

Baidannick Pty Ltd ACN 610 723 754 T/A Redsell – Terms & Conditions of Trade

1. **Definitions**
- 1.1 "Agreement" shall mean these Terms & Conditions of Trade, Quote, Application Form or other agreement or document as the context permits.
- 1.2 "Contractor" shall mean Baidannick Pty Ltd ACN 610 723 754 T/A Redsell its successors and assigns or any person acting on behalf of and with the authority of Baidannick Pty Ltd ACN 610 723 754 T/A Redsell.
- 1.3 "Client" shall mean the customer/Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by the Contractor to the Client.
- 1.4 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a personal debtor basis.
- 1.5 "Goods" shall mean goods supplied by the Contractor to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Contractor to the Client.
- 1.6 "Services" shall mean all services supplied by the Contractor to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.7 "Price" shall mean the price payable for the Goods as agreed between the Contractor and the Client in accordance with clause 4 of this contract.
- 1.8 "PPSA" means the Personal Property Securities Act 2009 (Cth).
2. **The Competition and Consumer Act 2010 (Cth) and other legislation**
- 2.1 Nothing in this Agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by the law (including the Competition and Consumer Act 2010) and which by law cannot be excluded, restricted or modified.
3. **Acceptance**
- 3.1 Any instructions received by the Contractor from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by the Contractor shall constitute acceptance of the terms and conditions contained herein.
- 3.2 Signing a Credit Account Application, Personal Guarantee, Privacy Notice, Invoice and/or Quote in favour of the Contractor is deemed acceptance of these terms and conditions.
- 3.3 The Client's acceptance of these terms and conditions can be implied where the client's conduct indicates that they have agreed to the supply of the Goods and/or Services by the Contractor.
- 3.4 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 3.5 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 Contractor.
- 3.6 Upon acceptance of these terms and conditions, the Client is deemed to have accepted the contents of any related documents provided to the Client including but not limited to documents such as a Personal Guarantee, Privacy Notice, Invoice and/or Quote.
- 3.7 The Client shall give the Contractor 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, change in the Client's directorship 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 Contractor as a result of the Client's failure to comply with this clause.
- 3.8 Acceptance of these Terms and Conditions are also accepted by and binding upon the estate and successors of the Client.
- 3.9 Goods are supplied by the Contractor only on the terms and conditions of trade 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 of trade.
4. **Price And Payment**
- 4.1 At the Contractor's sole discretion the Price shall be either:
 - (a) as indicated on invoices provided by the Contractor to the Client in respect of Goods supplied; or
 - (b) the Contractor's current price at the date of delivery of the Goods according to the Contractor's current Price list; or
 - (c) the Contractor's quoted Price (subject to clause 4.2) which shall be binding upon the Contractor provided that the Client shall accept the Contractor's quotation in writing within three (3) months.
- 4.2 The Contractor reserves the right to change the Price in the event of a variation to the Contractor's quotation.
- 4.3 At the Contractor's sole discretion a deposit may be required.
- 4.4 At the Contractor's sole discretion:
 - (a) payment shall be due on delivery of the Goods; or
 - (b) payment shall be due on delivery of the Goods; or
 - (c) payment for approved Clients shall be made by instalments in accordance with the Contractor's payment schedule.
- 4.5 Where no payment schedule has been specified the Contractor may submit a detailed payment claim at intervals not less than one (1) month for work performed up to the end of each month. The value of work so performed shall include the reasonable value of authorised variations to the value of materials delivered to the site but not yet installed.
- 4.6 Time for payment for the Goods 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.
- 4.7 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed between the Client and the Contractor.
- 4.8 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 At the Contractor's sole discretion delivery of the Goods shall take place when:
 - (a) the Client takes possession of the Goods at the Contractor's address; or
 - (b) the Client takes possession of the Goods at the Client's nominated address (in the event that the Goods are delivered by the Contractor or the Contractor's nominated carrier).
- 5.2 At the Contractor's sole discretion the costs of delivery are included in the Price.
- 5.3 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 Contractor shall be entitled to charge a reasonable fee for redelivery.
- 5.4 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.
- 5.5 The Contractor 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. The Contractor reserves the right to invoice with or without separating the instalments into separate invoices and to separate the instalments into an invoice or invoices as the Contractor sees fit.
