

1. APPLICATION

These terms & conditions ("Terms") are incorporated into and form part of the Contract between you and us for the supply of the Products. You should read these Terms carefully before making an Order.

In these Terms:

"we", "us" and "our" mean Jakid Pty Ltd (ACN 002 329 955) as trustee for the J & M Zeaiter Unit Trust (ABN 87 627 992 131) trading as Academy Tiles; and

"you" and "your" mean the purchaser of the Products entering into the Contract with us, whose details are set out in the Contract.

2. DEFINITIONS

In these Terms, unless the contrary intention appears, the following expressions have the following meanings:

"**Australian Consumer Law**" means the Australian Consumer Law contained in Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*;

"**Cancellation Charges**" are the charges determined by us and will include our costs for any:

- (a) outside purchases;
- (b) supplier's cancellation or restocking fees;
- (c) manufacturing processes before cancellation; and
- (d) administrative costs and other actual costs already incurred by us in fulfilling your Order prior to receiving your request for cancellation;

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

"**Contract**" means the contract formed as a result of our acceptance of your Order in accordance with clause 4.1;

"**Delivery Address**" means the delivery address on the Invoice or the address for delivery you give us in writing;

"**Delivery Date**" means the date, which we will notify you of in writing, for the delivery of the Products;

"**Courier**" includes a courier, delivery carrier, or other delivery service provider;

"**GST**" has the same meaning as in the GST Law;

"**GST Law**" means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

"**Invoice**" means our invoice for the Products in your Order;

"**Loss**" means any direct or indirect loss, liability, cost, payment, damages, debt, expense, and legal fees;

"**Order**" means an order made by you for the Products in accordance with these Terms;

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

"**Price**" means the price of the Products, and any other amounts payable to us, as shown on the Invoice;

"**Products**" means the products to be supplied to you in accordance with the Contract;

"**Quote**" means the written quotation we gave you for your proposed purchase of the Products;

"**Special Order**" means an Order for Products which are required to be imported for you, Products manufactured or modified to your specifications, discontinued stock, non-standard stock, non-current stock, or any other Order for Products designated by us as a special order;

"**Storage Fee**" means \$50.00 per pallet, per week.

3. THE QUOTE

3.1 You may only accept a Quote within the period stated in the Quote or, where no period is stated, within 30 days after its date of issue.

- 3.2 We reserve the right to:
- (a) (a) withdraw a Quote at any time; or
 - (b) refuse an Order based on a Quote within 7 days after the date of the Order.

4. THE CONTRACT

4.1 If we accept your Order, by confirming the Order or accepting your deposit for the Order, the parties will have created a contract for the supply of the Products and you are deemed to have accepted these Terms.

4.2 The Contract documents consist of the Quote, the Order, the Invoice, and these Terms.

4.3 All prior negotiations, representations, and agreements, whether in writing or verbal, are superseded by these Terms.

4.4 Subject to clause 4.5, if there is a conflict between the Terms and any other documents which make up the Contract, the following order of priority will apply: (1) the Terms (which has priority over all other documents); (2) the Invoice; (3) the

Order; and (4) the Quote.

- 4.5 The Contract is subject to any condition specifically set out in the Invoice as a special condition. If there is a conflict between any special condition and any provision of the Terms, the special condition will prevail.

5. PRICE

- 5.1 You agree to pay us the Price and any other amounts payable under these Terms.
- 5.2 The Price, and any other amount payable under these Terms, is exclusive of GST. You must pay us an amount equal to the GST (shown on the Invoice) for the taxable supply made to you in addition to the Price and any other amounts payable under these Terms.
- 5.3 You must not withhold, make deductions from, or set-off, payment of any money owed to us for any reason.
- 5.4 We may, at any time either before or during the Contract, by notice to you in writing, vary the Quote or Price:
- (a) to correct any typographical or clerical errors; or
 - (b) because of any increase in costs beyond our reasonable control, including the cost of freight, insurance, customs duties, exchange rates, shipping expenses, and other charges affecting the cost of production or supply, or because of the introduction or variation of any legislation, regulation, or government policy.

6. DEPOSIT AND PAYMENT TERMS

- 6.1 You must pay us the deposit set out in clause 6.2 at the time you make an Order.
- 6.2 The deposit required for an Order is:
- (a) for standard Products (in stock or ordered), 40% of the Price (plus GST); and
 - (b) for a Special Order, 50% of the Price (plus GST).
- 6.3 You must make full payment of the balance of the Price, and any other amounts payable to us under these Terms, prior to dispatch of the Products from our warehouse or the collection of the

Products.

