(1) of the PPSA (except in the circumstances required by sections 275(7)(b) to (e) of the PPSA);
- (b) agrees that, to the extent permitted under section 115(1) of the PPSA, the following provisions of the PPSA do not apply: sections 95, 118, 121(4), 125, 130, 132(3)(d), 135, 138B(4), 142 and 143;
- (c) agrees that, to the extent permitted under section 115(7) of the PPSA, the following provisions of the PPSA do not apply: sections 127, 129(2), 129(3), 132, 134(2), 135, 136(5) and 137;
- (d) acknowledges that the Supplier may, at the Customer's cost, register one or more financing statements in relation to any security;
- (e) undertakes to 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;
- (f) indemnifies, and upon demand will 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 charged thereby;
- (g) undertakes not to register a financing change statement in respect of a security interest without the prior written consent of the Supplier;
- (h) undertakes not to 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;
- (i) undertakes to immediately advise the Supplier of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales;
- (j) waives, if permitted under the PPSA, the Customer's right under section 157 of the PPSA to receive notice of any verification statement relating to the registration of any financing statement or any related financing change statement; and
- (k) will not, without prior written notice to the Supplier, change the Customer's name or initiate any change to any documentation registered under the PPSA.

## 8. Force Majeure

The Supplier will not be liable to the Customer for any failure to perform, or delay in performing, the Supplier's obligations under these T&Cs if the failure or delay is due to any cause beyond the Supplier's reasonable control and if any such failure or delay continues for a period of 14 days the Supplier may terminate any affected Contract.

## **9. Confidential Information and Intellectual Property**

- 9.1 The Customer will not use, or disclose, any Confidential Information disclosed to the Customer.
- 9.2 All Intellectual Property Rights in all designs, drawings, technical information and documents created by the Supplier in relation to the Goods and/or Services will remain with the Supplier and will not be assigned to the Customer and no supply of Goods and/or Services to the Customer will grant to the Customer any Intellectual Property Rights in respect of the Goods and/or Services or such designs, drawings, technical information or documents.
- 9.3 If the Supplier supplies any designs, drawings, technical information or documents to the Customer as part of the Goods and/or Services, the Supplier grants the Customer a non-exclusive, non-transferrable, right to use the designs, drawings, technical information and documents strictly and only for the purposes of the Customer's use of the Goods and/or Services.
- 9.4 The Customer warrants that the Supplier's use of any designs, instructions or documents provided by the Customer to the Supplier will not infringe the Intellectual Property Rights of any other party.

## **10. Approvals**

The Customer must, at the Customer's expense, obtain all Approvals necessary for and incidental to the supply of the Goods and/or Services.

## **11. Defects, Warranties and Returns**

- 11.1 The Customer must inspect the Goods and any Services provided on delivery and must within 7 days of delivery notify the Supplier in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote.
- 11.2 Upon the notification referred to in clause 11.1, the Customer will allow the Supplier to inspect the Goods.
- 11.3 The Customer must at all times confirm that the Goods and Services are in every way suitable to the expected use.
- 11.4 These T&Cs do 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.
- 11.5 If the Customer is a consumer within the meaning of Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and Schedule 2 thereto (known as Australian Consumer Law or **ACL**) nothing in these T&Cs restricts, limits or modifies the Customer's rights or remedies against the Supplier for failure of a statutory guarantee under the ACL.
- 11.6 If the End User is 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 267A(1) of the ACL is the absolute limit of the Supplier's liability to the Customer;
  - (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 Customer,
- howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with the Goods or Services by the Customer or any third party.
- 11.7 If clauses 11.5 and 11.6 do not apply, the Supplier is not liable to the Customer in any way (whether under Statute, contract, tort, negligence or otherwise) arising under or in connection with the sale, installation, use of, storage or any other dealings with the Goods or Services by the Customer, End User or any third party.
- 11.8 The Supplier is not liable for any consequential loss or expense suffered by the Customer, End User or any third party however caused, including but not limited to loss of profits, business, revenue, savings, opportunity, reputation, access to markets publicity or goodwill or any such liability to the End User or a third party, except to the extent of any liability imposed by the ACL.
- 11.9 The Customer acknowledges and agrees that:
- (a) it has not relied on any service involving skill and judgment, or on any advice, recommendation, information or assistance provided by the Supplier in relation to the Goods or Services or their use or

application. Any advice, recommendations, information or assistance provided by the Supplier in relation to the Goods or Services supplied by it or their use or application is given in good faith, and is believed by the Supplier to be appropriate and reliable. However, as far as permitted by law, the Supplier is not liable for any loss or damage arising therefrom.

