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1. **YOUR SINCLAIRCLEANINGSOLUTIONS.COM.AU ACCOUNT AND SITE.** IF YOU CREATE A BLOG/SITE ON THE WEBSITE, YOU ARE RESPONSIBLE FOR MAINTAINING THE SECURITY OF YOUR ACCOUNT AND BLOG, AND YOU ARE FULLY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER THE ACCOUNT AND ANY OTHER ACTIONS TAKEN IN CONNECTION WITH THE BLOG. YOU MUST NOT DESCRIBE OR ASSIGN KEYWORDS TO YOUR BLOG IN A MISLEADING OR UNLAWFUL MANNER, INCLUDING IN A MANNER INTENDED TO TRADE ON THE NAME OR REPUTATION OF OTHERS, AND SINCLAIR CLEANING SOLUTIONS MAY CHANGE OR REMOVE ANY DESCRIPTION OR KEYWORD THAT IT CONSIDERS INAPPROPRIATE OR UNLAWFUL, OR OTHERWISE LIKELY TO CAUSE SINCLAIR CLEANING SOLUTIONS LIABILITY. YOU MUST IMMEDIATELY NOTIFY SINCLAIR CLEANING SOLUTIONS OF ANY UNAUTHORIZED USES OF YOUR BLOG, YOUR ACCOUNT OR ANY OTHER BREACHES OF SECURITY. SINCLAIR CLEANING SOLUTIONS WILL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS BY YOU, INCLUDING ANY DAMAGES OF ANY KIND INCURRED AS A RESULT OF SUCH ACTS OR OMISSIONS.
2. **RESPONSIBILITY OF CONTRIBUTORS.** IF YOU OPERATE A BLOG, COMMENT ON A BLOG, POST MATERIAL TO THE WEBSITE, POST LINKS ON THE WEBSITE, OR OTHERWISE MAKE (OR ALLOW ANY THIRD PARTY TO MAKE) MATERIAL AVAILABLE BY MEANS OF THE WEBSITE (ANY SUCH MATERIAL, "CONTENT"), YOU ARE ENTIRELY RESPONSIBLE FOR THE CONTENT OF, AND ANY HARM RESULTING FROM, THAT CONTENT. THAT IS THE CASE REGARDLESS OF WHETHER THE CONTENT IN QUESTION CONSTITUTES TEXT, GRAPHICS, AN AUDIO FILE, OR COMPUTER SOFTWARE. BY MAKING CONTENT AVAILABLE, YOU REPRESENT AND WARRANT THAT:
 - THE DOWNLOADING, COPYING AND USE OF THE CONTENT WILL NOT INFRINGE THE PROPRIETARY RIGHTS, INCLUDING BUT NOT LIMITED TO THE COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET RIGHTS, OF ANY THIRD PARTY;

- IF YOUR EMPLOYER HAS RIGHTS TO INTELLECTUAL PROPERTY YOU CREATE, YOU HAVE EITHER (I) RECEIVED PERMISSION FROM YOUR EMPLOYER TO POST OR MAKE AVAILABLE THE CONTENT, INCLUDING BUT NOT LIMITED TO ANY SOFTWARE, OR (II) SECURED FROM YOUR EMPLOYER A WAIVER AS TO ALL RIGHTS IN OR TO THE CONTENT;
- YOU HAVE FULLY COMPLIED WITH ANY THIRD-PARTY LICENSES RELATING TO THE CONTENT, AND HAVE DONE ALL THINGS NECESSARY TO SUCCESSFULLY PASS THROUGH TO END USERS ANY REQUIRED TERMS;
- THE CONTENT DOES NOT CONTAIN OR INSTALL ANY VIRUSES, WORMS, MALWARE, TROJAN HORSES OR OTHER HARMFUL OR DESTRUCTIVE CONTENT;
- THE CONTENT IS NOT SPAM, IS NOT MACHINE- OR RANDOMLY-GENERATED, AND DOES NOT CONTAIN UNETHICAL OR UNWANTED COMMERCIAL CONTENT DESIGNED TO DRIVE TRAFFIC TO THIRD PARTY SITES OR BOOST THE SEARCH ENGINE RANKINGS OF THIRD PARTY SITES, OR TO FURTHER UNLAWFUL ACTS (SUCH AS PHISHING) OR MISLEAD RECIPIENTS AS TO THE SOURCE OF THE MATERIAL (SUCH AS SPOOFING);
- THE CONTENT IS NOT PORNOGRAPHIC, DOES NOT CONTAIN THREATS OR INCITE VIOLENCE TOWARDS INDIVIDUALS OR ENTITIES, AND DOES NOT VIOLATE THE PRIVACY OR PUBLICITY RIGHTS OF ANY THIRD PARTY;
- YOUR BLOG IS NOT GETTING ADVERTISED VIA UNWANTED ELECTRONIC MESSAGES SUCH AS SPAM LINKS ON NEWSGROUPS, EMAIL LISTS, OTHER BLOGS AND WEB SITES, AND SIMILAR UNSOLICITED PROMOTIONAL METHODS;
- YOUR BLOG IS NOT NAMED IN A MANNER THAT MISLEADS YOUR READERS INTO THINKING THAT YOU ARE ANOTHER PERSON OR COMPANY. FOR EXAMPLE, YOUR BLOG'S URL OR NAME IS NOT THE NAME OF A PERSON OTHER THAN YOURSELF OR COMPANY OTHER THAN YOUR OWN; AND
- YOU HAVE, IN THE CASE OF CONTENT THAT INCLUDES COMPUTER CODE, ACCURATELY CATEGORIZED AND/OR DESCRIBED THE TYPE, NATURE, USES AND EFFECTS OF THE MATERIALS, WHETHER REQUESTED TO DO SO BY SINCLAIR CLEANING SOLUTIONS OR OTHERWISE.

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3. **PAYMENT AND RENEWAL.**

• **GENERAL TERMS.**

BY SELECTING A PRODUCT OR SERVICE, YOU AGREE TO PAY SINCLAIR CLEANING SOLUTIONS THE ONE-TIME AND/OR MONTHLY OR ANNUAL SUBSCRIPTION FEES INDICATED (ADDITIONAL PAYMENT TERMS MAY BE INCLUDED IN OTHER COMMUNICATIONS). SUBSCRIPTION PAYMENTS WILL BE CHARGED ON A PRE-PAY BASIS ON THE DAY YOU SIGN UP FOR AN UPGRADE AND WILL COVER THE USE OF THAT SERVICE FOR A MONTHLY OR ANNUAL SUBSCRIPTION PERIOD AS INDICATED. PAYMENTS ARE NOT REFUNDABLE.

• **AUTOMATIC RENEWAL.**

UNLESS YOU NOTIFY SINCLAIR CLEANING SOLUTIONS BEFORE THE END OF THE APPLICABLE SUBSCRIPTION PERIOD THAT YOU WANT TO CANCEL A SUBSCRIPTION, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AND YOU AUTHORIZE US TO COLLECT THE THEN-APPLICABLE ANNUAL OR MONTHLY SUBSCRIPTION FEE FOR SUCH SUBSCRIPTION (AS WELL AS ANY TAXES) USING ANY CREDIT CARD OR OTHER PAYMENT MECHANISM WE HAVE ON RECORD FOR YOU. UPGRADES CAN BE CANCELED AT ANY TIME BY SUBMITTING YOUR REQUEST TO SINCLAIR CLEANING SOLUTIONS IN WRITING.

4. **SERVICES.**

• **FEES; PAYMENT.** BY SIGNING UP FOR A SERVICES ACCOUNT YOU AGREE TO PAY SINCLAIR CLEANING SOLUTIONS THE APPLICABLE SETUP FEES AND RECURRING FEES. APPLICABLE FEES WILL BE INVOICED STARTING FROM THE DAY YOUR SERVICES ARE ESTABLISHED AND IN ADVANCE OF USING SUCH SERVICES. SINCLAIR CLEANING SOLUTIONS RESERVES THE RIGHT TO CHANGE THE PAYMENT TERMS AND FEES UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO YOU. SERVICES CAN BE CANCELED BY YOU AT ANYTIME ON THIRTY (30) DAYS WRITTEN NOTICE TO SINCLAIR CLEANING SOLUTIONS.

• **SUPPORT.** IF YOUR SERVICE INCLUDES ACCESS TO PRIORITY EMAIL SUPPORT. "EMAIL SUPPORT" MEANS THE ABILITY TO MAKE REQUESTS FOR TECHNICAL SUPPORT ASSISTANCE BY EMAIL AT ANY TIME (WITH REASONABLE EFFORTS BY SINCLAIR CLEANING SOLUTIONS TO RESPOND WITHIN ONE BUSINESS DAY) CONCERNING THE USE OF THE VIP SERVICES. "PRIORITY" MEANS THAT SUPPORT TAKES PRIORITY OVER SUPPORT FOR USERS OF THE STANDARD OR FREE SINCLAIRCLEANINGSOLUTIONS.COM.AU SERVICES. ALL SUPPORT WILL BE PROVIDED IN ACCORDANCE WITH SINCLAIR CLEANING SOLUTIONS STANDARD SERVICES PRACTICES, PROCEDURES AND POLICIES.