- 6.4 Payment of an amount is deemed to be received by us when the payment is made in cash or when the proceeds of other methods of payment are cleared and credited to our nominated bank account. Payments by cheque are at our absolute discretion.
- 6.5 For Invoices totalling over \$1,000.00, we will charge you a 1.5% surcharge for all credit card payments.
- 6.6 You must reimburse us for the full amount of any bank or other fees associated with any dishonoured payments, and for any legal expenses, debt recovery expenses, and other expenses, in connection with any action by us to recover money from you.
- 6.7 If you do not make the payment as required by clause 6.3, in addition to our other rights, we may do one or more of the following:
- (c) charge you monthly compound interest on any overdue amounts you owe us at a rate of 8% per annum, commencing on the date the Products are available for delivery or collection until all monies owed to us are paid in full;
 - (d) suspend deliveries of any Products ordered by you; or
 - (e) terminate this Contract and recover from you any Loss suffered by us arising from, or in connection with, your failure to comply with the Contract.

7. CANCELLATION OF YOUR ORDER

- 7.1 You may not cancel an Order except with our written consent.
- 7.2 We may, in our absolute discretion, allow you to cancel an Order if:
- (a) it is not a Special Order;
 - (b) we have not ordered the Products from our supplier, or the Products are not yet available for collection or delivery; and
 - (c) you pay us the Cancellation Charges.
- 7.3 If you cancel or fail to complete an Order without our written consent, you agree to indemnify us for, and must pay us immediately upon our

demand, all Loss that we may suffer as a result of such cancellation of, or failure to complete, the Order.

7.4 We may cancel an Order at any time prior to the collection or delivery of the Products, with no liability to you for any Loss in respect of that cancellation, other than to repay you any amount of the Price you have already paid us, in the following circumstances:

- (a) the Products are no longer in stock and we are unable to re-stock the Products (for example, the Products are discontinued, or we are unable to obtain a further supply of those Products for any reason);
- (b) we are not satisfied with the quality or appearance of the Products and have decided not to supply those Products to you; or
- (c) because of an event outside of our control.

8. CHANGES TO YOUR ORDER

8.1 You may not make any changes to the Order if we have ordered your Products from our supplier or if we are unable to make the changes requested for any reason. If we agree to make any changes to your Order, you agree to pay us for any additional costs.

8.2 Generally, you may not make any changes to a Special Order. However, in our absolute discretion, if we are reasonably able to accommodate the request without us incurring any Loss, we may allow you to make the changes, provided you pay us for any additional costs.

8.3 Any changes to an Order pursuant to clause 8.1 or a Special Order pursuant to clause 8.2 will only apply if we give you our prior written consent for the changes.

9. PRODUCT PERFORMANCE, SPECIFICATIONS AND MEASUREMENTS

9.1 The Products that we will supply to you are described in the Invoice and the description on the Invoice prevails over all other descriptions of the Products including any specifications provided, or enquiry made, by you.

9.2 It is your responsibility to ensure that the specifications or properties of the Products stated in the Invoice will be fit for your intended purpose of the Products. You acknowledge and warrant that you are satisfied that the specifications of the Products stated in the Invoice are correct and appropriate for the purposes for which you require the Products.

9.3 If you wish to match the characteristics of any Products to other tiles that you have purchased or used previously, then it is your responsibility to check that the Products are suitable before ordering them.

9.4 Any performance figures ("figures") or technical test results ("results") for the Products provided by us or the manufacturer of the Products are estimates and are subject to the general tolerances applicable to such figures or results. Any figures or results provided are for your information only. We are not liable to you for the failure of the Products to attain such figures or results. You agree to release us from all Claims by you, and indemnify us for any Claims made by any person, in connection with any figures or test results provided to you in regard to the Order or your use or reliance on any such figures or test results.

9.5 You must provide us with the quantity of the Products that you require. We do not measure or estimate the quantity of Products that you require for your project. You acknowledge and warrant that the quantity of the Products specified in the Invoice have been calculated and verified by you.