- 5.6 Delivery of the Goods to be made within a timeframe at the Contractor's discretion or as advised by the Contractor in writing.
- 5.7 The failure of the Contractor to deliver shall not entitle either party to treat this contract as repudiated.
- 5.8 The Contractor shall not be liable for any loss or damage whatsoever due to failure by the Contractor to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of the Contractor.
6. **Risk**
- 6.1 If the Contractor retains ownership of the Goods nonetheless, 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 Contractor is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Contractor is sufficient evidence of the Contractor's rights to receive the insurance proceeds without the need for any person dealing with the Contractor to make further enquiries.
- 6.3 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client the Client must make any insurance claim available to them, on behalf of and for the benefit of the Contractor.
7. **Hazards**
- 7.1 Prior to the Contractor commencing any work the Client must advise the Contractor of any general hazards, including safety hazards. The Client must also advise the Contractor of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, Telstra cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- 7.2 Whilst the Contractor will take all care to avoid damage to any hazards/underground services the Client agrees to indemnify the Contractor in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 7.1.
8. **Title**
- 8.1 The Contractor and the Client agree that ownership of the Goods shall not pass until:
 - (a) the Client has paid the Contractor all amounts owing for the particular Goods; and
 - (b) the Client has met all other obligations due by the Client to the Contractor in respect of all contracts between the Contractor and the Client.
- 8.2 The Contractor hereby charges the Goods with the due and punctual payment of all payments due to the Contractor by the Client.
- 8.3 The Client consents to the Contractor lodging an interest over the Goods with the PPSA register and agrees that the Contractor is entitled to registration in priority to all other creditors of the Client over the Goods.
- 8.4 Receipt by the Contractor 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 Contractor's ownership or rights in respect of the Goods shall continue.
- 8.5 It is further agreed that:
 - (a) where practicable the Goods shall be kept separate and identifiable until the Contractor shall have received payment and all other obligations of the Client are met; and
 - (b) until such time as ownership of the Goods shall pass from the Contractor to the Client the Contractor may give notice in writing to the Client to return the Goods or any of them to the Contractor. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
- (c) the Contractor shall have the right of stopping the Goods in transit whether or not delivery has been made; and
- (d) the Client shall return the Goods to the Contractor then the Contractor or the Contractor's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Goods are situated and take possession of the Goods; and
- (e) the Client is only a bailee of the Goods and until such time as the Contractor has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods, or any including the amount the Client owes to the Contractor for the Goods, on trust for the Contractor; and
- (f) the Client shall not deal with the money of the Contractor in any way which may be adverse to the Contractor; and
- (g) 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 Contractor; and
- (h) the Contractor 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
- (i) 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 Contractor will be the owner of the end products.
9. **Defects**
- 9.1 The Client shall inspect the Goods on delivery and shall within three (3) days of delivery (time being of the essence) notify the Contractor of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Contractor an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Contractor has agreed in writing that the Client is entitled to reject, the Contractor's liability is limited to either (at the Contractor's discretion) replacing the Goods or repairing the Goods except where the Client has acquired Goods as a consumer within the meaning of the Trade Practices Act 1974 (Cth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.
- 9.2 Goods will not be accepted for return other than in accordance with 9.1 above.
10. **Warranty**
- 10.1 Subject to the conditions of warranty set out in clause 10.2 the Contractor warrants that if any defect in any workmanship of the Contractor becomes apparent and is reported to the Contractor within twelve (12) months of the date of delivery (time being of the essence) then the Contractor will either (at the Contractor's sole discretion) replace or remedy the workmanship.
- 10.2 The conditions applicable to the warranty given by clause 10.1 are:
 - (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Client to properly maintain any Goods; or
 - (ii) failure on the part of the Client to follow any instructions or guidelines provided by the Contractor; or
 - (iii) any use of any Goods otherwise than for any application specified on a quote or order form; or
 - (iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (v) fair wear and tear, any accident or act of God.
 - (b) the warranty shall cease and the Contractor shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Contractor's consent.
 - (c) in respect of all claims the Contractor shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.
- 10.3 For Goods not manufactured by the Contractor, the warranty shall be the current warranty provided by the Goods manufacturer. The Contractor shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
11. **Intellectual Property**
- 11.1 Where the Contractor has designed, drawn or written Goods for the Client, then the copyright in those designs and drawings and documents shall remain vested in the Contractor, and shall only be used by the Client at the Contractor's discretion.