5. **RESPONSIBILITY OF WEBSITE VISITORS.** SINCLAIR CLEANING SOLUTIONS HAS NOT REVIEWED, AND CANNOT REVIEW, ALL OF THE MATERIAL, INCLUDING COMPUTER SOFTWARE, POSTED TO THE WEBSITE, AND CANNOT THEREFORE BE RESPONSIBLE FOR THAT MATERIAL'S CONTENT, USE OR EFFECTS. BY OPERATING THE WEBSITE, SINCLAIR CLEANING SOLUTIONS DOES NOT REPRESENT OR IMPLY THAT IT ENDORSES THE MATERIAL THERE POSTED, OR THAT IT BELIEVES SUCH MATERIAL TO BE ACCURATE, USEFUL OR NON-HARMFUL. YOU ARE RESPONSIBLE

FOR TAKING PRECAUTIONS AS NECESSARY TO PROTECT YOURSELF AND YOUR COMPUTER SYSTEMS FROM VIRUSES, WORMS, TROJAN HORSES, AND OTHER HARMFUL OR DESTRUCTIVE CONTENT. THE WEBSITE MAY CONTAIN CONTENT THAT IS OFFENSIVE, INDECENT, OR OTHERWISE OBJECTIONABLE, AS WELL AS CONTENT CONTAINING TECHNICAL INACCURACIES, TYPOGRAPHICAL MISTAKES, AND OTHER ERRORS. THE WEBSITE MAY ALSO CONTAIN MATERIAL THAT VIOLATES THE PRIVACY OR PUBLICITY RIGHTS, OR INFRINGES THE INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS, OF THIRD PARTIES, OR THE DOWNLOADING, COPYING OR USE OF WHICH IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, STATED OR UNSTATED. SINCLAIR CLEANING SOLUTIONS DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM THE USE BY VISITORS OF THE WEBSITE, OR FROM ANY DOWNLOADING BY THOSE VISITORS OF CONTENT THERE POSTED.

6. **CONTENT POSTED ON OTHER WEBSITES.** WE HAVE NOT REVIEWED, AND CANNOT REVIEW, ALL OF THE MATERIAL, INCLUDING COMPUTER SOFTWARE, MADE AVAILABLE THROUGH THE WEBSITES AND WEBPAGES TO WHICH SINCLAIRCLEANINGSOLUTIONS.COM.AU LINKS, AND THAT LINK TO SINCLAIRCLEANINGSOLUTIONS.COM.AU. SINCLAIR CLEANING SOLUTIONS DOES NOT HAVE ANY CONTROL OVER THOSE NON-SINCLAIR CLEANING SOLUTIONS WEBSITES AND WEBPAGES, AND IS NOT RESPONSIBLE FOR THEIR CONTENTS OR THEIR USE. BY LINKING TO A NON-SINCLAIR CLEANING SOLUTIONS WEBSITE OR WEBPAGE, SINCLAIR CLEANING SOLUTIONS DOES NOT REPRESENT OR IMPLY THAT IT ENDORSES SUCH WEBSITE OR WEBPAGE. YOU ARE RESPONSIBLE FOR TAKING PRECAUTIONS AS NECESSARY TO PROTECT YOURSELF AND YOUR COMPUTER SYSTEMS FROM VIRUSES, WORMS, TROJAN HORSES, AND OTHER HARMFUL OR DESTRUCTIVE CONTENT. SINCLAIR CLEANING SOLUTIONS DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM YOUR USE OF NON-SINCLAIR CLEANING SOLUTIONS WEBSITES AND WEBPAGES.
7. **COPYRIGHT INFRINGEMENT AND DMCA POLICY.** AS SINCLAIR CLEANING SOLUTIONS ASKS OTHERS TO RESPECT ITS INTELLECTUAL PROPERTY RIGHTS, IT RESPECTS THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. IF YOU BELIEVE THAT MATERIAL LOCATED ON OR LINKED TO BY SINCLAIRCLEANINGSOLUTIONS.COM.AU VIOLATES YOUR COPYRIGHT, YOU ARE ENCOURAGED TO NOTIFY SINCLAIR CLEANING SOLUTIONS IN ACCORDANCE WITH SINCLAIR CLEANING SOLUTIONS'S DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") POLICY. SINCLAIR CLEANING SOLUTIONS WILL RESPOND TO ALL SUCH NOTICES, INCLUDING AS REQUIRED OR APPROPRIATE BY REMOVING THE INFRINGING MATERIAL OR DISABLING ALL LINKS TO THE INFRINGING MATERIAL. SINCLAIR CLEANING SOLUTIONS WILL TERMINATE A VISITOR'S ACCESS TO AND USE OF THE WEBSITE IF, UNDER APPROPRIATE CIRCUMSTANCES, THE VISITOR IS DETERMINED TO BE A REPEAT INFRINGER OF THE COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF SINCLAIR CLEANING SOLUTIONS OR OTHERS. IN THE CASE OF SUCH TERMINATION, SINCLAIR CLEANING SOLUTIONS WILL HAVE NO OBLIGATION TO PROVIDE A REFUND OF ANY AMOUNTS PREVIOUSLY PAID TO SINCLAIR CLEANING SOLUTIONS.
8. **INTELLECTUAL PROPERTY.** THIS AGREEMENT DOES NOT TRANSFER FROM SINCLAIR CLEANING SOLUTIONS TO YOU ANY SINCLAIR CLEANING SOLUTIONS OR THIRD PARTY INTELLECTUAL PROPERTY, AND ALL RIGHT, TITLE AND INTEREST IN AND TO SUCH PROPERTY WILL REMAIN (AS BETWEEN THE PARTIES) SOLELY WITH SINCLAIR CLEANING SOLUTIONS. SINCLAIR CLEANING SOLUTIONS, SINCLAIRCLEANINGSOLUTIONS.COM.AU, THE SINCLAIRCLEANINGSOLUTIONS.COM.AU LOGO, AND ALL OTHER TRADEMARKS, SERVICE MARKS, GRAPHICS AND LOGOS USED IN CONNECTION WITH

SINCLAIRCLEANINGSOLUTIONS.COM.AU, OR THE WEBSITE ARE TRADEMARKS OR REGISTERED TRADEMARKS OF SINCLAIR CLEANING SOLUTIONS OR SINCLAIR CLEANING SOLUTIONS'S LICENSORS. OTHER TRADEMARKS, SERVICE MARKS, GRAPHICS AND LOGOS USED IN CONNECTION WITH THE WEBSITE MAY BE THE TRADEMARKS OF OTHER THIRD PARTIES. YOUR USE OF THE WEBSITE GRANTS YOU NO RIGHT OR LICENSE TO REPRODUCE OR OTHERWISE USE ANY SINCLAIR CLEANING SOLUTIONS OR THIRD-PARTY TRADEMARKS.

9. **ADVERTISEMENTS.** SINCLAIR CLEANING SOLUTIONS RESERVES THE RIGHT TO DISPLAY ADVERTISEMENTS ON YOUR BLOG UNLESS YOU HAVE PURCHASED AN AD-FREE ACCOUNT.
10. **ATTRIBUTION.** SINCLAIR CLEANING SOLUTIONS RESERVES THE RIGHT TO DISPLAY ATTRIBUTION LINKS SUCH AS 'BLOG AT SINCLAIRCLEANINGSOLUTIONS.COM.AU,' THEME AUTHOR, AND FONT ATTRIBUTION IN YOUR BLOG FOOTER OR TOOLBAR.
11. **PARTNER PRODUCTS.** BY ACTIVATING A PARTNER PRODUCT (E.G. THEME) FROM ONE OF OUR PARTNERS, YOU AGREE TO THAT PARTNER'S TERMS OF SERVICE. YOU CAN OPT OUT OF THEIR TERMS OF SERVICE AT ANY TIME BY DE-ACTIVATING THE PARTNER PRODUCT.
12. **DOMAIN NAMES.** IF YOU ARE REGISTERING A DOMAIN NAME, USING OR TRANSFERRING A PREVIOUSLY REGISTERED DOMAIN NAME, YOU ACKNOWLEDGE AND AGREE THAT USE OF THE DOMAIN NAME IS ALSO SUBJECT TO THE POLICIES OF THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS ("ICANN"), INCLUDING THEIR REGISTRATION RIGHTS AND RESPONSIBILITIES.
13. **CHANGES.** SINCLAIR CLEANING SOLUTIONS RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO MODIFY OR REPLACE ANY PART OF THIS AGREEMENT. IT IS YOUR RESPONSIBILITY TO CHECK THIS AGREEMENT PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF OR ACCESS TO THE WEBSITE FOLLOWING THE POSTING OF ANY CHANGES TO THIS AGREEMENT CONSTITUTES ACCEPTANCE OF THOSE CHANGES. SINCLAIR CLEANING SOLUTIONS MAY ALSO, IN THE FUTURE, OFFER NEW SERVICES AND/OR FEATURES THROUGH THE WEBSITE (INCLUDING, THE RELEASE OF NEW TOOLS AND RESOURCES). SUCH NEW FEATURES AND/OR SERVICES SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.
14. **TERMINATION.** SINCLAIR CLEANING SOLUTIONS MAY TERMINATE YOUR ACCESS TO ALL OR ANY PART OF THE WEBSITE AT ANY TIME, WITH OR WITHOUT CAUSE, WITH OR WITHOUT NOTICE, EFFECTIVE IMMEDIATELY. IF YOU WISH TO TERMINATE THIS AGREEMENT OR YOUR SINCLAIRCLEANINGSOLUTIONS.COM.AU ACCOUNT (IF YOU HAVE ONE), YOU MAY SIMPLY DISCONTINUE USING THE WEBSITE. NOTWITHSTANDING THE FOREGOING, IF YOU HAVE A PAID SERVICES ACCOUNT, SUCH ACCOUNT CAN ONLY BE TERMINATED BY SINCLAIR CLEANING SOLUTIONS IF YOU MATERIALLY BREACH THIS AGREEMENT AND FAIL TO CURE SUCH BREACH WITHIN THIRTY (30) DAYS FROM SINCLAIR CLEANING SOLUTIONS'S NOTICE TO YOU THEREOF; PROVIDED THAT, SINCLAIR CLEANING SOLUTIONS CAN TERMINATE THE WEBSITE IMMEDIATELY AS PART OF A GENERAL SHUT DOWN OF OUR SERVICE. ALL PROVISIONS OF THIS AGREEMENT WHICH BY THEIR NATURE SHOULD SURVIVE TERMINATION SHALL SURVIVE TERMINATION, INCLUDING, WITHOUT LIMITATION, OWNERSHIP PROVISIONS, WARRANTY DISCLAIMERS, INDEMNITY AND LIMITATIONS OF LIABILITY.
15. **DISCLAIMER OF WARRANTIES.** THE WEBSITE IS PROVIDED "AS IS". SINCLAIR CLEANING SOLUTIONS AND ITS SUPPLIERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER SINCLAIR CLEANING SOLUTIONS NOR ITS SUPPLIERS AND LICENSORS, MAKES ANY WARRANTY THAT

THE WEBSITE WILL BE ERROR FREE OR THAT ACCESS THERETO WILL BE CONTINUOUS OR UNINTERRUPTED. YOU UNDERSTAND THAT YOU DOWNLOAD FROM, OR OTHERWISE OBTAIN CONTENT OR SERVICES THROUGH, THE WEBSITE AT YOUR OWN DISCRETION AND RISK.