- (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 Customer;
- (c) all written or verbal comments made by the Supplier or Supplier's representatives are made on an "as is" basis without warranties of any kind either express or implied.

11.10 Nothing in these T&Cs 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.

## **12. Lien**

13.1 The Supplier retains a repairer's lien over the Goods and any property of the Customer and/or a general lien over any other property of the Customer that comes into the possession of the Supplier for any reason until all amounts owing by the Customer to the Supplier are paid in full.

13.2 Without limitation, the repairer's lien entitles the Supplier to:

- (a) refuse to return the Goods or any property of the Customer to the Customer; and/or
- (b) charge the Customer transport, rent, storage and all other expenses incurred relating to the possession of the Goods or any of the Customer's property.

13.3 Without limitation, the general lien entitles the Supplier, subject to giving 7 days notice to the Customer, sell the property by private treaty or public auction, whichever the Supplier in its sole discretion deems appropriate, and apply the proceeds to the repayment of its costs and expenses any sum which is due and payable by the Customer.

13.4 Should the Customer fail to collect any of the customer's property within 2 months of notification of the services being completed, the Supplier is authorised to sell such of the customer's property as remains in its possession in such manner as it sees fit (and is hereby appointed as the Customer's attorney for this purpose) and shall be at liberty to apply the proceeds of sale towards payment of any money due by the Customer to the Supplier and thereafter refund any excess to the Customer at its last known address.

13.5 The sale or delivery of part of the customer's property does not affect the repairer's lien.

13.6 The lien is in addition to any common law or legislative rights available to the Supplier concerning liens or unpaid invoices or unclaimed goods.

## **13. Release and Indemnity**

The Customer indemnifies the Supplier and each member of the Supplier's Personnel from and against any Liability or Claim arising directly or indirectly in relation to:

- (a) the accuracy of all information provided by the Customer to the Supplier in relation to the Goods and Services or any other matters;
- (b) the Customer's breach of these T&Cs or any Contract;
- (c) the negligence or wilful misconduct of the Customer or any member of the Customer's Personnel;
- (d) the Supplier or any member of the Supplier's Personnel delivering the Goods in accordance with the Customer's instructions;
- (e) the Supplier or any member of the Supplier's Personnel entering a delivery address;
- (f) damage to the property of the Customer or any third party during any delivery of Goods;
- (g) any spillage, breakage or contamination of Goods during any transport or delivery;
- (h) the Goods and/or Services not being fit for any particular purpose;
- (i) any tests in relation to Goods and/or Services;
- (j) the Customer or any member of the Customer's Personnel directly or indirectly causing any delay in the supply of any Goods and/or Services;

- (k) the Supplier having to resupply the Goods and/or Services, or undertake any rework, as a result of the actions or omissions of the Customer or any third party;
- (l) the Customer or any member of the Customer's Personnel refusing to accept any delivery;
- (m) the Customer or any member of the Customer's Personnel purporting to cancel any Order or Contract; and
- (n) any proceedings, claims and demands in relation to any secured property.

## **14. Termination**

14.1 The Supplier may immediately terminate, or suspend the performance of, any Contract and the Customer must immediately pay any money owed to the Supplier if:

- (a) the Customer breaches a term of these T&Cs or any Contract and does not remedy the breach within 7 days of receiving a notice from the Supplier requiring the Customer to do so;
- (b) the Customer breaches a term of these T&Cs or any Contract which is not capable of remedy;
- (c) there is any change in the Control of the Customer; or
- (d) an Insolvency Event arises in relation to the Customer.