- 11.2 The Client warrants that all designs or instructions to the Contractor will not cause the Contractor to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Contractor against any action taken by a third party against the Contractor in respect of any such infringement.
12. **Default and Consequences of Default**
- 12.1 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 one half percent (2.5%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 12.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for all costs and expenses incurred by the Contractor in favour of the Contractor.
- 12.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in pursuing the debt including legal costs on a solicitor and own client basis and the Contractor's collection agency costs.
- 12.4 Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Contractor may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. The Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.
- 12.5 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 two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 12.6 Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable in the event that:
 - (a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client; or
 - (d) a default judgment is sought against the Client; or
 - (e) the expiry of a statutory demand/bankruptcy notice.In the circumstances that one of the events listed in clause 12.6(a), (b), (c), (d) or (e) occur the Contractor is entitled to list any debt owed to the Contractor by the Client and/or any Guarantor with any credit reporting agency/agencies.
13. **Severance and Change**
- 13.1 Despite anything to the contrary contained herein or any other rights which the Contractor may have otherwise:
 - (a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor hereby charge as beneficial owner and trustee of every trust all the Client's and/or Guarantor's (if default judgment is acquired in the future) real and personal property (whether named as trustee or otherwise) and the performance and observance of the Client's and/or Guarantor's (if any) covenant under these Terms and Conditions.
 - (b) should the Contractor elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis.
 - (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Contractor or the Contractor's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 13.1.
14. **Cancellation**
- 14.1 The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Contractor shall repay to the Client any sums paid in respect of the Price. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 14.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by the Contractor (including, but not limited to, any loss of profits) up to the time of cancellation.
15. **Privacy Act 1988**
- 15.1 The Client and/or Guarantor's agree to the terms of any Privacy Notice supplied to and signed by the Client and/or Guarantor's.
- 15.2 The Client and/or Guarantor's agree for the Contractor to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor's in relation to credit provided by the Contractor.
- 15.3 The Client and/or Guarantor's agree that the Contractor may exchange information about the Client and Guarantor's with other 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 credit worthiness of the Client and/or Guarantor's.
- 15.4 The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit.
- 15.5 The Client agrees that personal credit information provided may be used and retained by the Contractor for the following purposes and for other purposes as shall be agreed between the Client and Contractor or required by law from time to time:
 - (a) provision of Goods; and/or
- (b) marketing of Goods by the Contractor, its agents or distributors in relation to the Goods; and/or
- (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by 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.
- 15.6 The Contractor 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; and/or
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
16. **Unpaid Seller's Rights**
- 16.1 Where the Client has left any item with the Contractor for repair, modification, exchange or for the Contractor to perform any other Service in relation to the item and the Contractor has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Contractor shall have:
 - (a) a lien on the item; and
 - (b) the right to retain the item for the Price while the Contractor is in possession of the item; and
 - (c) a right to sell the item.
- 16.2 The lien of the Contractor shall continue despite the commencement of proceedings, or judgment for the Price having been obtained.
17. **Building and Construction Industry Payments Act 2004**
- 17.1 At the Contractor's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Payments Act 2004 may apply.
- 17.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.
18. **Personal Property Securities Act**
- 18.1 In this clause all terms have the meaning given to them in the Personal Properties Security Act 2009.
- 18.2 In this clause Property includes all Goods supplied by the Contractor to the Client, including but not limited to Goods as described on the Tax Invoice, quotation, work authorisation, Application Form, Job Order Form; or other form as approved by the Contractor and includes Services relating thereto.
- 18.3 This clause considers Property to be Personal Properties Security Act 2009 Retention of Title Property in accordance with s51F of the Corporations Act 2001 (Cth).
- 18.4 If the Contractor grants credit terms to the Client, then to secure the punctual payment of all amounts owed by the Client to the Contractor, the Client grants to the Contractor a security interest over all:
 - (a) present and after-acquired property of the Client in relation to which the Client can be grantor of a security interest under the Personal Properties Security Act 2009; and
 - (b) Property (including any proceeds of that Property) supplied on retention of title terms to the Client by the Contractor pursuant to the terms of this Agreement.