16. **LIMITATION OF LIABILITY.** IN NO EVENT WILL SINCLAIR CLEANING SOLUTIONS, OR ITS SUPPLIERS OR LICENSORS, BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) THE COST OF PROCUREMENT FOR SUBSTITUTE PRODUCTS OR SERVICES; (III) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (IV) FOR ANY AMOUNTS THAT EXCEED THE FEES PAID BY YOU TO SINCLAIR CLEANING SOLUTIONS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CAUSE OF ACTION. SINCLAIR CLEANING SOLUTIONS SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND THEIR REASONABLE CONTROL. THE FOREGOING SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
17. **GENERAL REPRESENTATION AND WARRANTY.** YOU REPRESENT AND WARRANT THAT (I) YOUR USE OF THE WEBSITE WILL BE IN STRICT ACCORDANCE WITH THE SINCLAIR CLEANING SOLUTIONS PRIVACY POLICY, WITH THIS AGREEMENT AND WITH ALL APPLICABLE LAWS AND REGULATIONS (INCLUDING WITHOUT LIMITATION ANY LOCAL LAWS OR REGULATIONS IN YOUR COUNTRY, STATE, CITY, OR OTHER GOVERNMENTAL AREA, REGARDING ONLINE CONDUCT AND ACCEPTABLE CONTENT, AND INCLUDING ALL APPLICABLE LAWS REGARDING THE TRANSMISSION OF TECHNICAL DATA EXPORTED FROM THE UNITED STATES OR THE COUNTRY IN WHICH YOU RESIDE) AND (II) YOUR USE OF THE WEBSITE WILL NOT INFRINGE OR MISAPPROPRIATE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
18. **INDEMNIFICATION.** YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SINCLAIR CLEANING SOLUTIONS, ITS CONTRACTORS, AND ITS LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF YOUR USE OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO YOUR VIOLATION OF THIS AGREEMENT.
19. **MISCELLANEOUS.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN SINCLAIR CLEANING SOLUTIONS AND YOU CONCERNING THE SUBJECT MATTER HEREOF, AND THEY MAY ONLY BE MODIFIED BY A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED EXECUTIVE OF SINCLAIR CLEANING SOLUTIONS, OR BY THE POSTING BY SINCLAIR CLEANING SOLUTIONS OF A REVISED VERSION. EXCEPT TO THE EXTENT APPLICABLE LAW, IF ANY, PROVIDES OTHERWISE, THIS AGREEMENT, ANY ACCESS TO OR USE OF THE WEBSITE WILL BE GOVERNED BY THE LAWS OF THE COBURG NORTH VIC 3058, AUSTRALIA, EXCLUDING ITS CONFLICT OF LAW PROVISIONS, AND THE PROPER VENUE FOR ANY DISPUTES ARISING OUT OF OR RELATING TO ANY OF THE SAME WILL BE THE STATE AND FEDERAL COURTS LOCATED IN COBURG NORTH VIC. EXCEPT FOR CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF OR CLAIMS REGARDING INTELLECTUAL PROPERTY RIGHTS (WHICH MAY BE BROUGHT IN ANY COMPETENT COURT WITHOUT THE POSTING OF A BOND), ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE FINALLY SETTLED IN ACCORDANCE WITH THE COMPREHENSIVE ARBITRATION RULES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICE, INC. ("JAMS") BY THREE ARBITRATORS APPOINTED IN ACCORDANCE WITH SUCH RULES. THE ARBITRATION SHALL TAKE PLACE IN COBURG NORTH VIC 3058, IN THE ENGLISH LANGUAGE AND THE ARBITRAL DECISION MAY BE ENFORCED IN ANY COURT. THE PREVAILING PARTY IN ANY

ACTION OR PROCEEDING TO ENFORCE THIS AGREEMENT SHALL BE ENTITLED TO COSTS AND ATTORNEYS' FEES. IF ANY PART OF THIS AGREEMENT IS HELD INVALID OR UNENFORCEABLE, THAT PART WILL BE CONSTRUED TO REFLECT THE PARTIES' ORIGINAL INTENT, AND THE REMAINING PORTIONS WILL REMAIN IN FULL FORCE AND EFFECT. A WAIVER BY EITHER PARTY OF ANY TERM OR CONDITION OF THIS AGREEMENT OR ANY BREACH THEREOF, IN ANY ONE INSTANCE, WILL NOT WAIVE SUCH TERM OR CONDITION OR ANY SUBSEQUENT BREACH THEREOF. YOU MAY ASSIGN YOUR RIGHTS UNDER THIS AGREEMENT TO ANY PARTY THAT CONSENTS TO, AND AGREES TO BE BOUND BY, ITS TERMS AND CONDITIONS; SINCLAIR CLEANING SOLUTIONS MAY ASSIGN ITS RIGHTS UNDER THIS AGREEMENT WITHOUT CONDITION. THIS AGREEMENT WILL BE BINDING UPON AND WILL INURE TO THE BENEFIT OF THE PARTIES, THEIR SUCCESSORS AND PERMITTED ASSIGNS.

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Like most website operators, Sinclair Cleaning Solutions collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. Sinclair Cleaning Solutions's purpose in collecting non-personally identifying information is to better understand how Sinclair Cleaning Solutions's visitors use its website. From time to time, Sinclair Cleaning Solutions may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its website.

Sinclair Cleaning Solutions also collects potentially personally-identifying information like Internet Protocol (IP) addresses for logged in users and for users leaving comments on sinclaircleaningsolutions.com.au blogs/sites. Sinclair Cleaning Solutions only discloses logged in user and commenter IP addresses under the same circumstances that it uses and discloses personally-identifying information as described below, except that commenter IP addresses and email addresses are visible and disclosed to the administrators of the blog/site where the comment was left.

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Certain visitors to Sinclair Cleaning Solutions's websites choose to interact with Sinclair Cleaning Solutions in ways that require Sinclair Cleaning Solutions to gather personally-identifying information. The amount and type of information that Sinclair Cleaning Solutions gathers depends on the nature of the interaction. For example, we ask visitors who sign up at sinclaircleaningsolutions.com.au to provide a username and email address. Those who engage in transactions with Sinclair Cleaning Solutions are asked to provide additional information, including as necessary the personal and financial information required to process those transactions. In each case, Sinclair Cleaning Solutions collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with Sinclair Cleaning Solutions. Sinclair Cleaning Solutions does not disclose personally-identifying information other than as described below. And visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities.

Aggregated Statistics

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Sinclair Cleaning Solutions discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on Sinclair Cleaning Solutions's behalf or to provide services available at Sinclair Cleaning Solutions's websites, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using Sinclair Cleaning Solutions's websites, you consent to the transfer of such information to them. Sinclair Cleaning Solutions will not rent or sell potentially personally-identifying and personally-identifying information to anyone. Other than to its employees, contractors and affiliated organizations, as described above, Sinclair Cleaning Solutions discloses potentially personally-identifying and personally-identifying information only in response to a subpoena, court order or other governmental request, or when Sinclair Cleaning Solutions believes in good faith that disclosure is reasonably necessary to protect the property or rights of Sinclair Cleaning Solutions, third parties or the public at large. If you are a registered user of an Sinclair Cleaning Solutions website

and have supplied your email address, Sinclair Cleaning Solutions may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with Sinclair Cleaning Solutions and our products. If you send us a request (for example via email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users. Sinclair Cleaning Solutions takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

Cookies

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. Sinclair Cleaning Solutions uses cookies to help Sinclair Cleaning Solutions identify and track visitors, their usage of Sinclair Cleaning Solutions website, and their website access preferences. Sinclair Cleaning Solutions visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using Sinclair Cleaning Solutions's websites, with the drawback that certain features of Sinclair Cleaning Solutions's websites may not function properly without the aid of cookies.

Business Transfers

If Sinclair Cleaning Solutions, or substantially all of its assets, were acquired, or in the unlikely event that Sinclair Cleaning Solutions goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of Sinclair Cleaning Solutions may continue to use your personal information as set forth in this policy.

Ads

Ads appearing on any of our websites may be delivered to users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy

Policy covers the use of cookies by Sinclair Cleaning Solutions and does not cover the use of cookies by any advertisers.

Privacy Policy Changes

Although most changes are likely to be minor, Sinclair Cleaning Solutions may change its Privacy Policy from time to time, and in Sinclair Cleaning Solutions's sole discretion. Sinclair Cleaning Solutions encourages visitors to frequently check this page for any changes to its Privacy Policy. If you have a sinclaircleaningsolutions.com.au account, you might also receive an alert informing you of these changes. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.