9.6 If you provide us with any specifications, design, or instructions for the Products ("materials"), you warrant that our use of those materials will not cause us to infringe any intellectual property rights of any person. You agree to indemnify us from and against any Loss suffered by us arising from, or in connection with, any breach of that warranty.

9.7 The Products may be slippery, especially when wet, and you should take all necessary precautions in areas where the Products are exposed to any liquids.

10. COLLECTION OF PRODUCTS

- 10.1 If the Products are not being delivered by us, you must collect the Products from us. We will notify you of the date and location for collection of the Products.
- 10.2 You agree to pay us the Storage Fee, if you fail to collect the Products within 14 days of us giving you notice that the Products are ready for collection. You agree that we may charge the Storage Fee from the third day after we gave you notice to collect the Products up to and including the date that the Products are collected.
- 10.3 The collection date and time that we provide to you is an estimate only. We are not liable for any Loss suffered by you or any other person because of, or in connection with, the delay in the availability of the Products.
- 10.4 You may not cancel the Order, or make a Claim against us, because of delay in the availability of the Products.
- 10.5 You must inspect the Products at the time of collection to check that the Products are in accordance with the Invoice.
- 10.6 We are not liable to you for any Loss suffered by you or any other person arising from, or in connection with, the collection of the Products from us or the handling of the Products once collected.

11. DELIVERY OF PRODUCTS

- 11.1 If you require the Products to be delivered, you must provide us with delivery instructions upon our request. We will notify you of the delivery costs after we receive the delivery instructions. You must pay the delivery costs before we will arrange the delivery of the products.
- 11.2 You agree to pay us the Storage Fee, if you do not provide us with delivery instructions within 7 days of a request by us. You agree that we may charge the Storage Fee from the first day after we request you to provide delivery instructions up to and including the date that the Products are delivered.
- 11.3 We may vary the delivery costs to include further charges if you vary your delivery instructions. Any variation to the delivery instructions is only permitted if we give you our written consent.

- 11.4 The delivery date and time that we provide to you is an estimate only. We are not liable for any Loss suffered by you or any other person because of, or in connection with, the delay in the delivery of the Products.
- 11.5 If we agree to deliver the Products to you;
 - (a) we will endeavour to deliver the Products to the Delivery Address on the Delivery Date, but delivery on the Delivery Date is not guaranteed;
 - (b) we may charge further delivery costs if you are unable to receive delivery of the Products at the Delivery Address or on the Delivery Date or in accordance with any other delivery arrangements you have made with us; and
 - (c) we may add to the Price any further charges incurred by us, including Storage Fees, handling charges, transport, delivery costs, waiting fees charged by the Courier, and for any delay caused by you.
- 11.6 If we deliver any of the Products by instalments, and any one of those instalments is defective for any reason:
 - (a) it does not constitute a repudiation of the Contract; and
 - (b) the defective instalment is a severable breach that gives rise only to a claim in respect of that defective instalment.
- 11.7 You must ensure that a member of your Personnel will be at the Delivery Address on the Delivery Date to accept any delivery of the Products and sign the delivery docket on your behalf.
- 11.8 We may deliver the Products to any person at the Delivery Address who has apparent authority to receive delivery of the Products.
- 11.9 The signature of a member of your Personnel, or such other person who has apparent authority to receive delivery of the Products on your behalf, on our delivery docket will represent acknowledgement by you that the Products have been supplied.
- 11.10 You must inspect the Products on delivery. You will be deemed to have accepted the Products as is on delivery, unless you provide us with written notice within 48 hours of delivery that you

purport to reject the Products and a written detailed explanation for the purported rejection.

11.11 If you arrange your own Courier, you do so at your own risk and agree that your Courier is acting as agent for you regarding freight, insurance, and safe carriage of the Products.

12. LOSS OR DAMAGE IN TRANSIT

12.1 You accept liability for any loss or damage to the Products during transit. We do not provide transit insurance for the Products, even if we arrange the delivery of the Products. We suggest that you obtain transit insurance for your Products, if required.

12.2 We are not liable to you, or any person claiming through you, for any loss or damage to Products in transit or any related Loss, caused by any event of any kind or by any person (whether or not the Supplier is held to be legally responsible for the person).

12.3 We will provide you with reasonable assistance, at your cost, in relation to any claim by you against a Courier for loss or damage to Products in transit provided you:

- (a) have notified us and the Courier in writing immediately after you discover the loss or damage on receipt of the Products; and
- (b) serve a claim for compensation on the Courier within 3 days of the date of receipt of the Products.

13. RISK AND TITLE

13.1 The risk in the Products passes to you, and you accept the risk in the Products, immediately on the collection of the Products by you or by anyone on your behalf (including a Courier) or when we hand over the Products to a Courier for delivery to you.

13.2 You will not receive title to the Products until you pay us the full Price and any other amounts payable to us or, if we have accepted you as a trade credit customer, you have complied with the terms of the trade credit agreement.

13.3 Until title in the Products passes to you in accordance with these Terms, you:

- (a) will be only a bailee of the Products;

- (b) must not use or install the Products;
- (c) must ensure the Products are kept separate and identifiable from other goods;
- (d) must ensure the Products are kept safe and are not damaged in any way;
- (e) must ensure that the Products are insured for loss or damage;
- (f) must not grant any lien or charge over, or interest in, the Products to any third party;
- (g) must return any Products to us immediately on request by us;
- (h) authorise us or our Personnel to enter any land or premises owned, occupied, or controlled by you where the Products are located and take possession of the Products; and
- (i) must hold the proceeds from any sale or disposal of the Products on trust for us.

13.4 If you are a business, you agree to grant us a charge over the whole of your present and future property and assets (including, without limitation, all of your legal and beneficial interests in freehold and leasehold land), and personal property as defined in the *Personal Property Securities Act 2009* ("PPSA") as security for any amount you owe us. You acknowledge that we may lodge caveats over land or security interests (as defined in the PPSA) on the Personal Properties Securities Register and take any action to enforce our security over the charged property.

14. RETURN OF PRODUCTS

14.1 Other than as provided in these Terms or as otherwise required by the provisions of the Australian Consumer Law, we do not accept the return of any Products.

14.2 We may, in our absolute discretion, provide store credits for the return of undamaged standard stock items, if all of the following conditions are met:

- (a) we give you our prior written consent for the Products to be returned to us;
- (b) the Products are returned to us, within 30

days of the delivery or your collection of the Products, at our Sydney warehouse at your expense and are accompanied by a delivery receipt stating our original Invoice number and a written explanation for the return that is acceptable to us;

- (c) the Products are from our current stock in store and match our current stock shade;
- (d) the Products are returned in their original packaging, undamaged, and in saleable and 'as new' condition; and
- (e) we have inspected the Products and confirmed in writing that they are accepted by us for return.

14.3 If we accept a return of any Products, a restocking fee of 30% of the Price will apply.

14.4 We will not accept a return of any Products:

- (a) which are Special Order;
- (b) if the Products are used, installed, laid, damaged, or altered in any way;
- (c) if the Products were sold to you at any sale, clearance, or discounted price; or
- (d) if the Products are sold as second quality.

15. INSTALLATION

15.1 Until the Products are installed, you should store the Products in a safe environment:

- (a) on level dry ground and under cover;
- (b) in a manner that would avoid damage and staining to the Products (for example, away from water and substances that could damage the Products including chemicals and hazardous substances); and
- (c) not have other products, machinery, or other items stored upon or leaning on the Products.

15.2 Before installing the Products, you must check that the Products match the Invoice and are fit and proper for installation. If not, you must notify us in writing and provide us with a detailed explanation within 48 hours of delivery or collection.

15.3 You are responsible to inspect the Products again after a small quantity of the Products have been

installed and any paper or other covering removed, to ensure that the Products are correct and acceptable to you, before installing the remainder of the Products. This applies for all Products, including paper faced mosaics.

15.4 Once the Products are installed, we have no responsibility for the Products and the Products are deemed to be accepted by you as fit and proper.

15.5 We recommend that you employ a qualified and skilled tradesperson to install the Products. We have no responsibility for the installation of the Products by any tradesperson, even if we recommended the tradesperson. You should make your own enquiries as to the competency of any tradesperson recommended by us.

15.6 The Products should be installed and maintained strictly in accordance with the manufacturer's instructions and any relevant Australian standards.

15.7 Some Products may require surface sealing or other special treatments, prior to, during, or after installation. The appropriate sealing or treatment products must be purchased separately. You should consult with your tradesperson to ensure that the Products are installed correctly and using suitable products.

15.8 You should consult with your tradesperson to ensure that the Products are installed appropriately having regard to their shape and size. We recommend that you do not install tiles with a dimension of 400mm or greater in a brick bond pattern.

15.9 Unless we otherwise specify in writing, the Products are not suitable for installation in an environment which is exposed to chemicals, hazardous substances, salt, salt air, or seawater, or in areas used for industrial purposes.

15.10 You acknowledge and agree that we are not in any way liable for any damage, staining, or destruction, of the Products, or for any Loss suffered by you or anyone claiming through you, resulting from or in connection with:

- (a) the storage of the Products;
- (b) the installation of the Products;
- (c) the sealing, cleaning, or maintenance of

the Products; or

- (d) any instructions provided by the manufacturer.

16. OUR LIABILITY

16.1 We exclude all express and implied guarantees, conditions, and warranties in relation to the Products, except those guarantees, conditions, or warranties that cannot be excluded by the Australian Consumer Law or any other applicable law.

16.2 We agree to supply you with Products that:

- (a) match the description in the Invoice;
- (b) are free of third-party claims; and
- (c) are of acceptable quality as required under the Australian Consumer Law.

16.3 We do not warrant that the Products are fit for any particular purpose, whether or not made known to you or any third party by us or any member of our Personnel.

16.4 The Products are not manufactured by us. Any warranties by the manufacturer of the Products are accepted by you as the only warranties given to you for the Products. Where the Products carry a manufacturer's warranty, we will, if and when required to do so, use reasonable endeavours, at your cost, to assist you in getting the benefit of that warranty from the manufacturer.

16.5 You acknowledge and agree that the Products will be deemed to be of acceptable quality, fit for their purpose, and are not defective, and that we do not give any guarantee or warranty for the Products, and that we are not liable for any Claims in respect of the Products, if:

- (a) the Products have variations or irregularities, which are characteristic of material such as fired clay, ceramic, vitrified porcelain, concrete, cement, glass, terracotta, natural stone, and engineered stone products, including any crazing, blemishes, specks, spots, smudging, or hazing and variations in finish, colour, shade, dimensions, patterns, veining, marking, texture, straightness, surface, density, weight, and durability, or they fade

or change colour over time;

- (b) the Products are described as "second quality" (or similar) and have imperfections such as chips, cracks, poor shape, or colour variations;

- (c) the Products have minor omissions or defects, being omissions or defects, which do not materially affect the appearance or normal use of the Products;

- (d) any damage or faults were caused, or contributed to, by you, your Personnel, or any person acting on your behalf, as a result of:

- (i) intentional or accidental damage by any person;

- (ii) improper transport, handling, or storage of the Products;

- (iii) improper or faulty installation of the Products, or failure to install the Products in accordance with the manufacturer's instructions or Australian standards, or improper application of sealers or treatments to the Products;

- (iv) exposure of the Products to chemicals, hazardous substances, salt air or water, industrial uses (except as agreed in writing), or excessive moisture; or

- (v) any cause not in our control; or

- (e) any damage is the result of, or connected to, any other cause disclosed in any document forming part of or attached to the Contract.

16.6 You acknowledge and agree that our liability for a breach of any guarantee, condition, or warranty implied by the Australian Consumer Law, or any other law, is limited to, and will be completely discharged by, our choice of any one of the following:

- (a) the supply of replacement Products or the supply of equivalent Products;

- (b) the repair of the Products;

- (c) payment of the cost of replacement Products or of acquiring equivalent

Products; or

- (d) payment of the cost of having the Products repaired.

However, in undertaking the above, we will not pay for the cost of removal or reinstallation of the Products or for any Loss referred to in clause 16.7(b).

16.7 You agree that, to the extent permitted by law:

- (a) the remedies set out in clause 16.6 will be your sole remedy in connection with any breach of the terms of the Contract or any breach of any guarantee, condition, or warranty in respect of the Products supplied to you;
- (b) we will not be liable to you for any Loss (including for the cost of removal or reinstallation of the Products, direct or indirect damages, or injury to any person or property), resulting from a breach of any guarantee, condition, or warranty, or from any defective materials or faulty workmanship, or otherwise arising out of or in connection with the supply of the Products, whether or not caused by our negligence, default, act, or omission; and
- (c) our liability, if any, is limited further as set out in clause 17.

17. LIMITATION OF LIABILITY

17.1 In the event that we are liable to you for any Loss or Claim in relation to the Contract, or the supply of the Products, or otherwise in connection with the Products, you agree that our liability to you for such Loss or Claim will be limited in total to a maximum amount of the Price, or the part of the Price, you have paid us.

17.2 Despite any other provision, you agree that we will not be liable to you or any other person for any Loss or Claim of any kind whatsoever, in connection with the Contract or the Products, arising directly or indirectly, whether under statute, contract, tort, negligence or otherwise, in relation to any indirect or consequential loss (including, but not limited to, any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) or any other remote, abnormal, or unforeseeable loss, or any similar loss, whether or not in the reasonable

contemplation of the parties.

Nothing in these Terms is to be interpreted as having the effect of excluding, restricting, or modifying any applicable provisions of the Australian Consumer Law or any other applicable law except to the extent permitted by such legislation.

18. INDEMNITY

You agree to indemnify us and our Personnel, and must keep us and our Personnel indemnified, on a full and continuing indemnity basis from and against any Claim made by any person against us, arising directly or indirectly, in relation to:

- (a) your breach of the Contract;
- (b) your negligence or wilful misconduct, or the negligence or wilful misconduct of any member of your Personnel;
- (c) damage to your property, or damage to the property of any third party during any delivery of Products;
- (d) any loss, damage, spillage, or contamination of Products during any transport;
- (e) the Products not being fit for any particular purpose;
- (f) any tests conducted by a third party in relation to Products;
- (g) you, or any member of your Personnel, directly or indirectly causing any delay in the supply of any Products;
- (h) you, or any member of your Personnel, refusing to accept any delivery; and
- (i) you, or any member of your Personnel, purporting to cancel a Contract.

19. FORCE MAJEURE

We will not be liable to you for any failure to perform, or delay in performing, our obligations under these Terms, if the failure or delay is due to any circumstances beyond our reasonable control (including, but not limited to, unavailability of materials, strikes, lockouts, outbreaks, epidemics, pandemics, natural disasters, fire, war, acts of God, transport difficulties, or Government decrees, proclamations, or orders). If any such

failure or delay continues for a period of 14 days or more, we may at any time terminate the Contract. If we terminate the contract, the only remedy available to you is a refund of any part of the Price you have paid us for Products that we are unable to supply to you.

20. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

20.1 If we disclose information to you or your Personnel, and we advise you that the information is confidential, you and your Personnel must not use, or disclose to any third party, any such confidential information.

20.2 The supply of Products to you will not grant you any intellectual property rights in respect of the Products.

21. MISCELLANEOUS

21.1 *Variations* – the Contract may only be amended with our express written agreement.

21.2 *Waiver* - Any waiver by us must be express and in writing.

21.3 *Reservation of rights* - our rights under the Contract do not exclude any other rights that we may have at law.

21.4 *Severability* – if a provision in the Contract is held to be illegal, invalid, void, voidable, or unenforceable, then that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable, or unenforceable. If it is not possible to read down a provision as required in this clause, then that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provision in the Contract.

21.5 *Change of control* – you must immediately provide us with written notice if there is any direct or indirect change in the control of your entity, as defined in the *Corporations Act 2001* (Cth).

21.6 *Assignment* - we may assign any rights or benefits under the Contract to any third party. You may only assign any rights or benefits under any Contract with our prior written consent.

21.7 *Place of contract* - the Contract will be governed by and construed in accordance with New South Wales law. The parties submit to the non-

exclusive jurisdiction of the courts and tribunals of New South Wales.

21.8 *Currency* - unless stated otherwise, all prices or other amounts quoted in the Invoice are in Australian Dollars (AU\$).

21.9 In these Terms:

(a) the headings do not affect interpretation;

(b) the singular includes the plural and vice versa, and a gender includes other genders;

(c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented, or replaced from time to time;

(d) a reference to a party to a document includes the party's executors, administrators, heirs, successors in title, permitted assigns and substitutes;

(e) a reference to a person includes a natural person, body corporate, partnership, trust, association or any governmental, administrative, or judicial body, tribunal, department, commission, authority, agency, minister, corporation or instrumentality or any other entity;

(f) a reference to a statute, ordinance, code, or other law includes regulations, rules and other instruments under the statute, ordinance, code or other law and any consolidations, amendments, re-enactments, or replacements;

(g) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;

(h) any agreement, representation, warranty, or indemnity by two or more parties binds those parties jointly and severally;

(i) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed, or the event must occur, on the next business day.