

TERMS AND CONDITIONS

Innovative Design & Manufacturing Pty Ltd ACN 095 625 871 T/A Thompson Longhorn

1 Definitions

- 1.1 **"Client"** means the person/s buying the Goods (and/or hiring Equipment) as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.2 **"Equipment"** means all equipment supplied by the Supplier to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, or any other work authorisation form provided by the Supplier to the Client.
- 1.3 **"Force Majeure"** means an act of God, war, fire, strike, lockout, trade or industrial disputes, government interference, lack of production capacity or raw materials, transport delays, accidents, breakdown of plant or machinery, non-delivery or shortage of supplies or any other cause beyond the Suppliers control
- 1.4 **"Goods"** means all goods or services supplied by the Supplier to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other), as specified in any quote or order agreed between the Supplier and Client.
- 1.5 **"Nominated Address"** means an address advised to the Supplier by the Client, from time to time;
- 1.6 **"Price"** means the Price payable for the Goods as agreed between the Supplier and the Client in accordance with clause 5 below;
- 1.7 **"Supplier"** means Innovative Design & Manufacturing Pty Ltd ACN 095 625 871 trading as Thompson Longhorn, its successors and assigns or any person acting on behalf of and with the authority of Innovative Design & Manufacturing Pty Ltd T/A Thompson Longhorn.
- 1.8 **"Terms"** means these terms and conditions; and
- 1.9 **"Works"** means the Supplier installing Goods or Equipment, at the Client's request, at the Nominated Address.

2 Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these Terms if the Client places an order for or accepts delivery of the Goods/Equipment.
- 2.2 These Terms may only be amended with the Supplier's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Supplier.

3 Change in Control

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

4. Quotations, Orders and Contracts

- 4.1 All quotations are made and all orders for Goods are accepted by the Supplier on and subject to these Terms and any variation of these Terms agreed to by the Supplier in writing. Unless otherwise expressly agreed by the Supplier, previous dealings between the Supplier and any Client or the imposition of additional or alternative terms and conditions by a Client shall not vary or replace these Terms or be deemed in any circumstances whatsoever to do so.
- 4.2 The Supplier may withdraw, revoke or vary a written quotation at any time prior to the Client submitting an order which accepts the offer to sell comprised by the written quotation.
- 4.3 The Supplier reserves the right to accept or decline, in whole or in part, any order for Goods placed by a Client
- 4.4 The agreement to supply Goods to the Client starts on the date the Supplier agrees to supply the Goods to the Client. This may not be the date the order is received by the Supplier.
- 4.5 Where in the period between acceptance of a quote and delivery of the relevant Goods, the Supplier incurs an increase in the cost of producing and/or delivery of the Goods, the Supplier reserves the right to increase the quoted price of those Goods any time prior to delivery (a 'price escalation'). The Client shall accept any such price escalation.
- 4.6 These Terms prevail over any terms and conditions of trade of the Client whether or not any inconsistency arises.

5. Price and Payment

- 5.1 At the Supplier's sole discretion the Price shall be either:
- As indicated on any invoice provided by the Supplier to the Client; or
 - The Supplier's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 5.2 The Supplier reserves the right to change the Price if a variation to the Supplier's quotation is requested. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation due to unforeseen circumstances, or due to fluctuations in the currency exchange rate, or as a result of increases to the Supplier in the cost of materials and labour) will be charged for on the basis of the Supplier's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.

- 5.3 At the Supplier's sole discretion a non-refundable deposit may be required.
- 5.4 Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Client on the date/s advised by the Supplier, which may be:
- Before delivery of the Goods/Equipment;
 - On delivery of the Goods/Equipment;
 - By way of instalments/progress payments in accordance with the Supplier's credit application form or other payment schedule provided to the Client;
 - The date specified on any invoice or other form as being the date for payment; or
 - In accordance with any notice given to the Client by the Supplier.

- 5.5 For the sake of clarity, if the Supplier does not advise the Client when the Price is payable, the Price is payable at the earliest time specified in clause 5.4.

- 5.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Client and the Supplier.