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TERMS OF TRADE

1. DEFINITIONS

- "SELLER" MEANS SINCLAIR CLEANING SOLUTIONS PTY LTD, ITS SUCCESSORS AND ASSIGNS OR ANY PERSON ACTING ON BEHALF OF AND WITH THE AUTHORITY OF SINCLAIR CLEANING SOLUTIONS PTY LTD.
- "CUSTOMER" MEANS THE PERSON/S ORDERING THE WORKS AS SPECIFIED IN ANY INVOICE, DOCUMENT OR ORDER, AND IF THERE IS MORE THAN ONE CUSTOMER IS A REFERENCE TO EACH CUSTOMER JOINTLY AND SEVERALLY.
- "WORKS" MEANS ALL WORKS (INCLUDING CONSULTATION, MANUFACTURING AND/OR INSTALLATION SERVICES) OR MATERIALS SUPPLIED BY THE SELLER TO THE CUSTOMER AT THE CUSTOMER'S REQUEST FROM TIME TO TIME (WHERE THE CONTEXT SO PERMITS THE TERMS 'WORKS' OR 'MATERIALS' SHALL BE INTERCHANGEABLE FOR THE OTHER).
- "PRICE" MEANS THE PRICE PAYABLE (PLUS ANY GST WHERE APPLICABLE) FOR THE WORKS AS AGREED BETWEEN THE SELLER AND THE CUSTOMER IN ACCORDANCE WITH CLAUSE 5
- "GST" MEANS GOODS AND SERVICES TAX (GST) AS DEFINED WITHIN THE "A NEW TAX SYSTEM (GOODS AND SERVICES TAX) ACT 1999".

2. ACCEPTANCE

- THE CUSTOMER IS TAKEN TO HAVE EXCLUSIVELY ACCEPTED AND IS IMMEDIATELY BOUND, JOINTLY AND SEVERALLY, BY THESE TERMS AND CONDITIONS IF THE CUSTOMER PLACES AN ORDER FOR OR ACCEPTS DELIVERY OF ANY WORKS.

- THESE TERMS AND CONDITIONS MAY ONLY BE AMENDED WITH THE CONSENT OF BOTH PARTIES IN WRITING, AND SHALL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY WITH ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE CUSTOMER AND THE SELLER.

3. ELECTRONIC TRANSACTIONS (VICTORIA) ACT 2000

- ELECTRONIC SIGNATURES SHALL BE DEEMED TO BE ACCEPTED BY EITHER PARTY PROVIDING THAT THE PARTIES HAVE COMPLIED WITH SECTION 9 OF THE ELECTRONIC TRANSACTIONS (VICTORIA) ACT 2000 OR ANY OTHER APPLICABLE PROVISIONS OF THAT ACT OR ANY REGULATIONS REFERRED TO IN THAT ACT.

4. CHANGE IN CONTROL

- THE CUSTOMER SHALL GIVE THE SELLER NOT LESS THAN FOURTEEN (14) DAYS PRIOR WRITTEN NOTICE OF ANY PROPOSED CHANGE OF OWNERSHIP OF THE CUSTOMER AND/OR ANY OTHER CHANGE IN THE CUSTOMER'S DETAILS (INCLUDING BUT NOT LIMITED TO, CHANGES IN THE CUSTOMER'S NAME, ADDRESS, CONTACT PHONE OR FAX NUMBER/S, OR BUSINESS PRACTICE). THE CUSTOMER SHALL BE LIABLE FOR ANY LOSS INCURRED BY THE SELLER AS A RESULT OF THE CUSTOMER'S FAILURE TO COMPLY WITH THIS CLAUSE.

5. PRICE AND PAYMENT

- AT THE SELLER'S SOLE DISCRETION THE PRICE SHALL BE EITHER:
 - AS INDICATED ON INVOICES PROVIDED BY THE SELLER TO THE CUSTOMER IN RESPECT OF WORKS PERFORMED OR MATERIALS SUPPLIED; OR
 - THE SELLER'S QUOTED PRICE (SUBJECT TO CLAUSE 2) WHICH SHALL BE BINDING UPON THE SELLER PROVIDED THAT THE CUSTOMER SHALL ACCEPT THE SELLER'S QUOTATION IN WRITING WITHIN THIRTY (30) DAYS.
- THE SELLER RESERVES THE RIGHT TO CHANGE THE PRICE:
 - IF A VARIATION TO THE MATERIALS WHICH ARE TO BE SUPPLIED IS REQUESTED; OR
 - IF A VARIATION TO THE WORKS ORIGINALLY SCHEDULED (INCLUDING ANY APPLICABLE PLANS OR SPECIFICATIONS) IS REQUESTED; OR
 - WHERE ADDITIONAL WORKS ARE REQUIRED DUE TO THE DISCOVERY OF HIDDEN OR UNIDENTIFIABLE DIFFICULTIES (INCLUDING, BUT NOT LIMITED TO, LIMITATIONS TO SITE ACCESSIBILITY, SAFETY CONSIDERATIONS, PREREQUISITE WORK BY ANY THIRD PARTY NOT BEING COMPLETED, OBSCURED BUILDING DEFECTS, CHANGE OF DESIGN, ETC) WHICH ARE ONLY DISCOVERED ON COMMENCEMENT OF THE WORKS; OR
 - IN THE EVENT OF INCREASES TO THE SELLER IN THE COST OF LABOUR OR MATERIALS WHICH ARE BEYOND THE SELLER'S CONTROL.

- VARIATIONS WILL BE CHARGED FOR ON THE BASIS OF THE SELLER'S QUOTATION, AND WILL BE DETAILED IN WRITING, AND SHOWN AS VARIATIONS ON THE SELLER'S INVOICE. THE CUSTOMER SHALL BE REQUIRED TO RESPOND TO ANY VARIATION SUBMITTED BY THE SELLER WITHIN TEN (10) WORKING DAYS. FAILURE TO DO SO WILL ENTITLE THE SELLER TO ADD THE COST OF THE VARIATION TO THE PRICE. PAYMENT FOR ALL VARIATIONS MUST BE MADE IN FULL AT THE TIME OF THEIR COMPLETION.
- AT THE SELLER'S SOLE DISCRETION A NON-REFUNDABLE DEPOSIT MAY BE REQUIRED.
- TIME FOR PAYMENT FOR THE WORKS BEING OF THE ESSENCE, THE PRICE WILL BE PAYABLE BY THE CUSTOMER ON THE DATE/S DETERMINED BY THE SELLER, WHICH MAY BE:
 - ON COMPLETION OF THE WORKS; OR
 - BEFORE THE COMPLETION OF THE WORKS; OR
- PAYMENT MAY BE MADE BY CASH, CHEQUE, ELECTRONIC/ON-LINE BANKING, CREDIT CARD (A SURCHARGE MAY APPLY PER TRANSACTION), OR BY ANY OTHER METHOD AS AGREED TO BETWEEN THE CUSTOMER AND THE SELLER.
- THE CUSTOMER SHALL NOT BE ENTITLED TO SET OFF AGAINST, OR DEDUCT FROM THE PRICE, ANY SUMS OWED OR CLAIMED TO BE OWED TO THE CUSTOMER BY THE SELLER NOR TO WITHHOLD PAYMENT OF ANY INVOICE BECAUSE PART OF THAT INVOICE IS IN DISPUTE.
- UNLESS OTHERWISE STATED THE PRICE DOES NOT INCLUDE GST. IN ADDITION TO THE PRICE THE CUSTOMER MUST PAY TO THE SELLER AN AMOUNT EQUAL TO ANY GST THE SELLER MUST PAY FOR ANY SUPPLY BY THE SELLER UNDER THIS OR ANY OTHER AGREEMENT FOR THE SALE OF THE MATERIALS. THE CUSTOMER MUST PAY GST, WITHOUT DEDUCTION OR SET OFF OF ANY OTHER AMOUNTS, AT THE SAME TIME AND ON THE SAME BASIS AS THE CUSTOMER PAYS THE PRICE. IN ADDITION THE CUSTOMER MUST PAY ANY OTHER TAXES AND DUTIES THAT MAY BE APPLICABLE IN ADDITION TO THE PRICE EXCEPT WHERE THEY ARE EXPRESSLY INCLUDED IN THE PRICE.

6. **PROVISION OF THE WORKS**

- SUBJECT TO CLAUSE 2 IT IS THE SELLER'S RESPONSIBILITY TO ENSURE THAT THE WORKS START AS SOON AS IT IS REASONABLY POSSIBLE.
- THE WORKS COMMENCEMENT DATE WILL BE PUT BACK AND/OR THE COMPLETION DATE EXTENDED BY WHATEVER TIME IS REASONABLE IN THE EVENT THAT THE SELLER CLAIMS AN EXTENSION OF TIME (BY GIVING THE CUSTOMER WRITTEN NOTICE) WHERE COMPLETION IS DELAYED BY AN EVENT BEYOND THE SELLER'S CONTROL, INCLUDING BUT NOT LIMITED TO ANY FAILURE BY THE CUSTOMER TO:
 - MAKE A SELECTION; OR

- HAVE THE SITE READY FOR THE WORKS; OR
- NOTIFY THE SELLER THAT THE SITE IS READY.
- AT THE SELLER'S SOLE DISCRETION THE COST OF DELIVERY IS INCLUDED IN THE PRICE.
- THE SELLER MAY DELIVER THE WORKS BY SEPARATE INSTALMENTS. EACH SEPARATE INSTALMENT SHALL BE INVOICED AND PAID IN ACCORDANCE WITH THE PROVISIONS IN THESE TERMS AND CONDITIONS.
- ANY TIME SPECIFIED BY THE SELLER FOR DELIVERY OF THE WORKS IS AN ESTIMATE ONLY AND THE SELLER WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY THE CUSTOMER AS A RESULT OF DELIVERY BEING LATE. HOWEVER BOTH PARTIES AGREE THAT THEY SHALL MAKE EVERY ENDEAVOUR TO ENABLE THE WORKS TO BE SUPPLIED AT THE TIME AND PLACE AS WAS ARRANGED BETWEEN BOTH PARTIES. IN THE EVENT THAT THE SELLER IS UNABLE TO SUPPLY THE WORKS AS AGREED SOLELY DUE TO ANY ACTION OR INACTION OF THE CUSTOMER, THEN THE SELLER SHALL BE ENTITLED TO CHARGE A REASONABLE FEE FOR RE-SUPPLYING THE WORKS AT A LATER TIME AND DATE, AND/OR FOR STORAGE OF THE MATERIALS.