## **15. Definitions**

In these T&Cs:

"Approvals" means all approvals, authorisations, permits, consents, determinations and licences which are issued, or required to be issued, by any Authority to permit the full and proper performance of the Supplier's obligations under these T&Cs;

"Authority" means any government or governmental, semi-governmental, administrative or judicial body, tribunal, department, commission, authority, agency, minister, statutory corporation, instrumentality or entity;

"Claim" means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise;

"Confidential Information" means information, whether in visual, oral, documentary, electronic, machine-readable, tangible, intangible or any other form, relating to the Supplier or any related entity of the Supplier including but not limited to any information relating to any business, products, markets, operations, processes, techniques, technology, forecasts, strategies or any other matter;

"Contract" means a contract formed as a result of the acceptance of an Order by the Supplier;

"Control" has the meaning set out in the Corporations Act;

"Corporations Act" means the Corporations Act 2001 (Cth);

"Customer" means the customer set out in any quotation, offer or other document provided by the Supplier (or, in the absence of such information, the customer who placed the Order);

"Delivery Date" means the date for the delivery of the Goods and/or Services in a Contract;

"End User" means any person, firm or corporation who has acquired Goods from the Customer;

"Goods" means the goods in a Contract;

"Insolvency Event" means any of the following, or any analogous, events:

- (a) the Customer disposes of the whole or any part of the Customer's assets, operations or business other than in the ordinary course of business;
- (b) the Customer ceases, or threatens to cease, carrying on business;
- (c) the Customer is unable to pay the Customer's debts as the debts fall due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Customer's assets, operations or business;

- (e) any step is taken for the Customer to enter into any arrangement or compromise with, or assignment for the benefit of, the Customer's creditors or any class of the Customer's creditors; or
- (f) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of the Customer's assets, operations or business;

"Intellectual Property Rights" means any present or future rights conferred by statute, common law or equity in any part of the world in relation to any confidential information, copyright, trade marks, service marks, designs, patents, circuit layouts, plant varieties, business names, domain names, inventions, trade secrets or other results of intellectual activity in any industrial, commercial, scientific, literary or artistic fields;

"Liability" means any loss, liability, cost, payment, damages, debt or expense (including but not limited to reasonable legal fees);

"Order" means any written or verbal order by the Customer to the Supplier for Goods and/or Services;

"Personnel" means any employee, servant, contractor, subcontractor, agent, partner, director or officer of a party;

"PPSA" means Personal Property Securities Act 2009 (Cth);

"Price" means the price of the Goods and/or Services as nominated by the Supplier from time to time;

"Services" means the services in a Contract and any services associated with the Goods;

"Supplier" means Vawdrey Australia Pty Ltd, and its related entities, successors and assigns; and

"T&Cs" means these Terms and Conditions of Supply.

## **16. Miscellaneous**

### **16.1 The parties agree:**

- (a) no Contract will create any partnership, joint venture, agency or relationship of employment between the parties;
- (b) these T&Cs or any Contract may only be amended with the Supplier's express written agreement;
- (c) any waiver by the Supplier must be express and in writing;
- (d) the Supplier's rights under these T&Cs or any Contract do not exclude any other rights of the Supplier;
- (e) no Contract will be a sale by sample;
- (f) in the event of any dispute, the Supplier's records will be conclusive evidence;
- (g) the actions of any person claiming to have the Customer's authority will bind the Customer to the extent permitted by law;
- (h) if any provision of these T&Cs or any Contract is unenforceable, the provision will be severed and the remaining provisions will continue to apply;
- (i) the Customer must immediately provide written notice to the Supplier if there is any change in the Control of the Customer;
- (j) the Supplier may assign any rights or benefits under any Contract or these T&Cs or any Contract to any third party;
- (k) the Customer may only assign any rights or benefits under any Contract or these T&Cs or any Contract with the Supplier's prior written consent; and
- (l) these T&Cs and any Contract will be governed by the laws of, and the parties submit to the jurisdiction of the courts of, the state in which the Goods and/or Services are delivered.

### **16.2 In these T&Cs:**

- (a) the headings will not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) any other grammatical form of a word or expression defined in these T&Cs has a corresponding meaning;
- (d) a reference to a document includes the document as novated, altered, supplemented or replaced;

- (e) a reference to a party includes the party's executors, administrators, heirs, successors in title, permitted assigns and substitutes;
- (f) a reference to a person includes a natural person, body corporate, partnership, trust, association or any other entity;
- (g) a reference to a statute, ordinance, code or law includes regulations, rules and other instruments under the statute, ordinance, code or law and any consolidations, amendments, re-enactments or replacements;
- (h) a word or expression defined in the Corporations Act has the meaning given to the word or expression in the Corporations Act;
- (i) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;
- (j) any agreement, representation, warranty or indemnity by two or more parties binds those parties jointly and severally;
- (k) any undertaking by a party not to do any act or thing will be deemed to include an undertaking not to permit or suffer the doing of that act or thing;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these T&Cs; and
- (m) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day.