- 18.5 The Client acknowledges that this Agreement:
 - (a) constitutes a security agreement;
 - (b) creates a security interest in all Goods previously supplied by the Contractor to the Client; and
 - (c) creates a security interest in all Goods that will be supplied in the future by the Contractor to the Client.
- 18.6 The Client agrees to promptly sign any further documents and/or provide any further information which the Contractor may reasonably require to:
 - (a) register a financing statement or financing charge statement in relation to a security interest on the Personal Properties Security Register;
 - (b) register any other document required to be registered by the Personal Properties Security Act 2009; or
 - (c) correct a defect in a statement referred to in this clause.
- 18.7 The Client agrees to indemnify, and upon demand reimburse the Contractor for all amounts and costs incurred by the Contractor in registering a statement referred to in clause 22.6 of this Agreement on the Personal Properties Security Register or releasing any Goods charged thereby;
- 18.8 The Client agrees not to register a financing charge statement in respect of a security interest without the prior written consent of the Contractor.
- 18.9 The Client agrees not to register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods in favour of a third party without the prior written consent of the Contractor.
- 18.10 The Client agrees to immediately advise the Contractor 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.
- 18.11 The Contractor and the Client agree to expressly exclude the operation of the following provisions of the Personal Properties Security Act 2009 from this Agreement:
 - (a) Section 96;
 - (b) Section 115; and
 - (c) Section 125 of the Personal Properties Security Act 2009.
- 18.12 The Client waives its rights to receive notices under:
 - (a) Section 95;
 - (b) Section 118;
 - (c) Section 121(4);
 - (d) Section 130;
 - (e) Section 132(3)(d); and
 - (f) Section 132(4) of the Personal Properties Security Act 2009.
- 18.13 The Client waives its right to receive a verification statement under section 157 of the Personal Properties Security Act 2009.
- 18.14 The Client waives its rights as a grantor/ debtor under:
 - (a) Section 142; and
 - (b) Section 143 of the Personal Properties Security Act 2009
- 18.15 The Client agrees to unconditionally ratify an action taken by the Contractor under this section.
19. **Liability**
- 19.1 The Client acknowledges that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these Terms and Conditions and there are rights and remedies conferred on the Client in relation to the provision of the Services and/or Goods which cannot be excluded, restricted or modified by the Agreement ("Non-excludable Rights").
- 19.2 The Contractor disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the Client, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. To the extent permitted by law, the liability of the Contractor for a breach of a Non-Excludable Right is limited, at the Contractor's option, to the supplying of the Services and/or Goods again or payment of the cost of having the Services and/or Goods supplied again.
- 19.3 The Contractor's liability for any claim in relation to this Agreement or the supply or performance of the Services and/or Goods (whether under statute, contract, tort, negligence or otherwise) will be limited to the amount of the fee paid by the Client to the Contractor.
- 19.4 The Contractor is not liable to the Client for any claim of any kind arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any direct or indirect loss including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) of any remote abnormal unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties, as a result of or in connection with the provision of the supply or performance of the Services and/or Goods.
- 19.5 The Client agrees that they waive any claim, future or present, that they may have or may arise against the Contractor that is in any way connected directly or indirectly with the supply of the Services and/or Goods.
- 19.6 Notwithstanding any other provision of this Agreement, the Contractor is in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate the Client for any increased costs or expenses, loss of profit, revenue, business, contracts or anticipated savings loss or expense resulting from a claim by a third party, any special, indirect or consequential loss or damage of any nature whatsoever caused by the Contractor's failure to complete or delay in supply of the Services and/or Goods.
- 19.7 The Client further indemnifies the Contractor from any costs or charges that in anyway directly or indirectly relate to the supply of the Services and/or Goods and further for any services or goods that the Contractor performs or supplies.
20. **General**
- 20.1 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.
- 20.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
- 20.3 The Contractor 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 Contractor of these terms and conditions.
- 20.4 In the event of any breach of this contract by the Contractor the remedies of the Client shall be limited to damages which the Client can prove under no circumstances shall exceed the Price of the Goods.
- 20.5 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 Contractor nor to withhold payment of any invoice because part of that invoice is in dispute.
- 20.6 The Contractor may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 20.7 The Client agrees that the Contractor 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 Contractor notifies the Client of such change.
- 20.8 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.
- 20.9 The failure by the Contractor to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Contractor's right to subsequently enforce that provision.