7. RISK

- IF THE SELLER RETAINS OWNERSHIP OF THE MATERIALS UNDER CLAUSE 9 THEN:
 - WHERE THE SELLER IS SUPPLYING MATERIALS ONLY, ALL RISK FOR THE MATERIALS SHALL IMMEDIATELY PASS TO THE CUSTOMER ON DELIVERY AND THE CUSTOMER MUST INSURE THE MATERIALS ON OR BEFORE DELIVERY. DELIVERY OF THE MATERIALS SHALL BE DEEMED TO HAVE TAKEN PLACE IMMEDIATELY AT THE TIME THAT EITHER;
 - THE CUSTOMER OR THE CUSTOMER'S NOMINATED CARRIER TAKES POSSESSION OF THE MATERIALS AT THE SELLER'S ADDRESS; OR
 - THE MATERIALS ARE DELIVERED BY THE SELLER OR THE SELLER'S NOMINATED CARRIER TO THE CUSTOMER'S NOMINATED DELIVERY ADDRESS (EVEN IF THE CUSTOMER IS NOT PRESENT AT THE ADDRESS).
 - WHERE THE SELLER IS TO BOTH SUPPLY AND INSTALL MATERIALS THEN THE SELLER SHALL MAINTAIN A CONTRACT WORKS INSURANCE POLICY UNTIL THE WORKS ARE COMPLETED. UPON COMPLETION OF THE WORKS ALL RISK FOR THE WORKS SHALL IMMEDIATELY PASS TO THE CUSTOMER.
- NOTWITHSTANDING THE PROVISIONS OF CLAUSE 1 IF THE CUSTOMER SPECIFICALLY REQUESTS THE SELLER TO LEAVE MATERIALS OUTSIDE THE SELLER'S PREMISES FOR COLLECTION OR TO DELIVER THE MATERIALS TO AN UNATTENDED LOCATION THEN SUCH MATERIALS SHALL ALWAYS BE LEFT AT SOLE RISK OF THE CUSTOMER AND IT SHALL BE THE CUSTOMER'S RESPONSIBILITY TO ENSURE THE MATERIALS ARE INSURED ADEQUATELY OR AT ALL. IN THE EVENT THAT SUCH MATERIALS ARE LOST, DAMAGED OR

DESTROYED THEN REPLACEMENT OF THE MATERIALS SHALL BE AT THE CUSTOMER'S EXPENSE.

- ANY ADVICE, RECOMMENDATION, INFORMATION, ASSISTANCE OR SERVICE PROVIDED BY THE SELLER IN RELATION TO MATERIALS OR WORKS SUPPLIED IS GIVEN IN GOOD FAITH, IS BASED ON THE SELLER'S OWN KNOWLEDGE AND EXPERIENCE AND SHALL BE ACCEPTED WITHOUT LIABILITY ON THE PART OF THE SELLER AND IT SHALL BE THE RESPONSIBILITY OF THE CUSTOMER TO CONFIRM THE ACCURACY AND RELIABILITY OF THE SAME IN LIGHT OF THE USE TO WHICH THE CUSTOMER MAKES OR INTENDS TO MAKE OF THE MATERIALS OR WORKS.

8. ACCESS

- THE CUSTOMER SHALL ENSURE THAT THE SELLER HAS CLEAR AND FREE ACCESS TO THE WORK SITE AT ALL TIMES TO ENABLE THEM TO UNDERTAKE THE WORKS. THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE SITE (INCLUDING, WITHOUT LIMITATION, DAMAGE TO PATHWAYS, DRIVEWAYS AND CONCRETED OR PAVED OR GRASSED AREAS) UNLESS DUE TO THE NEGLIGENCE OF THE SELLER.

9. TITLE

- THE SELLER AND THE CUSTOMER AGREE THAT OWNERSHIP OF THE MATERIALS SHALL NOT PASS UNTIL:
 - THE CUSTOMER HAS PAID THE SELLER ALL AMOUNTS OWING TO THE SELLER; AND
 - THE CUSTOMER HAS MET ALL OF ITS OTHER OBLIGATIONS TO THE SELLER.
- RECEIPT BY THE SELLER 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.
- IT IS FURTHER AGREED THAT UNTIL OWNERSHIP OF THE MATERIALS PASSES TO THE CUSTOMER IN ACCORDANCE WITH CLAUSE 1:
 - THE CUSTOMER IS ONLY A BAILEE OF THE MATERIALS AND UNLESS THE MATERIALS HAVE BECOME FIXTURES MUST RETURN THE MATERIALS TO THE SELLER ON REQUEST.
 - THE CUSTOMER HOLDS THE BENEFIT OF THE CUSTOMER'S INSURANCE OF THE MATERIALS ON TRUST FOR THE SELLER AND MUST PAY TO THE SELLER THE PROCEEDS OF ANY INSURANCE IN THE EVENT OF THE MATERIALS BEING LOST, DAMAGED OR DESTROYED.
 - THE PRODUCTION OF THESE TERMS AND CONDITIONS BY THE SELLER SHALL BE SUFFICIENT EVIDENCE OF THE SELLER'S RIGHTS TO RECEIVE THE INSURANCE PROCEEDS DIRECT FROM THE INSURER WITHOUT THE NEED FOR ANY PERSON DEALING WITH THE SELLER TO MAKE FURTHER ENQUIRIES.

- THE CUSTOMER MUST NOT SELL, DISPOSE, OR OTHERWISE PART WITH POSSESSION OF THE MATERIALS OTHER THAN IN THE ORDINARY COURSE OF BUSINESS AND FOR MARKET VALUE. IF THE CUSTOMER SELLS, DISPOSES OR PARTS WITH POSSESSION OF THE MATERIALS THEN THE CUSTOMER MUST HOLD THE PROCEEDS OF ANY SUCH ACT ON TRUST FOR THE SELLER AND MUST PAY OR DELIVER THE PROCEEDS TO THE SELLER ON DEMAND.
- THE CUSTOMER SHOULD NOT CONVERT OR PROCESS THE MATERIALS OR INTERMIX THEM WITH OTHER GOODS BUT IF THE CUSTOMER DOES SO THEN THE CUSTOMER HOLDS THE RESULTING PRODUCT ON TRUST FOR THE BENEFIT OF THE SELLER AND MUST SELL, DISPOSE OF OR RETURN THE RESULTING PRODUCT TO THE SELLER AS IT SO DIRECTS.
- UNLESS THE MATERIALS HAVE BECOME FIXTURES THE CUSTOMER IRREVOCABLY AUTHORIZES THE SELLER TO ENTER ANY PREMISES WHERE THE SELLER BELIEVES THE MATERIALS ARE KEPT AND RECOVER POSSESSION OF THE MATERIALS.
- THE SELLER MAY RECOVER POSSESSION OF ANY MATERIALS IN TRANSIT WHETHER OR NOT DELIVERY HAS OCCURRED.
- THE CUSTOMER SHALL NOT CHARGE OR GRANT AN ENCUMBRANCE OVER THE MATERIALS NOR GRANT NOR OTHERWISE GIVE AWAY ANY INTEREST IN THE MATERIALS WHILE THEY REMAIN THE PROPERTY OF THE SELLER.
- THE SELLER MAY COMMENCE PROCEEDINGS TO RECOVER THE PRICE OF THE MATERIALS SOLD NOTWITHSTANDING THAT OWNERSHIP OF THE MATERIALS HAS NOT PASSED TO THE CUSTOMER.

10. PERSONAL PROPERTY SECURITIES ACT 2009 (“PPSA”)

- IN THIS CLAUSE FINANCING STATEMENT, FINANCING CHANGE STATEMENT, SECURITY AGREEMENT, AND SECURITY INTEREST HAS THE MEANING GIVEN TO IT BY THE PPS
- UPON ASSENTING TO THESE TERMS AND CONDITIONS IN WRITING THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THESE TERMS AND CONDITIONS CONSTITUTE A SECURITY AGREEMENT FOR THE PURPOSES OF THE PPSA AND CREATES A SECURITY INTEREST IN ALL MATERIALS AND/OR COLLATERAL (ACCOUNT) – BEING A MONETARY OBLIGATION OF THE CUSTOMER TO THE SELLER FOR WORKS – THAT HAVE PREVIOUSLY BEEN SUPPLIED AND THAT WILL BE SUPPLIED IN THE FUTURE BY THE SELLER TO THE CUSTOMER.
- THE CUSTOMER 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 SELLER MAY REASONABLY REQUIRE TO:

- REGISTER A FINANCING STATEMENT OR FINANCING CHANGE STATEMENT IN RELATION TO A SECURITY INTEREST ON THE PERSONAL PROPERTY SECURITIES REGISTER;
- REGISTER ANY OTHER DOCUMENT REQUIRED TO BE REGISTERED BY THE PPSA; OR
- CORRECT A DEFECT IN A STATEMENT REFERRED TO IN CLAUSE 3(A)(I) OR 10.3(A)(II);
- INDEMNIFY, AND UPON DEMAND REIMBURSE, THE SELLER 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 MATERIALS CHARGED THEREBY;
- NOT REGISTER A FINANCING CHANGE STATEMENT IN RESPECT OF A SECURITY INTEREST WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER;
- NOT REGISTER, OR PERMIT TO BE REGISTERED, A FINANCING STATEMENT OR A FINANCING CHANGE STATEMENT IN RELATION TO THE MATERIALS AND/OR COLLATERAL (ACCOUNT) IN FAVOUR OF A THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER;
- IMMEDIATELY ADVISE THE SELLER OF ANY MATERIAL CHANGE IN ITS BUSINESS PRACTICES OF SELLING THE MATERIALS WHICH WOULD RESULT IN A CHANGE IN THE NATURE OF PROCEEDS DERIVED FROM SUCH SALES.
- THE SELLER AND THE CUSTOMER AGREE THAT SECTIONS 96, 115 AND 125 OF THE PPSA DO NOT APPLY TO THE SECURITY AGREEMENT CREATED BY THESE TERMS AND CONDITIONS.
- THE CUSTOMER HEREBY WAIVES ITS RIGHTS TO RECEIVE NOTICES UNDER SECTIONS 95, 118, 121(4), 130, 132(3)(D) AND 132(4) OF THE PPSA.
- THE CUSTOMER WAIVES ITS RIGHTS AS A GRANTOR AND/OR A DEBTOR UNDER SECTIONS 142 AND 143 OF THE PPSA.
- UNLESS OTHERWISE AGREED TO IN WRITING BY THE SELLER, THE CUSTOMER WAIVES ITS RIGHT TO RECEIVE A VERIFICATION STATEMENT IN ACCORDANCE WITH SECTION 157 OF THE PPSA.
- THE CUSTOMER SHALL UNCONDITIONALLY RATIFY ANY ACTIONS TAKEN BY THE SELLER UNDER CLAUSES 3 TO 10.5.
- SUBJECT TO ANY EXPRESS PROVISIONS TO THE CONTRARY (INCLUDING THOSE CONTAINED IN THIS CLAUSE 10) NOTHING IN THESE TERMS AND CONDITIONS IS INTENDED TO HAVE THE EFFECT OF CONTRACTING OUT OF ANY OF THE PROVISIONS OF THE PPSA.

11. SECURITY AND CHARGE

- IN CONSIDERATION OF THE SELLER AGREEING TO SUPPLY THE WORKS, THE CUSTOMER CHARGES ALL OF ITS RIGHTS, TITLE AND INTEREST (WHETHER JOINT OR SEVERAL) IN ANY LAND, REALTY OR OTHER ASSETS CAPABLE OF BEING CHARGED, OWNED BY THE CUSTOMER EITHER NOW OR IN THE FUTURE, TO SECURE THE PERFORMANCE BY THE CUSTOMER OF ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS (INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF ANY MONEY).
- THE CUSTOMER INDEMNIFIES THE SELLER FROM AND AGAINST ALL THE SELLER'S COSTS AND DISBURSEMENTS INCLUDING LEGAL COSTS ON A SOLICITOR AND OWN CLIENT BASIS INCURRED IN EXERCISING THE SELLER'S RIGHTS UNDER THIS CLAUSE.
- THE CUSTOMER IRREVOCABLY APPOINTS THE SELLER AND EACH DIRECTOR OF THE SELLER AS THE CUSTOMER'S TRUE AND LAWFUL ATTORNEY/S TO PERFORM ALL NECESSARY ACTS TO GIVE EFFECT TO THE PROVISIONS OF THIS CLAUSE 11 INCLUDING, BUT NOT LIMITED TO, SIGNING ANY DOCUMENT ON THE CUSTOMER'S BEHALF.

12. CUSTOMER'S DISCLAIMER

- THE CUSTOMER HEREBY DISCLAIMS ANY RIGHT TO RESCIND, OR CANCEL ANY CONTRACT WITH THE SELLER OR TO SUE FOR DAMAGES OR TO CLAIM RESTITUTION ARISING OUT OF ANY MISREPRESENTATION MADE TO THE CUSTOMER BY THE SELLER AND THE CUSTOMER ACKNOWLEDGES THAT THE MATERIALS ARE BOUGHT RELYING SOLELY UPON THE CUSTOMER'S SKILL AND JUDGMENT.

13. DEFECTS, WARRANTIES AND RETURNS, COMPETITION AND CONSUMER ACT 2010 (CCA)

- THE CUSTOMER MUST INSPECT ALL MATERIALS ON DELIVERY (OR THE WORKS ON COMPLETION) AND MUST WITHIN THIRTY (30) DAYS OF DELIVERY NOTIFY THE SELLER IN WRITING OF ANY EVIDENT DEFECT/DAMAGE, SHORTAGE IN QUANTITY, OR FAILURE TO COMPLY WITH THE DESCRIPTION OR QUOTE. THE CUSTOMER MUST NOTIFY ANY OTHER ALLEGED DEFECT IN THE MATERIALS/WORKS AS SOON AS REASONABLY POSSIBLE AFTER ANY SUCH DEFECT BECOMES EVIDENT. UPON SUCH NOTIFICATION THE CUSTOMER MUST ALLOW THE SELLER TO INSPECT THE MATERIALS OR TO REVIEW THE WORKS PROVIDED.
- UNDER APPLICABLE STATE, TERRITORY AND COMMONWEALTH LAW (INCLUDING, WITHOUT LIMITATION THE CCA), CERTAIN STATUTORY IMPLIED GUARANTEES AND WARRANTIES (INCLUDING, WITHOUT LIMITATION THE STATUTORY GUARANTEES UNDER THE CCA) MAY BE IMPLIED INTO THESE TERMS AND CONDITIONS (**NON-EXCLUDED GUARANTEES**).
- THE SELLER ACKNOWLEDGES THAT NOTHING IN THESE TERMS AND CONDITIONS PURPORTS TO MODIFY OR EXCLUDE THE NON-EXCLUDED GUARANTEES.
- EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS OR IN RESPECT OF THE NON-EXCLUDED GUARANTEES, THE SELLER MAKES NO WARRANTIES OR OTHER REPRESENTATIONS UNDER THESE TERMS AND

CONDITIONS INCLUDING BUT NOT LIMITED TO THE QUALITY OR SUITABILITY OF THE MATERIALS/WORKS. THE SELLER'S LIABILITY IN RESPECT OF THESE WARRANTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

- IF THE CUSTOMER IS A CONSUMER WITHIN THE MEANING OF THE CCA, THE SELLER'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY SECTION 64A OF SCHEDULE 2.
- IF THE SELLER IS REQUIRED TO REPLACE ANY MATERIALS UNDER THIS CLAUSE OR THE CCA, BUT IS UNABLE TO DO SO, THE SELLER MAY REFUND ANY MONEY THE CUSTOMER HAS PAID FOR THE MATERIALS.
- IF THE SELLER IS REQUIRED TO RECTIFY, RE-SUPPLY, OR PAY THE COST OF RE-SUPPLYING THE WORKS UNDER THIS CLAUSE OR THE CCA, BUT IS UNABLE TO DO SO, THEN THE SELLER MAY REFUND ANY MONEY THE CUSTOMER HAS PAID FOR THE WORKS BUT ONLY TO THE EXTENT THAT SUCH REFUND SHALL TAKE INTO ACCOUNT THE VALUE OF WORKS AND MATERIALS WHICH HAVE BEEN PROVIDED TO THE CUSTOMER WHICH WERE NOT DEFECTIVE.
- IF THE CUSTOMER IS NOT A CONSUMER WITHIN THE MEANING OF THE CCA, THE SELLER'S LIABILITY FOR ANY DEFECT OR DAMAGE IN THE MATERIALS IS:
 - LIMITED TO THE VALUE OF ANY EXPRESS WARRANTY OR WARRANTY CARD PROVIDED TO THE CUSTOMER BY THE SELLER AT THE SELLER'S SOLE DISCRETION;
 - LIMITED TO ANY WARRANTY TO WHICH THE SELLER IS ENTITLED, IF THE SELLER DID NOT MANUFACTURE THE MATERIALS;
 - OTHERWISE NEGATED ABSOLUTELY.
- SUBJECT TO THIS CLAUSE 13, RETURNS WILL ONLY BE ACCEPTED PROVIDED THAT:
 - THE CUSTOMER HAS COMPLIED WITH THE PROVISIONS OF CLAUSE 1; AND
 - THE SELLER HAS AGREED THAT THE MATERIALS ARE DEFECTIVE; AND
 - THE MATERIALS ARE RETURNED WITHIN A REASONABLE TIME AT THE CUSTOMER'S COST (IF THAT COST IS NOT SIGNIFICANT); AND
 - THE MATERIALS ARE RETURNED IN AS CLOSE A CONDITION TO THAT IN WHICH THEY WERE DELIVERED AS IS POSSIBLE.
- NOTWITHSTANDING CLAUSES 1 TO 13.9 BUT SUBJECT TO THE CCA, THE SELLER SHALL NOT BE LIABLE FOR ANY DEFECT OR DAMAGE WHICH MAY BE CAUSED OR PARTLY CAUSED BY OR ARISE AS A RESULT OF:
 - THE CUSTOMER FAILING TO PROPERLY MAINTAIN OR STORE ANY MATERIALS;

- THE CUSTOMER USING THE MATERIALS FOR ANY PURPOSE OTHER THAN THAT FOR WHICH THEY WERE DESIGNED;
- THE CUSTOMER CONTINUING TO USE ANY MATERIALS AFTER ANY DEFECT BECAME APPARENT OR SHOULD HAVE BECOME APPARENT TO A REASONABLY PRUDENT OPERATOR OR USER;
- INTERFERENCE WITH THE WORKS BY THE CUSTOMER OR ANY THIRD PARTY WITHOUT THE SELLER'S PRIOR APPROVAL;
- THE CUSTOMER FAILING TO FOLLOW ANY INSTRUCTIONS OR GUIDELINES PROVIDED BY THE SELLER;
- FAIR WEAR AND TEAR, ANY ACCIDENT, OR ACT OF GOD.
- IN THE CASE OF SECOND HAND MATERIALS, UNLESS THE CUSTOMER IS A CONSUMER UNDER THE CCA, THE CUSTOMER ACKNOWLEDGES THAT IT HAS HAD FULL OPPORTUNITY TO INSPECT THE SECOND HAND MATERIALS PRIOR TO DELIVERY AND ACCEPTS THEM WITH ALL FAULTS AND THAT TO THE EXTENT PERMITTED BY LAW NO WARRANTY IS GIVEN BY THE SELLER AS TO THE QUALITY OR SUITABILITY FOR ANY PURPOSE AND ANY IMPLIED WARRANTY, STATUTORY OR OTHERWISE, IS EXPRESSLY EXCLUDED. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SELLER HAS AGREED TO PROVIDE THE CUSTOMER WITH THE SECOND HAND MATERIALS AND CALCULATED THE PRICE OF THE SECOND HAND MATERIALS IN RELIANCE OF THIS CLAUSE 11.
- THE SELLER MAY IN ITS ABSOLUTE DISCRETION ACCEPT NON-DEFECTIVE MATERIALS FOR RETURN IN WHICH CASE THE SELLER MAY REQUIRE THE CUSTOMER TO PAY HANDLING FEES OF UP TO TWENTY PERCENT (20%) OF THE VALUE OF THE RETURNED MATERIALS PLUS ANY FREIGHT COSTS.
- NOTWITHSTANDING ANYTHING CONTAINED IN THIS CLAUSE IF THE SELLER IS REQUIRED BY A LAW TO ACCEPT A RETURN THEN THE SELLER WILL ONLY ACCEPT A RETURN ON THE CONDITIONS IMPOSED BY THAT LAW.

14. INTELLECTUAL PROPERTY

- WHERE THE SELLER HAS DESIGNED, DRAWN, WRITTEN PLANS OR A SCHEDULE OF WORKS, OR CREATED ANY PRODUCTS FOR THE CUSTOMER, THEN THE COPYRIGHT IN ALL SUCH DESIGNS, DRAWINGS, DOCUMENTS, PLANS, SCHEDULES AND PRODUCTS SHALL REMAIN VESTED IN THE SELLER, AND SHALL ONLY BE USED BY THE CUSTOMER AT THE SELLER'S DISCRETION. UNDER NO CIRCUMSTANCES MAY SUCH DESIGNS, DRAWINGS AND DOCUMENTS BE USED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE SELLER.
- THE CUSTOMER WARRANTS THAT ALL DESIGNS, SPECIFICATIONS OR INSTRUCTIONS GIVEN TO THE SELLER WILL NOT CAUSE THE SELLER TO INFRINGE ANY PATENT, REGISTERED DESIGN OR TRADEMARK IN THE EXECUTION OF THE CUSTOMER'S ORDER AND THE CUSTOMER AGREES TO

INDEMNIFY THE SELLER AGAINST ANY ACTION TAKEN BY A THIRD PARTY AGAINST THE SELLER IN RESPECT OF ANY SUCH INFRINGEMENT.

- THE CUSTOMER AGREES THAT THE SELLER MAY (AT NO COST) USE FOR THE PURPOSES OF MARKETING OR ENTRY INTO ANY COMPETITION, ANY DOCUMENTS, DESIGNS, DRAWINGS, PLANS OR PRODUCTS WHICH THE SELLER HAS CREATED FOR THE CUSTOMER.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 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 SELLER'S SOLE DISCRETION SUCH INTEREST SHALL COMPOUND MONTHLY AT SUCH A RATE) AFTER AS WELL AS BEFORE ANY JUDGMENT.
- IF THE CUSTOMER OWES THE SELLER ANY MONEY THE CUSTOMER SHALL INDEMNIFY THE SELLER FROM AND AGAINST ALL COSTS AND DISBURSEMENTS INCURRED BY THE SELLER IN RECOVERING THE DEBT (INCLUDING BUT NOT LIMITED TO INTERNAL ADMINISTRATION FEES, LEGAL COSTS ON A SOLICITOR AND OWN CLIENT BASIS, THE SELLER'S CONTRACT DEFAULT FEE, AND BANK DISHONOUR FEES).
- FURTHER TO ANY OTHER RIGHTS OR REMEDIES THE SELLER MAY HAVE UNDER THIS CONTRACT, IF A CUSTOMER HAS MADE PAYMENT TO THE SELLER, AND THE TRANSACTION IS SUBSEQUENTLY REVERSED, THE CUSTOMER SHALL BE LIABLE FOR THE AMOUNT OF THE REVERSED TRANSACTION, IN ADDITION TO ANY FURTHER COSTS INCURRED BY THE SELLER UNDER THIS CLAUSE 15 WHERE IT CAN BE PROVEN THAT SUCH REVERSAL IS FOUND TO BE ILLEGAL, FRAUDULENT OR IN CONTRAVENTION TO THE CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT.
- WITHOUT PREJUDICE TO THE SELLER'S OTHER REMEDIES AT LAW THE SELLER SHALL BE ENTITLED TO CANCEL ALL OR ANY PART OF ANY ORDER OF THE CUSTOMER WHICH REMAINS UNFULFILLED AND ALL AMOUNTS OWING TO THE SELLER SHALL, WHETHER OR NOT DUE FOR PAYMENT, BECOME IMMEDIATELY PAYABLE IF:
 - ANY MONEY PAYABLE TO THE SELLER BECOMES OVERDUE, OR IN THE SELLER'S OPINION THE CUSTOMER WILL BE UNABLE TO MAKE A PAYMENT WHEN IT FALLS DUE;
 - THE CUSTOMER HAS EXCEEDED ANY APPLICABLE CREDIT LIMIT PROVIDED BY THE SELLER;
 - THE CUSTOMER BECOMES INSOLVENT OR BANKRUPT, 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

- A RECEIVER, MANAGER, LIQUIDATOR (PROVISIONAL OR OTHERWISE) OR SIMILAR PERSON IS APPOINTED IN RESPECT OF THE CUSTOMER OR ANY ASSET OF THE CUSTOMER.

16. CANCELLATION

- WITHOUT PREJUDICE TO ANY OTHER REMEDIES THE SELLER MAY HAVE, IF AT ANY TIME THE CUSTOMER IS IN BREACH OF ANY OBLIGATION (INCLUDING THOSE RELATING TO PAYMENT) UNDER THESE TERMS AND CONDITIONS THE SELLER MAY SUSPEND OR TERMINATE THE SUPPLY OF WORKS TO THE CUSTOMER. THE SELLER WILL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS OR DAMAGE THE CUSTOMER SUFFERS BECAUSE THE SELLER HAS EXERCISED ITS RIGHTS UNDER THIS CLAUSE.
- THE SELLER MAY CANCEL ANY CONTRACT TO WHICH THESE TERMS AND CONDITIONS APPLY OR CANCEL DELIVERY OF WORKS AT ANY TIME BEFORE THE WORKS ARE COMMENCED BY GIVING WRITTEN NOTICE TO THE CUSTOMER. ON GIVING SUCH NOTICE THE SELLER SHALL REPAY TO THE CUSTOMER ANY SUMS PAID IN RESPECT OF THE PRICE, LESS ANY AMOUNTS OWING BY THE CUSTOMER TO THE SELLER FOR WORKS ALREADY PERFORMED. THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING FROM SUCH CANCELLATION.
- IN THE EVENT THAT THE CUSTOMER CANCELS THE DELIVERY OF WORKS THE CUSTOMER SHALL BE LIABLE FOR ANY AND ALL LOSS INCURRED (WHETHER DIRECT OR INDIRECT) BY THE SELLER AS A DIRECT RESULT OF THE CANCELLATION (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFITS).
- CANCELLATION OF ORDERS FOR PRODUCTS MADE TO THE CUSTOMER'S SPECIFICATIONS, OR FOR NON-STOCKLIST ITEMS, WILL DEFINITELY NOT BE ACCEPTED ONCE PRODUCTION HAS COMMENCED, OR AN ORDER HAS BEEN PLACED.

17. DISPUTE RESOLUTION

- IF A DISPUTE ARISES BETWEEN THE PARTIES TO THIS CONTRACT THEN EITHER PARTY SHALL SEND TO THE OTHER PARTY A NOTICE OF DISPUTE IN WRITING ADEQUATELY IDENTIFYING AND PROVIDING DETAILS OF THE DISPUTE. WITHIN FOURTEEN (14) DAYS AFTER SERVICE OF A NOTICE OF DISPUTE, THE PARTIES SHALL CONFER AT LEAST ONCE, TO ATTEMPT TO RESOLVE THE DISPUTE. AT ANY SUCH CONFERENCE EACH PARTY SHALL BE REPRESENTED BY A PERSON HAVING AUTHORITY TO AGREE TO A RESOLUTION OF THE DISPUTE. IN THE EVENT THAT THE DISPUTE CANNOT BE SO RESOLVED EITHER PARTY MAY BY FURTHER NOTICE IN WRITING DELIVERED BY HAND OR SENT BY CERTIFIED MAIL TO THE OTHER PARTY REFER SUCH DISPUTE TO ARBITRATION. ANY ARBITRATION SHALL BE:
 - REFERRED TO A SINGLE ARBITRATOR TO BE NOMINATED BY THE PRESIDENT OF THE INSTITUTE OF ARBITRATORS AUSTRALIA; AND
 - CONDUCTED IN ACCORDANCE WITH THE INSTITUTE OF ARBITRATORS AUSTRALIA RULES FOR THE CONDUCT OF COMMERCIAL ARBITRATION.

18. **PRIVACY ACT 1988**

- THE CUSTOMER AGREES FOR THE SELLER TO OBTAIN FROM A CREDIT REPORTING BODY (CRB) A CREDIT REPORT CONTAINING PERSONAL CREDIT INFORMATION (E.G. NAME, ADDRESS, D.O.B, OCCUPATION, PREVIOUS CREDIT APPLICATIONS, CREDIT HISTORY) ABOUT THE CUSTOMER IN RELATION TO CREDIT PROVIDED BY THE SELLER.

- THE CUSTOMER AGREES THAT THE SELLER MAY EXCHANGE INFORMATION ABOUT THE CUSTOMER WITH THOSE CREDIT PROVIDERS AND WITH RELATED BODY CORPORATES FOR THE FOLLOWING PURPOSES:
 - TO ASSESS AN APPLICATION BY THE CUSTOMER; AND/OR

 - TO NOTIFY OTHER CREDIT PROVIDERS OF A DEFAULT BY THE CUSTOMER; AND/OR

 - TO EXCHANGE INFORMATION WITH OTHER CREDIT PROVIDERS AS TO THE STATUS OF THIS CREDIT ACCOUNT, WHERE THE CUSTOMER IS IN DEFAULT WITH OTHER CREDIT PROVIDERS; AND/OR

 - TO ASSESS THE CREDITWORTHINESS OF THE CUSTOMER INCLUDING THE CUSTOMER'S REPAYMENT HISTORY IN THE PRECEDING TWO (2) YEARS.