- 5.7 Unless otherwise stated the Price includes GST. In addition to the Price the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other agreement for the sale of the Goods or the Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client 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 Specifications, Materials or Special Orders

- 6.1 All descriptions, specifications, illustrations, drawings, data, dimensions and weights contained in catalogues, price lists or other advertising matter of the Supplier or elsewhere are approximations only. They are intended by the Supplier to be a general description for information and identification purposes and do not create a sale by description.
- 6.2 The Supplier shall not be bound to accept any change in product dimension, materials or finish, a reduction in the quantity ordered or other particulars of an order for Goods after the Supplier has ordered special materials or commenced tooling for manufacture.
- 6.3 Unless otherwise stated on a quotation, Goods will be supplied by the Supplier within the tolerances in regard to quantity, weight, dimension and chemical composition as specified in the relevant order or, if not specified, as consistent with usual industry practice.
- 6.4 In the case of goods or components not of the Suppliers manufacture, the Supplier shall give the Client, and use its best endeavours to enforce at the cost of and for the benefit of the Client, such warranties and guarantees as the Supplier has obtained from its suppliers.
- 6.5 Where the Supplier is required to order special material or qualities for which a supplier of the Supplier requests minimum order quantities, the Client may be requested to accept an increase of the minimum quantity required to be ordered by the Supplier to fulfil the order and if so requested the Client shall be obliged to accept and pay for such increase. The price for the additional product shall be determined according to the unit price for the products included in the order.
- 6.6 Notwithstanding any other provision of these Terms, it is a term of the contract made between the Supplier and the Client that the Supplier has discretion to refuse to supply Goods to the Client (without liability to the Client) where:
- Goods are unavailable or insufficient for any reason whatsoever;
 - The Client has failed to comply with the Terms;
 - The Supplier considers it necessary or desirable to do so for any reason at all

7 Delivery of Goods/Equipment

- 7.1 Delivery ("Delivery") of the Goods/Equipment is taken to occur at the time that:
- The Client or the Client's nominated carrier takes possession of the Goods/Equipment at the Supplier's address; or
 - The Supplier (or the Supplier's nominated carrier) delivers the Good/Equipment to the Nominated Address even if the Client is not present at the address. If the Supplier is installing the Goods/Equipment at the Client's nominated address, delivery is taken to have occurred when the installation process has commenced.
- 7.2 At the Supplier's sole discretion the cost of delivery is in addition to the Price.
- 7.3 The Client must take delivery by receipt or collection of the Goods/Equipment whenever either is tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 7.4 The Supplier may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these Terms.

- 7.5 Any time or date given by the Supplier to the Client is an estimate only. The Client must still accept delivery of the Goods/Equipment even if late and the Supplier will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.
- 7.6 Where the Supplier or its transport contractor enters the Client's premises or the premises of a third party nominated by the Client as a delivery point, the Client:
- Releases the Supplier from any claim the Client may at any time have had against the Supplier but for this release in respect of damage occasioned to the Client's premises or injury to persons arising out of the delivery by the Supplier or its transport contractor of Goods to such premises; and
 - Indemnifies and holds the Supplier harmless from and against any loss, damage or liability suffered or incurred by the Supplier in respect of damage occasioned to the third party's premises or injury to persons arising out of the delivery by the Supplier or its transport contractor of Goods to the premises of the third party except for and to the extent that such loss, damage or liability suffered or incurred by the Supplier arises out of the negligence or wilful misconduct of the Supplier or its transport contractor.
- 8 Risk**
- 8.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 8.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these Terms 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.
- 8.3 If the Client requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.
- 8.4 If the Supplier is prevented either directly or indirectly from performing any of its obligations under these Terms, including without limitation making a delivery of the Goods or any part of the Goods by reason of Force Majeure it shall be entitled, at its option, by notice to the Client, either to:
- Extend the time for delivery of the Goods for a reasonable period; or
 - subject to refunding the Client for any payment already made to the Supplier in respect of those particular Goods (if any), terminate this contract, and the Client shall not have any claim against the Supplier for damages or any other remedy for breach of contract.
- 9 Access**
- 9.1 The Client shall ensure that the Supplier has clear and free access to the Nominated Address at all times to enable them to undertake the Works. The Supplier shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of the Supplier.
- 10 Underground locations**
- 10.1 Prior to the Supplier commencing any work the Client must advise the Supplier of the precise location of all underground services on the site and 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, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- 10.2 Whilst the Supplier will take all care to avoid damage to any underground services the Client agrees to indemnify the Supplier 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 10.1.
- 11 Title to Goods**
- 11.1 The Supplier and the Client agree that ownership of the Goods shall not pass until:
- The Client has paid the Supplier all amounts owing to the Supplier; and
 - The Client has met all of its other obligations to the Supplier.
- 11.2 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 11.3 It is further agreed that:
- Until ownership of the Goods passes to the Client in accordance with clause 11.1 that the Client is only a bailee of the Goods and must return the Goods to the Supplier on request.
 - The Client holds the benefit of the Client's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - The Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand.
- The Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.
 - The Client irrevocably authorises the Supplier to enter any premises where the Supplier believes the Goods are kept and recover possession of the Goods.
 - The Supplier may recover possession of any Goods in transit whether or not delivery has occurred.
 - The Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier.
 - The Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
- 12 Personal Property Securities Act 2009 (PPSA)**
- 12.1 In this clause financing statement, financing change statement security agreement, and security interest has the meaning given to it by the PPSA.
- 12.2 Upon agreeing to these Terms in writing the Client acknowledges and agrees that these Terms constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods/Equipment that has previously been supplied and that will be supplied in the future by the Supplier to the Client.
- 12.3 In relation to any security interest constituted or contemplated in relation to any proceeds arising from the supply of Goods or Services by the Supplier, the Client consents to the Supplier affecting and maintaining a registration on the Personal Property Securities Register (in the manner the Supplier considers necessary, including a master security interest registration that stays on the Client's record at all times, even if no Goods or Services have currently being supplied by the Supplier to the Client) of that security interest.
- 12.4 If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising under or in connection with this Agreement and sections 115(1) or 115(7) of the PPSA allows for contracting out, then the following provisions of the PPSA will not apply and the Client will have no rights under them:
- in respect of section 115(1), section 95 (to the extent of notices to the grantor); section 96; section 118 (to the extent of notices to the grantor); sections 121(4); 125; 130; 132(3)(d); 132(4); 135; 142; and 143; and
 - in respect of section 115(7): sections 127; 129(2); 129(3); 130(i); 132; 134(s); 135; 136(3); 136(4); 136(5); 137; and 275(7)(c).
- 12.5 The Supplier and the Client agree not to disclose information of the kind referred to in section 275(1) of the PPSA.
- 12.6 Unless otherwise agreed to in writing by the Supplier, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 12.7 The Client must unconditionally ratify any actions taken by the Supplier under clauses 12.3 to 12.5.
- 12.8 Subject to any express provisions to the contrary nothing in these Terms is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 13 Security and Charge**
- 13.1 In consideration of the Supplier agreeing to supply the Goods/Equipment, the Client 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 Client either now or in the future, to secure the performance by the Client of its obligations under these Terms (including, but not limited to, the payment of any money).
- 13.2 The Client indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.
- 13.3 The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.
- 14 Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**
- 14.1 The Client must inspect the Goods/Equipment on delivery and must within seven (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. The Client must notify any other alleged defect in the Goods/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Supplier to inspect the Goods/Equipment.
- 14.2 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 (**Non-Excluded Guarantees**)
- 14.3 The Supplier acknowledges that nothing in these Terms purports to modify or exclude the Non-Excluded Guarantees.

