

## Terms & Conditions of Sale

### 1 DEFINITION

1.1 In these Terms and Conditions:

**Company** means Agritec Pty Ltd (ABN 36 113 930 466) trading as 'Centor Oceania'.

**Contract** means these Terms and Conditions and any Credit Application and/or Order (as may be amended from time to time).

**Credit Application** means the credit application form that accompanies these Terms and Conditions.

**Customer** means the person, corporation or firm (or other entity) acquiring goods or services from the Company, as described in the Credit Application and/or Order.

**Equipment** means equipment to be ordered and purchased by the Customer as set out in an Order (or Orders).

**Force Majeure Event** means any event or circumstances beyond the reasonable control of the Company including, but not limited to, industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts of terrorism, pandemic or endemic or acts of war.

**Goods** means the provision of Goods or rendering of Service/s by the Company to the Customer as specified in the Order(s).

**Order** means the purchase order submitted by the Customer in accordance with clause 4 of these Terms and Conditions.

**PPSA** means the *Personal Property Security Act 2009* (Cth).

**Price** means the price of the Goods as specified on the current price list and/or the Order(s) (or otherwise as agreed by the Customer and Company in writing).

**Proprietary Information** includes, but is not limited to, and all information relating to the Goods or the installation of the Goods (including designs, drawings, instruction books, specifications, drawings, componentry, trademarks and patents) and any copyright, design, patent trademark (whether registered, unregistered or applied for), trade, business, company or domain name, know how, inventions, processes, formulas, methods, confidential information (whether in writing or recorded in any form) and any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial or scientific fields.

**Register** means the Personal Property Security Register as maintained by the PPSA.

**Terms and Conditions** means these Company terms and conditions of sale (as may be amended from time to time).

### 2 APPLICATION

2.1 The Customer's Order is accepted by the Company on the basis that (subject to clause 9) these Terms and Conditions, the Credit Application and any Order(s) constitute the Contract between the Customer and the Company for the sale and purchase of the Goods.

2.2 In the event of any inconsistency between the Terms and Conditions, the Credit Application and the Order(s), the documents apply in the order which they are listed in clause 2.1 (subject to any express written statement in the lower document that states that a part (or all) of that lower listed document prevails over a specific provision in (or all of) the document listed before it in priority).

2.3 This Contract supersedes all prior discussions, representations, agreements and arrangements in relation to the sale and purchase of the Goods.

### 3 INCOTERMS

3.1 An agreement by the Company to sell on the basis of any particular Incoterm shall be deemed to be a reference to the relevant term as set out in the rules for the interpretation of trade terms published by the *International Chamber of Commerce "Incoterms 2020"* ("**Incoterms**").

3.2 In the event of any inconsistency between the Contract and the Incoterms, the Contract prevails to the extent of the inconsistency.

### 4 PURCHASE ORDERS

4.1 When ordering, an official Order is to be submitted by the Customer to the Company quoting an Order number, full description of the Goods to be purchased, the relevant Incoterm(s) (if applicable), the agreed price and payment terms, the place of delivery, and the desired date of delivery. Reference to the Company's quote number to the Customer should also be made (where applicable).

4.2 These Terms and Conditions apply to the Customer and to the Company in respect of Goods ordered by the Customer and, unless otherwise agreed in writing, any terms and conditions set out in the Customer's Order(s) or Credit Application will not bind the Company notwithstanding any statement by the Customer in its Order(s) or Credit Application that its terms and conditions shall prevail over these Terms and Conditions.

4.3 A contract shall only be or be deemed to have been entered into between the Company and the Customer for the supply of the Goods when the Company confirms in writing that the Customer's order has been accepted, or the Company communicates arrangements with the Customers for the supply and delivery of the Goods.

### 5 PRICE BASIS

5.1 The Price is that ruling at the date of dispatch of the Goods (or as otherwise agreed in writing by the Customer and Company).