- THE CUSTOMER CONSENTS TO THE SELLER BEING GIVEN A CONSUMER CREDIT REPORT TO COLLECT OVERDUE PAYMENT ON COMMERCIAL CREDIT.

- THE CUSTOMER AGREES THAT PERSONAL CREDIT INFORMATION PROVIDED MAY BE USED AND RETAINED BY THE SELLER FOR THE FOLLOWING PURPOSES (AND FOR OTHER AGREED PURPOSES OR REQUIRED BY):
 - THE PROVISION OF WORKS; AND/OR

 - ANALYSING, VERIFYING AND/OR CHECKING THE CUSTOMER'S CREDIT, PAYMENT AND/OR STATUS IN RELATION TO THE PROVISION OF WORKS; AND/OR

 - PROCESSING OF ANY PAYMENT INSTRUCTIONS, DIRECT DEBIT FACILITIES AND/OR CREDIT FACILITIES REQUESTED BY THE CUSTOMER; AND/OR

 - ENABLING THE COLLECTION OF AMOUNTS OUTSTANDING IN RELATION TO THE WORKS.

- THE SELLER MAY GIVE INFORMATION ABOUT THE CUSTOMER TO A CRB FOR THE FOLLOWING PURPOSES:
 - TO OBTAIN A CONSUMER CREDIT REPORT;

 - ALLOW THE CRB TO CREATE OR MAINTAIN A CREDIT INFORMATION FILE ABOUT THE CUSTOMER INCLUDING CREDIT HISTORY.

- THE INFORMATION GIVEN TO THE CRB MAY INCLUDE:
 - PERSONAL INFORMATION AS OUTLINED IN 1 ABOVE;
 - NAME OF THE CREDIT PROVIDER AND THAT THE SELLER IS A CURRENT CREDIT PROVIDER TO THE CUSTOMER;
 - WHETHER THE CREDIT PROVIDER IS A LICENSEE;
 - TYPE OF CONSUMER CREDIT;
 - DETAILS CONCERNING THE CUSTOMER'S APPLICATION FOR CREDIT OR COMMERCIAL CREDIT (E.G. DATE OF COMMENCEMENT/TERMINATION OF THE CREDIT ACCOUNT AND THE AMOUNT REQUESTED);
 - ADVICE OF CONSUMER CREDIT DEFAULTS, OVERDUE ACCOUNTS, LOAN REPAYMENTS OR OUTSTANDING MONIES WHICH ARE OVERDUE BY MORE THAN SIXTY (60) DAYS AND FOR WHICH WRITTEN NOTICE FOR REQUEST OF PAYMENT HAS BEEN MADE AND DEBT RECOVERY ACTION COMMENCED OR ALTERNATIVELY THAT THE CUSTOMER NO LONGER HAS ANY OVERDUE ACCOUNTS AND THE SELLER HAS BEEN PAID OR OTHERWISE DISCHARGED AND ALL DETAILS SURROUNDING THAT DISCHARGE(E.G. DATES OF PAYMENTS);
 - INFORMATION THAT, IN THE OPINION OF THE SELLER, THE CUSTOMER HAS COMMITTED A SERIOUS CREDIT INFRINGEMENT;
 - ADVICE THAT THE AMOUNT OF THE CUSTOMER'S OVERDUE PAYMENT IS EQUAL TO OR MORE THAN ONE HUNDRED AND FIFTY DOLLARS (\$150).
- THE CUSTOMER SHALL HAVE THE RIGHT TO REQUEST (BY E-MAIL) FROM THE SELLER:
 - A COPY OF THE INFORMATION ABOUT THE CUSTOMER RETAINED BY THE SELLER AND THE RIGHT TO REQUEST THAT THE SELLER CORRECT ANY INCORRECT INFORMATION; AND
 - THAT THE SELLER DOES NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT THE CUSTOMER FOR THE PURPOSE OF DIRECT MARKETING.
- THE SELLER WILL DESTROY PERSONAL INFORMATION UPON THE CUSTOMER'S REQUEST (BY E-MAIL) OR IF IT IS NO LONGER REQUIRED UNLESS IT IS REQUIRED IN ORDER TO FULFIL THE OBLIGATIONS OF THIS AGREEMENT OR IS REQUIRED TO BE MAINTAINED AND/OR STORED IN ACCORDANCE WITH THE LAW.
- THE CUSTOMER CAN MAKE A PRIVACY COMPLAINT BY CONTACTING THE SELLER VIA E-MAIL. THE SELLER WILL RESPOND TO THAT COMPLAINT WITHIN SEVEN (7) DAYS OF RECEIPT AND WILL TAKE ALL REASONABLE STEPS TO MAKE A DECISION AS TO THE COMPLAINT WITHIN THIRTY (30) DAYS OF

RECEIPT OF THE COMPLAINT. IN THE EVENT THAT THE CUSTOMER IS NOT SATISFIED WITH THE RESOLUTION PROVIDED, THE CUSTOMER CAN MAKE A COMPLAINT TO THE INFORMATION COMMISSIONER AT WWW.OAIC.GOV.AU.

19. UNPAID SELLER'S RIGHTS

- WHERE THE CUSTOMER HAS LEFT ANY ITEM WITH THE SELLER FOR REPAIR, MODIFICATION, EXCHANGE OR FOR THE SELLER TO PERFORM ANY OTHER SERVICE IN RELATION TO THE ITEM AND THE SELLER HAS NOT RECEIVED OR BEEN TENDERED THE WHOLE OF ANY MONIES OWING TO IT BY THE CUSTOMER, THE SELLER SHALL HAVE, UNTIL ALL MONIES OWING TO THE SELLER ARE PAID:
 - A LIEN ON THE ITEM; AND
 - THE RIGHT TO RETAIN OR SELL THE ITEM, SUCH SALE TO BE UNDERTAKEN IN ACCORDANCE WITH ANY LEGISLATION APPLICABLE TO THE SALE OR DISPOSAL OF UNCOLLECTED MATERIALS.
 - THE LIEN OF THE SELLER SHALL CONTINUE DESPITE THE COMMENCEMENT OF PROCEEDINGS, OR JUDGMENT FOR ANY MONIES OWING TO THE SELLER HAVING BEEN OBTAINED AGAINST THE CUSTOMER.

20. SERVICE OF NOTICES

- ANY WRITTEN NOTICE GIVEN UNDER THIS CONTRACT SHALL BE DEEMED TO HAVE BEEN GIVEN AND RECEIVED:
 - BY HANDING THE NOTICE TO THE OTHER PARTY, IN PERSON;
 - BY LEAVING IT AT THE ADDRESS OF THE OTHER PARTY AS STATED IN THIS CONTRACT;
 - BY SENDING IT BY REGISTERED POST TO THE ADDRESS OF THE OTHER PARTY AS STATED IN THIS CONTRACT;
 - IF SENT BY FACSIMILE TRANSMISSION TO THE FAX NUMBER OF THE OTHER PARTY AS STATED IN THIS CONTRACT (IF ANY), ON RECEIPT OF CONFIRMATION OF THE TRANSMISSION;
 - IF SENT BY EMAIL TO THE OTHER PARTY'S LAST KNOWN EMAIL ADDRESS.
- ANY NOTICE THAT IS POSTED SHALL BE DEEMED TO HAVE BEEN SERVED, UNLESS THE CONTRARY IS SHOWN, AT THE TIME WHEN BY THE ORDINARY COURSE OF POST, THE NOTICE WOULD HAVE BEEN DELIVERED.

21. GENERAL

- THE FAILURE BY EITHER PARTY TO ENFORCE ANY PROVISION OF THESE TERMS AND CONDITIONS SHALL NOT BE TREATED AS A WAIVER OF THAT PROVISION, NOR SHALL IT AFFECT THAT PARTY'S RIGHT TO SUBSEQUENTLY ENFORCE THAT PROVISION. IF ANY PROVISION OF THESE TERMS 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.

- THESE TERMS AND CONDITIONS AND ANY CONTRACT TO WHICH THEY APPLY SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE SELLER HAS ITS PRINCIPAL PLACE OF BUSINESS, AND ARE SUBJECT TO THE JURISDICTION OF THE COURTS IN THAT STATE.
- SUBJECT TO CLAUSE 13 THE SELLER SHALL BE UNDER NO LIABILITY WHATSOEVER TO THE CUSTOMER FOR ANY INDIRECT AND/OR CONSEQUENTIAL LOSS AND/OR EXPENSE (INCLUDING LOSS OF PROFIT) SUFFERED BY THE CUSTOMER ARISING OUT OF A BREACH BY THE SELLER OF THESE TERMS AND CONDITIONS (ALTERNATIVELY THE SELLER'S LIABILITY SHALL BE LIMITED TO DAMAGES WHICH UNDER NO CIRCUMSTANCES SHALL EXCEED THE PRICE OF THE WORKS).
- NEITHER PARTY SHALL ASSIGN OR SUB-CONTRACT ALL OR ANY PART OF THEIR RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF THE OTHER PARTY.
- THE CUSTOMER AGREES THAT THE SELLER MAY AMEND THESE TERMS AND CONDITIONS BY NOTIFYING THE CUSTOMER IN WRITING. THESE CHANGES SHALL BE DEEMED TO TAKE EFFECT FROM THE DATE ON WHICH THE CUSTOMER ACCEPTS SUCH CHANGES, OR OTHERWISE AT SUCH TIME AS THE CUSTOMER MAKES A FURTHER REQUEST FOR THE SELLER TO PROVIDE WORKS TO THE CUSTOMER.
- 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.
- BOTH PARTIES WARRANT THAT THEY HAVE THE POWER TO ENTER INTO THIS AGREEMENT AND HAVE OBTAINED ALL NECESSARY AUTHORISATIONS TO ALLOW THEM TO DO SO, THEY ARE NOT INSOLVENT AND THAT THIS AGREEMENT CREATES BINDING AND VALID LEGAL OBLIGATIONS ON THEM.