- 14.4 Except as expressly set out in these Terms or in respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these Terms including but not limited to the quality or suitability of the Goods/Equipment. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 14.5 If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.
- 14.6 If the Supplier is required to replace the Goods under this clause or the CCA, but is unable to do so, the Supplier may refund any money the Client has paid for the Goods.
- 14.7 If the Client is not a consumer within the meaning of the CCA, the Supplier's liability for any defect or damage in the Goods is:
- Limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole discretion;
 - Limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Goods;
 - Otherwise negated absolutely.
- 14.8 Subject to this clause 14, returns will only be accepted provided that:
- The Client has complied with the provisions of clause 14.1; and
 - The Supplier has agreed that the Goods are defective; and
 - The Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
 - The goods are returned in as close a condition to that in which they were delivered as is possible.
- 14.9 Notwithstanding clauses 14.1 to 14.8 but subject to the CCA, the Supplier shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- The Client failing to properly maintain or store any Goods/Equipment;
 - The Client using the Goods/Equipment for any purpose other than that for which they were designed;
 - The Client continuing the use of the Goods/Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - The Client failing to follow any instructions or guidelines provided by the Supplier;
 - Fair wear and tear, any accident or act of God.
- 14.10 In the case of second hand Goods, unless the Client as a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second hand Goods prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by the Supplier as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that the Supplier has agreed to provide the Client with the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 14.10.
- 14.11 The Supplier may in its absolute discretion accept non-defective Goods for return in which case the Supplier may require the Client to pay handling fees of up to fifteen percent (15%) of the value of the returned Goods plus any freight costs.
- 14.12 Notwithstanding anything contained in this clause if the Supplier is required by a law to accept a return then the Supplier will only accept a return on the conditions imposed by that law.
- 15 Intellectual Property**
- 15.1 Where the Supplier has designed, drawn or developed Goods/Equipment for the Client, then the copyright in any designs and drawings and documents and ownership of all confidential information and trademarks shall remain the property of the Supplier. Unless authorised by the Supplier in writing, the Client shall not copy or reproduce the designs, drawings, documents, confidential information and trade marks or supply them to any third party. The Client agrees to indemnify the Supplier against any damage caused by breach of this clause.
- 15.2 The Client warrants that all designs, specifications or instruction given to the Supplier will not cause the Supplier to infringe any third party's registered or unregistered intellectual property rights in the execution of the Client's order and the Client agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.
- 15.3 The Client agrees and accepts that the Supplier may (at no cost) use any documents, designs, drawings or Goods which the Supplier has created for the Client for any reason whatsoever, including in works for other clients, marketing or entry into any competition.
- 16 Default and Consequences of Default**
- 16.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 16.2 If the Client owes the Supplier any money the Client shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in recovering the debt (including) but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Supplier's collection agency costs, and bank dishonour fees).
- 16.3 Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these Terms the Supplier may suspend or terminate the supply of Goods/Equipment to the Client. The Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier has exercised its rights under this clause.
- 16.4 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable if:
- Any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to make a payment when it falls due;
 - 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
 - A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 17 Cancellation**
- 17.1 The Supplier may cancel any contract to which these Terms apply or cancel delivery of Goods/Equipment at any time before the Goods/Equipment are due to be delivered by giving written notice to the Client. On giving such notice the Supplier shall repay to the Client any money paid by the Client for the Goods. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 17.2 In the event that the Client cancels delivery of the Goods/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect by the Supplier as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 17.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
- 18 Privacy Act 1988**
- 18.1 The Client agrees for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by the Supplier.
- 18.2 The Client agrees that the Supplier may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- To assess an application by the Client; and/or
 - To notify other credit providers of a default by the Client; and/or
 - 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
 - To assess the creditworthiness of the Client.
- The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 18.3 The Client consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 18.4 The Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other purposes as shall be agreed between the Client and Supplier or required by law from time to time).
- 18.5 The Supplier may give information about the Client to a credit reporting agency for the following purposes:
- To obtain a consumer credit report about the Client;
 - Allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 18.6 The information given to the credit reporting agency may include:
- Personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - Details concerning the Client's application for credit or commercial credit and the amount requested;
 - Advice that the Supplier is a current credit provider to the Client;
 - Advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - That the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - Information that, in the opinion of the Supplier, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
 - Advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - The credit provided to the Client by the Supplier has been paid or otherwise discharged.
- 19 Unpaid Supplier's Rights**