5.2 Any Price quoted on any document or correspondence issued by the Company:

- (a) excludes GST and any other taxes or duties imposed on or in relation to the Goods and services, in addition to payment of the Price of the Goods and services (unless specified otherwise in writing);
- (b) excludes the cost of packaging, freight, delivery, or other costs incurred by the Company in the course of supply and delivery to the Customer;
- (c) all Prices payable by the Customer shall be in Australian dollars (unless specified otherwise in writing). If the Goods are purchased outside Australia, the Australian dollar figure is to be determined based on the prevailing exchange rates as at the date of delivery of the Goods (unless the Customer and Company agree in writing to using a different currency);
- (d) is based on costs of all kinds in relation to the Goods ruling at the date of the quotation and is subject to fair adjustment by the Company to account for any alteration in such costs prior to delivery of the Goods or (in the case of delivery by installments) prior to the final delivery; and
- (e) unless otherwise specified, the Customer shall be responsible for all charges, duties, taxes, fees or other expenses of any kind incurred in connection with the purchase of the Goods. The Customer must pay such charges, duties, taxes, fees or other expenses upon demand from the Company.

5.3 The extension of credit to the Customer by the Company shall be at the sole discretion of the Company.

### 6 PAYMENT

6.1 The Customer agrees to accept and pay for the Goods in accordance with this Contract.

6.2 Payments on an account (under a Credit Application) must be made in full within the term granted (e.g. if 30 days, then by the end of the month immediately following the date of the invoice) (in this clause 6, the "**Due Date**").

6.3 Payments in respect of Equipment must be made in full on the date of delivery.

6.4 Unless otherwise agreed, payments in respect of export orders must be made by cash or confirmed by irrevocable letter of credit from a reputable Australian bank (as determined at the complete discretion of the Company).

- 6.5 Payment in full on or before the Due Date is a condition precedent to future deliveries under this or any other Contract or Order with the Customer.
- 6.6 Without prejudice to any other right or remedy the Company may have, it may charge the Customer on any overdue amounts due under this Contract interest at a rate of 5% per annum above the then maximum rate specified by the Company's bank for overdrafts of less than \$100,000.00.
- 6.7 Time of payments is of the essence of the Contract. Payment by electronic funds transfer ("EFT") to the Company's bank account is the preferred option.
- 6.8 The Terms and Conditions as to payment may be revoked or amended at the sole discretion of the Company at any time by written notice to the Customer.
- 6.9 If the Customer does not make a payment by the Due Date then all money amounts owed by the Customer to the Company (whether or not it is then payable) is immediately due and payable (without notice) by the Customer to the Company.
- 6.10 The Company will not be liable for any currency exchange costs or losses, or any transfer fees incurred by the Customer.

## 7 RISK AND TITLE

- 7.1 Where the Customer arranges for delivery of the Goods, risk in the Goods and all insurance responsibility for theft, damage or otherwise in respect of the Goods passes to the Customer at the time when the Goods have been placed on the vehicle which is to effect delivery from the Company's store or warehouse. If the Company agrees to deliver the Goods to the Customer (the price of the delivery will be charged separately) then the risk in the Goods remains with the Company until the Goods are delivered to the Customer's address.
- 7.2 In addition to any other rights the Company may have against the Customer, the Company may repossess the Goods if any sum due in respect of them is outstanding or if the Company reasonably believes that any such sum will not be paid in full when it falls due for payment.
- 7.3 Until full payment in cleared funds is received by the Company for all Goods and services supplied by it to the Customer, as well as other amounts owing to the Company by the Customer:
- (a) title and property in all Goods remain vested in the Company and do not pass to the Customer;
  - (b) the Customer must hold the Goods as fiduciary bailee and agent for the Company;
  - (c) the Customer must keep the Goods and maintain the labelling and packaging of the Company;
  - (d) the Customer is required to hold the proceeds of any sale of the Goods on trust for the Company in a separate account. However, failure to do so will not affect the Customer's obligations to deal with the proceeds as trustee; and
  - (e) the Company may without notice, enter any premises where it suspects the Goods may be and remove them, notwithstanding that they may have been attached to other Goods not the property of the Company, and for this purpose the Customer irrevocably licenses the Company to enter such premises and also indemnifies the Company from and against all costs, claims, demands or actions (whether direct or indirect) by any party arising from such action.

## 8 DEFAULT

- 8.1 The Company may withdraw credit facilities under a Credit Application to the Customer, with immediate effect by notice in writing to the Customer upon the occurrence of any one of the following events:
- (a) if the Customer has failed to pay the Price of the Goods within the period specified from time to time by the Company;
  - (b) if the Customer has entered into any composition or arrangement with its creditors, has appointed a controlling trustee pursuant Part X of the *Bankruptcy Act 1966* (Cth), has resolved to appoint an administrator or is obliged to execute a deed of company arrangement pursuant to Part 5.3A of the *Corporations Act 2001* (Cth), or has a receiver appointed over any of its assets, has filed for its own bankruptcy, or is the subject of any resolution or petition for winding up or orders for the sequestration of its estate in bankruptcy, or judicial management (other than for the purposes of amalgamation or reconstruction);

- (c) if the Customer has breached of any term of this Contract and fails to rectify such breach (if capable of rectification) within seven days of service of a notice in writing calling upon it to rectify such breach; or
- (d) if the Customer purports to assign the benefit of this Contract or credit facilities without prior consent in writing of the Company.

- 8.2 Any termination of this Contract shall be without prejudice to any rights which either party may have against the other arising out of or in connection with this Contract.

## 9 LIMITATION OF LIABILITY

- 9.1 Except as specifically set out herein, or contained in any warranty statement provided with the Goods or services, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or services, whether implied by statute, common law, trade usage, custom or otherwise is hereby expressly excluded.
- 9.2 The Company is not liable for any loss or damage (consequential or otherwise), however caused (including, but not limited to, the negligence of the Company), suffered by the Customer in connection with the Contract, any supply under the Contract, any misrepresentation by the Company or any statement by a third party accepted in good faith by the Company and repeated by it.
- 9.3 The Company is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, however caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.
- 9.4 The Company will not be liable for any loss or damage suffered by the Customer where the Company has failed to deliver Goods or fails to meet any delivery date or cancels or suspends the supply of Goods.
- 9.5 If the *Trade Practices Act 1974* (Cth) or any other equivalent legislation implies a condition or warranty into this Contract in respect of Goods or any services supplied by the Company, and the Company's liability for breach of that condition or warranty may not be excluded, the exclusion in clause 9.2 does not apply to that liability and instead the Company's liability for any breach of that condition or warranty is limited to:
- (a) in relation to the Goods, the Company doing any one or more of the following (at its election):
    - (1) replacing the Goods or supplying equivalent Goods;
    - (2) repairing the Goods;
    - (3) paying the cost of replacing the Goods or of acquiring equivalent Goods; or
    - (4) paying the cost of having the Goods repaired;
  - (b) in relation to any supply of services, the Company doing either or both of the following (at its election):
    - (1) supplying the services again; or
    - (2) paying the cost of having the services supplied again;
  - (c) Nothing in these Terms and Conditions is intended to exclude, restrict or modify any rights which the Customer may have under any legislation which may not be excluded, restricted or modified by agreement.
- 9.6 Any warranty provided by the Company in the Contract does not apply in circumstances where:
- (a) the Goods or services are not defective;
  - (b) the Goods were used or services required for a purpose other than for which they were intended;
  - (c) the Goods were repaired, modified or altered by any person other than the Company;
  - (d) the defect has arisen due to misuse, neglect or accident of any party other than Company;
  - (e) the Goods have not been stored or maintained as recommended by the Company;
  - (f) the defect has arisen due to normal wear and tear on the Goods; or
  - (g) the Customer is in breach of the Contract.
- 9.7 The Customer acknowledges that:
- (a) it has not relied on any service involving skill and judgment, or on any advice, recommendation, information or assistance provided by the Company in relation to the Goods or services or their use or application;

- (b) it has the sole responsibility of satisfying itself that the Goods or services are suitable for the use of the Customer or any contemplated use by the Customer, whether or not such use is known by the Company; and
- (c) any description of the Goods provided in a quotation or invoice is given by way of identification only and the use of such description does not constitute a contract of sale by description.

- (a) obtain the Company's prior written approval for return of Goods; and
- (b) pay all freight charges and costs associated with return of Goods.

## 10 WARRANTY, COVENANT AND INDEMNITY BY THE CUSTOMER

- 10.1 The Customer warrants the accuracy of any specification or information provided by the Company, and the design, manufacture and installation by others of any equipment associated with the Goods or these Terms and Conditions.
- 10.2 The Customer covenants not to make any claim or take any proceedings against any employee or agent of the Company in connection with this Contract including in respect of any misrepresentation or negligence of the Company or any employee of the Company.
- 10.3 The Customer indemnifies and agrees to keep indemnified the Company in respect of any breach of clause 10.1 or clause 10.2.
- 10.4 If the Customer does not accept the Goods in accordance with this Contract, the Customer must (without prejudice to any other rights of the Company) indemnify the Company in respect of any loss, damage or claim (both indirect and direct), including any license or other fee, the cost of labour and other overheads and redundancy payments attributable to the Customer's Order or its failure to accept the Goods.

## 11 DELIVERY AND PACKING SHORTAGES

- 11.1 The Price does not include the cost of carriage or insurance of the Goods from the premises of the Company or its subsidiaries to the point of delivery to the Customer and the Customer must bear all such costs, the cost of packing and the cost of any excess for special or express delivery requested by the Customer.
- 11.2 The Customer authorizes the Company to subcontract delivery in its absolute discretion.
- 11.3 Unless otherwise stated, all export Orders will be delivered Ex Works, which expression has the meaning assigned to it by the current version of the Incoterms (nonetheless, packing will be an extra charge).
- 11.4 The Company may charge for storage and administration costs incurred against Goods held for more than 14 days awaiting sufficient delivery instructions.
- 11.5 No refund of any charge made for packing will be made except in the cost of non-expendable pallets or containers which are charged for and for which credit will be given if returned carriage paid in good condition.
- 11.6 Subject to clause 11, it is a condition precedent to any claim for damages to the Goods, short delivery, delivery to the wrong place, or non-delivery that notice be given to the Company and the carrier within seven days of delivery in the case of inland orders and twenty-eight days of delivery in the case of export orders, in all cases considering date of dispatch.

## 12 RETURN OF GOODS

- 12.1 Subject to clause 8, the Customer must not return Goods for any reason except upon the written consent of the Company obtained in advance of such return.
- 12.2 Any consent given under clause 12.1 may specify the Terms and Conditions and charges upon which any such return may be made.
- 12.3 The Company will not under any circumstances accept Goods for return that:
  - (a) have been specifically produced, imported or acquired to fulfill any contract;
  - (b) are discontinued Goods or no longer stocked by the Company;
  - (c) have been altered in any way;
  - (d) have been used; or
  - (e) are not in their original condition and packaging.
- 12.4 If the Company accepts Goods for return, the Customer will receive a credit for the returned Goods equal to the price charged by the Company less a 15% deduction for handling and restocking charges, and any further deduction agreed for any wear and tear.
- 12.5 The Customer must:

- 12.6 Subject to clause 9, if any Goods returned by Customer to the Company for warranty service are determined by the Company not to be covered by the warranty, the Customer must reimburse the Company for all related shipping and other costs incurred by the Company, and pay to the Company an amount equal to the Company's standard service charge in effect at the time.

## 13 EXTENDED DELIVERIES

- 13.1 If the Contract provides for the Goods to be specified by the Customer by schedule from time to time, any schedule relating to the Contract and delivered by the Customer is subject to acceptance in writing by the Company.
- 13.2 Where a schedule is accepted under clause 13.1, any requirements stated in the schedule to be "firm" are deemed to form part of the Contract and may only be cancelled with the prior written approval of the Company.

## 14 CANCELLATION

- 14.1 If, through circumstances beyond the control of the Company, the Company is unable to effect delivery or provision of Goods or services, then the Company may cancel the Customer's Order (even if it has already been accepted) by notice in writing to the Customer.
- 14.2 No purported cancellation or suspension of an order or any part of it by the Customer is binding on the Company after that Order has been accepted.
- 14.3 If the Customer purports to cancel an Order and the Company agrees to the cancellation, any deposit paid by the Customer will be forfeited.
- 14.4 The Company, in its absolute discretion, may review, alter or terminate the Customer's credit limit or payment terms without notice. The Company may request additional information or the provision of further security to a credit facility and may suspend or cancel a credit facility if the information or security requested is not provided within a reasonable time.

## 15 LAWFUL USE OF THE GOODS

- 15.1 The Customer must:
  - (a) acquaint itself with the requirements of all relevant Governmental and statutory or other authority relating to the Goods and to the applications to which the Goods are put;
  - (b) comply with such requirements at all times while the Goods are in its possession or under its control;
  - (c) procure that any Customer of the Goods acquaints itself with and complies with such requirements; and
  - (d) obtain all necessary licenses or permits under all relevant laws and regulations in relation to the Goods.
- 15.2 The Customer must comply with instructions by the Company relating to the Goods.
- 15.3 The Customer indemnifies and agrees to keep indemnified the Company in respect of any breach of clause 15.1 or 15.2.

## 16 PATENTS

- 16.1 No right or license is granted to the Customer under any patent copyright, registered design or other intellectual or industrial property right or interest other than the right to resell the Goods.

## 17 GOODS MADE TO THE CUSTOMER'S SPECIFICATION

- 17.1 If the Goods are manufactured to the design or specification of the Customer, the Customer warrants that the design, specification and Goods do not infringe any patent, copyright, registered design or other like protection of any other person and comply with any applicable statute, statutory instrument or regulation for the time being in force.
- 17.2 Goods manufactured to the Customer's specification cannot be returned to the Company, unless the Company determines (at its absolute discretion) that the varied Goods can be readily re-sold to another customer in their altered format.
- 17.3 The Customer indemnifies and agrees to keep indemnified the Company in respect of any breach of clause 17.1.

## 18 VARIATION WITHIN SPECIFICATION

18.1 Variation by the Company within the specification for the Goods does not constitute a breach of Contract or impose upon the Company any liability whatsoever.

## 19 PPSA

19.1 The Company is an Australian entity incorporated by the Australian Securities and Investments Commission ("ASIC"). The Customer consents to the Company creating and maintaining a registration on the Register (in any required form) (or a similar register outside of Australia (if necessary)) in relation to any security interest contemplated or created by the Contract.

19.2 The Customer agrees to sign any necessary documents and provide all reasonable assistance and information to facilitate the registration and maintenance of a security interest on the Register. The Company reserves the right to register a financial statement or financial charge statement in respect of any security interest and the Customer waives the right to receive notice of a verification statement in relation to any registration of a security interest on the Register, by way of clause 19.1 or 18.2, in respect of the Goods.

19.3 The Customer undertakes to do any and all acts that are reasonably required by the Company so as to:

- (a) allow the Company to create and maintain a perfected security interest (including a purchase money security interest) pursuant to the PPSA in respect of the Goods and its proceeds (including proceeds of sale);
- (b) allow the Company to register a financing statement or financing change statement;
- (c) ensure that the Company maintains its secured position under the PPSA;
- (d) not register a financing charge statement without the Company's prior written consent; and
- (e) not register or commit to the register of a financial statement or financing change statement in respect of the Goods, in favour of third party, without the Company's prior written consent.

19.4 The Company and Customer agree that no information (as defined in section 275(1) of the PPSA) will be provided to an interested person or person requested by an interested person. This clause may be waived by providing written notice to the Company authorising the disclosure of the above information to a specified party.

19.5 In the event that the Contract is subject to Chapter 4 of the PPSA, the Company and Customer agree that, pursuant to section 115(1) of the PPSA, the Customer waives sections 95, 96, 118, 121 (4), 125, 130, 132 (3)(d), 134, 135, 142 and 143.

19.6 Additionally, in the event that chapter 4 of the PPSA applies to the Contract, the Company and Customer agree that, pursuant to section 115(7) of the PPSA, the following provisions do not apply to the Contract: sections 127, 129(2), 129 (3), 130 (1), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137.

19.7 The Contract is a security agreement for the purposes of the PPSA. For the avoidance of any doubt, collateral, for the purposes of section 20(2) of the PPSA includes, but is not limited to, Goods (as described in the Contract) or Goods provided at any subsequent time.

19.8 The Company may apply amounts received in connection with the sale of the equipment to satisfy obligations secured by security interests contemplated or constituted by the Contract at its absolute discretion.

19.9 The Customer agrees to notify the owner in writing of any change to its details as set out in the Contract within 7 days of the date of any such change.

## 20 REPAIR

20.1 The Customer acknowledges that any Goods left with the Company for inspection or repair etc. are subject to the provisions of the *Disposal of Uncollected Goods Act 1967* (Cth) as amended, which confers on the Company right of sale in certain circumstances after a period of 6 months from the date which the goods are ready for re-delivery.

## 21 ASSIGNMENT

21.1 The Company may assign, sub-Contract or sub-let this Contract or any part thereof without seeking the consent of the Customer.

21.2 The Customer must not assign, sub-Contract or sub-let this Contract or any part thereof in any circumstances (unless the Company provides

prior written consent, such consent can be withheld at the absolute discretion of the Company).

## 22 CUSTOMER RESTRUCTURE

22.1 The Customer must notify the Company in writing of any change in its structure of management including any change in director, shareholder or management or change in partnership or trustee within 7 days of the date of any such change.

## 23 FORCE MAJEURE

23.1 The Company shall have no liability whatsoever under or in any way related to the sale and purchase of the Goods or otherwise for any failure to fulfil any obligation hereunder to the extent that such fulfilment is prevented by a Force Majeure Event circumstances beyond its reasonable control including but without limitation to industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts of terrorism, or acts of war.

23.2 Should a Force Majeure Event occur, then the Company may terminate the Contract by written notice to the Customer.

## 24 WAIVER

24.1 Any waiver by the Company must be in writing signed by the Company.

24.2 Failure by the Company to enforce any right or remedy is not a waiver of any right or remedy, or a waiver of a continuing breach.

24.3 No person acting without the express written authority of a Director of the Company is authorized to give or make on behalf of the Company any undertaking, assertion, statement or admission in respect of the Goods or their supply at variance with these Terms and Conditions.

## 25 OWNERSHIP AND CONFIDENTIALITY OF PROPRIETARY INFORMATION

25.1 The Customer acknowledges that all Proprietary Information in respect of the Goods and all right title and interest therein are the sole property of the Company and the Customer shall gain no right of title or interest in the Proprietary Information whatsoever. The Customer specifically acknowledges the Company's exclusive rights to ownership of any modification, translation or adaptation of the Proprietary Information and any other improvement or development based thereon which is developed, supplied, installed or paid for by or on behalf of the Customer or any customer of the Customer.

25.2 The Customer acknowledges that the Proprietary Information is confidential and contains trade secrets and that its disclosure will cause the Company to suffer financial loss.

25.3 The Customer shall implement all measures necessary to safeguard the Company's ownership and confidentiality of the Proprietary Information and will immediately notify the Company of any potential breach of the safeguards.

## 26 GOVERNING LAW

26.1 This Contract is governed by the laws of Victoria, Australia and any dispute between the parties in connection with the Contract is to be resolved in accordance with the laws of Victoria, Australia.

26.2 The parties irrevocably submit generally and unconditionally to the jurisdiction of the courts of Victoria, Australia in respect of claims, proceedings and matters arising out of or in connection with this Contract.

26.3 So far as it is consistent with these Terms and Conditions, the *United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980)* (sometimes known as the Vienna Convention) ("CISG") applies to any export sale.

## 27 PLACE OF AGREEMENT

27.1 The contract for the sale of the Goods arising from these Terms and Conditions is made in the State or Country where the Company issuing the invoice for the Goods is registered.

## 28 VARIATION

28.1 Any variation to these Terms and Conditions must be in writing and executed by the Company, and refer expressly to the provisions being amended.

## 29 NOTICE

29.1 Any Notice must be in writing and delivered by hand or sent by post or electronic means (i.e. email), as follows:

### Company

Postal Address: 76 Colemans Road, Carrum Downs,  
Victoria, Australia, 3201

Email: [accounts@centoroceania.com](mailto:accounts@centoroceania.com)

Attention: The Company Director

### Customer

To the address and notice details specified in the relevant Credit Application and/or Order(s).

29.2 A Notice is regarded as given by the sender and received by the addressee:

- (a) If the Notice is delivered by hand, when delivered to the addressee;
- (b) If the Notice is sent by post, on the second business day following the date of postage/when delivered to the addressee;
- (c) If sent by electronic mail, when the addressee opens the message (as reported by the sender's machine), unless the addressee informs the sender that the transmission is illegible, incomplete or corrupted by telephone or Notice within 2 hours of the transmission being received.

29.3 A Notice is delivered on receipt:

- (a) On a day which a business day or after 4:00pm (recipient's time) is regarded as received at 9:00am on the following business day; and
- (b) Before 9:00am (recipient's time) on a business day it is regarded as received at 9:00am on that day.

## 30 PRIVACY

30.1 The Company is bound by the *Privacy Amendment (Private Sector) Act 2000* (Cth) (as applicable) and will ensure that all credit and personal information obtained in connection with the Customer will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorized access, use, modification or disclosure and any other misuse. Such information may be accessed by request to the Company in accordance with the *Privacy Act 1988* (Cth).

30.2 The Company requires that the Customer comply with the National Privacy Principles in connection with any personal information supplied to it by the Company in connection with this Contract.

## 31 SEVERANCE

31.1 If any provision of this Contract are deemed to be unlawful or unenforceable, such provisions shall be severed from this Contract and all other provisions hereof shall remain in force.

## 32 GOODS AND SERVICES TAX

32.1 Unless the contrary intention appears, in this clause:

- (a) "**GST**" means a tax levied on the value of any Goods supplied by the Company or any other money payable to the Company under these terms and conditions; and
- (b) "**GST Law**" means the same as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

32.2 The Customer must pay to the Company the amount of any GST the Company pays or is liable to pay on the Goods.

32.3 The Customer must pay to the Company the amount of the GST that the Customer is liable to pay at the same time and in the same manner as the Customer is obliged to pay for the Goods at the time the Customer is obliged to pay that amount.

32.4 The Price under this Contract does not include GST on that good and the Customer must pay the amount of GST in addition to the Price under this Contract.

32.5 The Company shall provide to the Customer such particulars as are required by the GST Law in order that the Customer may obtain a credit for the amount of GST payable on the Goods.

## 33 NO PARTNERSHIP

33.1 Nothing contained in this Contract shall create a partnership between the Company and the Customer.