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Innovative Livestock Equipment- Design and Manufacture

- 19.1 Where the Client has left any item with the Supplier for repair, modification, exchange or for the Supplier to perform any other service in relation to the item and the Supplier has not received or been tendered the whole of any moneys owing to it by the Client, the Supplier shall have, until all moneys owing to the Supplier are paid:
 - a) A lien on the item; and
 - b) 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 goods.
- 19.2 The lien of the Supplier shall continue despite the commencement of proceedings, or judgment for any moneys owing to the Supplier having been obtained against the Client.
- 20 Equipment Hire**
- 20.1 Equipment shall at all times remain the property of the Supplier and is returnable on demand by the Supplier. In the event that Equipment is not returned to the Supplier in the condition in which it was delivered the Supplier retains the right to charge the Client the full cost of repairing the Equipment. In the event that Equipment is not returned at all the Supplier shall have right to charge the Client the full cost of replacing the Equipment.
- 20.2 The Client shall:
 - a) Keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over the Equipment.
 - b) Not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment.
 - c) Keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by the Supplier to the Client.
- 20.3 The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self-insure, the Supplier's interest in the equipment and agrees to indemnify the Supplier against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability

- Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
- 21 General**
- 21.1 The failure by the Supplier to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision. If any provision of these Terms shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 21.2 These Terms and any contract to which they apply shall be governed by the laws of the state in which the Supplier has its principal place of business, and are subject to the jurisdiction of the courts in that state.
- 21.3 Subject to clause 14 the Supplier shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Supplier of these Terms (alternatively the Supplier's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 21.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier not to withhold payment of any invoice because part of that invoice is in dispute.
- 21.5 The Supplier may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 21.6 The Client agrees that the Supplier may amend these Terms at any time. If the Supplier makes a change to these Terms, then that change will take effect from the date on which the Supplier notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Supplier to provide Goods/Equipment to the Client.
- 21.7 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

By signing these Terms you acknowledge:

- (a) you have the authority to enter into any contract to purchase Goods and/or Equipment from the Supplier and sign on behalf of the Client; and
- (b) you have read, understood and agree to these Terms.

Signed by the Client

Signature:

Print Name:

Date: Position

Signed by the Supplier

Signature:

Print Name:

Date: