

1. INTERPRETATION

Agreed Amount means any amount payable or consideration to be provided under any Sales Contract; **Company** means Fusion Global Print Group Pty Ltd ABN 24 057 494 505 and its subsidiaries or Related Bodies Corporate; **Client** means a person, a business, a company or a party to any contractual arrangement with the Company, subject to these Terms and Conditions; **Deliver or Delivery** means collection of the Goods from the Company's premises by or on behalf of the Client; **Direct Costs** means those costs directly incurred by the Company including those incurred by the Company in the performance of the Sales Contract by the Company including but not limited to – (a) costs, fees and expenses payable to suppliers or other third parties; (b) import duty; (c) the cost of employees; (d) freight costs; and (e) transport costs, but does not include Indirect Costs; **Ex Works** means that the Company's only obligation is to make the Goods available for collection to the Client at the Company's usual point of collection for such Goods; **Extra** means additional charges for Goods or Services not specified in an Order, including without limitation charges which apply to subsequent proofs, any preliminary work, samples, any alterations on or after the first proof, abnormal packaging, instalment or split delivery, abnormal delivery or any pick-up or for any costs associated with interrupting or re-scheduling any production run; **Force Majeure** means anything beyond the reasonable control of the Company and includes but is not limited to any strike or lock-out; **Goods** means goods offered by the Company to the Client; **GST** has any meaning used in the GST Law; **GST Law** means A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time) or any replacement or other relevant legislation and regulations; **Indirect Costs** means those costs incurred by the Company which are not directly attributable to the specific performance of the Sales Contract by the Company including but not limited to – (a) the cost of administrative and financial staff; (b) the cost of vehicles; (c) the cost of maintaining buildings (including plant and equipment); (d) the cost of telephones and facsimile machines; (e) the cost of computer and software; (f) the cost of insurance; and (g) the costs incurred by the Company for its ongoing operational expenses; **Insolvency Event** means (a) a liquidator and manager, trustee, administrator, other controller (as defined in the Corporations Act 2001 (Cth)) or similar official is appointed over any of the assets or undertaking of the Client; (b) the Client suspends payment of its debts generally; (c) the Client is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts or is presumed to be insolvent within the meaning of the Corporations Act; (d) the Client enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; (e) a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator to the Client; or (f) an application or Court order is made for the winding up or dissolution of the Client, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the party, otherwise for the purpose of an amalgamation or reconstruction; **IPR** means all intellectual property rights, including, without limitation, all patents, copyrights, trade and service marks, designs, circuit layouts, trade secrets and confidential information whether registered or not and any rights relating to any of them; **Order** means an order placed with the Company by the Client, whether verbal or in writing; **Price** means any price charged by the Company on one proof only; **Related Body Corporate** has the meaning given to it in Section 50 of the Corporations Act 2001 (Cth); **Sales Contract** means a contract made between the Company and the Client for the supply of Goods or Services (whether verbal, written or implied and whether by way of acceptance of an Order or otherwise); **Services** means services offered by the Company to the Client; and **Terms and Conditions** means these terms and conditions.

2. GENERAL

2.1 These Terms and Conditions are deemed to be incorporated into all Sales Contracts and supersede all terms and conditions previously issued by the Company. All Sales Contracts incorporate these Terms and Conditions unless their exclusion is agreed to in writing by the Company. Where there is an inconsistency between these Terms and Conditions and a Client's Order, these Terms and Conditions shall prevail.
 2.2 A reference to any legislation or legislative provision in these Terms and Conditions includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under that legislation or legislative provision. Any variation or cancellation of these Terms and Conditions, any Sales Contracts, Orders or other dealings between the Company and the Client must be first approved in writing by the Company.

3. TERMS OF PAYMENT

3.1 The terms of payment are to be by cash, cheque, bank cheque, cleared funds or electronic funds transfer with deduction, within 30 days from date of invoice unless otherwise expressly agreed in writing by the Company.
 3.2 Unless otherwise agreed in writing, a deposit of 33% of the Agreed Amount plus GST is payable with an Order, 33% of the Agreed Amount plus GST on approval of proofs (and before printing commences) and 34% of the Agreed Amount plus GST immediately on Delivery.
 3.3 The Company reserves the right at any time between the time of the quotation and/or Order and the date of Delivery of the Goods or provision of the Services to make reasonable adjustments to prices and quotations if increases in the cost to the Company of labour, materials, goods or transport have occurred since the placing of the Order.
 3.4 Interest will be charged to the Client on overdue accounts at the penalty interest rate prescribed under the Penalty Interest Rates Act 1983 (Vic), plus an additional 2%, such interest to be capitalised annually.
 3.5 The Client will pay an administration fee of 2% (calculated on the amount paid or payable) on any payment made other than as provided in clauses 3.1 and 3.2 hereof, which fee is agreed as the liquidated cost of processing abnormal payments.
 3.6 If the Company grants a credit facility or nominates a credit limit to the Client, this is an indication of the Company's intention at that time. The Company reserves the right to vary or withdraw any credit facility at any time without the consent of the Client and without liability to the Client or any third party.
 3.7 In the event of a cancellation by the Client of a Sales Contract, the Client agrees to pay a sum to the Company by way of liquidated damages and not by way of penalty, calculated as a genuine pre-estimate of the likely loss resulting from the cancellation of the Sales Contract by the Client, on the following basis: (a) Direct costs paid out and committed to payment by the Company at the date of cancellation of the Sales Contract, plus GST if applicable; PLUS (b) One hundred per cent (100%) of the total net profit that the Company would have earned on the Sales Contract (calculated solely by deducting Direct Costs from the Agreed Amount) had the Client not cancelled the Sales Contract, plus GST if applicable.
 For the avoidance of doubt, the relevant date of cancellation will be calculated by reference to the date from which the Company receives notice in writing from the Client of the cancellation of the Sales Contract. The Company hereby reserves its right to draw without notice to the Client on any and all payments made by the Client to the Company by way of set-off for any liquidated damages payable or claimed hereunder without derogation from the right or entitlement of the Company to claim any amounts in excess.

4. GST

If GST becomes payable by the Company on any supply ("Supply") of Goods or Services under or in connection with any Sales Contract:
 (a) the Agreed Amount is payable of GST;
 (b) an additional amount will be exclusive by the Client for that Supply equal to the amount of GST payable on that Supply as calculated by the Company in accordance with the GST Law and payable at the same time and in the same manner as for the Agreed Amount; and
 (c) the Company will provide a tax invoice to the Client in respect of that Supply, no later than the time at which the Agreed Amount for that Supply is to be provided under the Sales Contract.

5. TITLE AND RISK

5.1 The Company and the Client agree that:
 (a) the property of the Client in the Goods remains with the Company until the Company has been paid in full for all Goods and Services under all individual Sales Contracts and in all cases the risk in the Goods shall pass to the Client upon Delivery;
 (b) the Client is a bailee of the Goods and owes the Company the duties and liabilities of a bailee until such time as property in them passes to the Client and that this bailment continues in relation to each of the Goods until the Company has been paid in full for all Goods and Services under all Sales Contracts;
 (c) Pending payment in full for the Goods:
 (i) the Client must not supply any of the Goods or deliver any document of title to the Goods to any person outside of the Client's ordinary or usual course of business;
 (ii) the Client must not allow any person to have or acquire any security interest in the Goods;
 (iii) the Client must insure the Goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Client carries on business;
 (iv) the Client must not remove, deface or obliterate any identifying plate, mark or number on any of the Goods;
 (v) in the event that the Client uses the Goods in some manufacturing or construction process of its own or some third party, then the Client shall hold such part of the proceeds of such manufacturing or construction process as relates to the Goods in trust for the Company. Such part shall be deemed to equal in dollar terms the amount owing by the Client to the Company at the time of the receipt of such proceeds;
 (vi) the Client has no right or claim to any interest in the Goods to secure any liquidated or unliquidated debt or obligation the Company owes to the Client; and
 (vii) the Client cannot claim any lien over the Goods;
 (d) Despite this clause 5.1, if the Client supplies any of the Goods to any person before all moneys payable by the Client have been paid to the Company (and have not been claimed or clawed-back by any person standing in the place of or representing the Client), the Client agrees that:
 (i) it holds the proceeds of re-supply of the Goods on trust for and as agent for the Company immediately when they are received; and
 (ii) it must either pay the amount of the proceeds of re-supply to the Company immediately when they are

received or pay those proceeds into an account with a bank or a financial institution or deposit-taking institution for the Client;
 (e) If the Client fails to pay for the Goods within the period of credit (if any) extended by the Company to the Client, the Company may recover possession of the Goods at any site owned, possessed or controlled by the Client or a Related Entity, and the Client agrees that the Company has an irrevocable license to do so without incurring liability to the Client or any person claiming through the Client.

6. LIMITATION OF LIABILITY

6.1 Subject to this clause 6, the Company shall not be liable to the Client or the Client's servants, agents or representatives for any direct, indirect, incidental or consequential loss or damage of any nature however caused (whether based on tort including negligence, contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour cost, overhead expenses, damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance of the Sales Contract and in no event shall any claim be recognised unless the claim is in writing and received by the Company within fourteen (14) days of the date of Delivery.
 6.2 If the Goods or Services are supplied to the Client as a "consumer" of goods or services within the meaning of that term in the Trade Practices Act 1974 as amended or similar state legislation, the Client will have the benefit of certain non-excludable rights and remedies in respect of the Goods or Services and nothing in these Terms and Conditions excludes or restricts or modifies any condition, warranty, right or remedy which pursuant to the Trade Practices Act 1974 or similar legislation is so conferred. However, if the Goods or Services are goods or services not ordinarily acquired for personal, domestic or household use or consumption pursuant to section 68A of the Trade Practices Act 1974 and similar provisions of relevant state legislation, the Company limits its liability to –

- (a) in the case of Goods the replacement of the Goods or the supply of equivalent Goods or the repair of the Goods; and
 - (b) in the case of Services the supplying of the Services again or the payment of the cost of having the Services supplied again.
- 6.3 Subject to clauses 6.1 and 6.2:
 (a) the Company will not be liable in relation to any Goods or Services:
 (i) made or performed to designs, drawings, specifications and/or procedures with materials which are provided or approved by or on behalf of the Client; or
 (ii) utilised, stored, handled or maintained incorrectly or inappropriately;
 (b) the Client agrees:
 (i) to check all Goods and Services for compliance with all applicable standards and regulatory bodies before use, on-sale or application and to use, on-sell or apply the same in compliance therewith; and
 (ii) to comply with all manufacturer's and Company recommendations and directions and good commercial practice.
 6.4 The Client will not be liable for any delay in supply or availability of any products or materials and may allocate available products and material for the provision of Goods or Services as between Clients at its absolute discretion.

7. IMPLIED TERMS

7.1 All warranties and conditions expressed or implied by statute, common law, equity, trade, custom or usage or otherwise however are to the extent permitted by law expressly excluded from the Sales Contract. The Client acknowledges that neither the Company nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in the Sales Contract whether as to the fitness of the Goods or Services for any particular purpose or any other matter.
 7.2 The Client acknowledges that without relying upon the skill or judgement of the Company or any person purporting to act on its behalf, the Client has determined that Goods and Services conforming to the description in the Sales Contract will be fit for its purposes. Any description of the Goods or Services used in the Sales Contract is for identification only and shall not constitute a contract of sale by description. The provisions of this clause 7 shall not apply insofar as their application is prevented by the Trade Practices Act 1974 as amended or any other State or Australian Territory law.

EXCLUSIONS

8.1 No contract between the Company and the Client shall be or is deemed to be a sale by sample.
 8.2 If the Company publishes material concerning prices, anything so published which contradicts these Terms and Conditions is excluded.
 8.3 The Client will rely at all times on its own knowledge and expertise in selecting any or all of the Goods or Services for any product or services for any purpose.
 8.4 Any advice or assistance given for or on behalf of the Client shall be accepted at the Client's own risk and shall not be deemed to be given as expert or as professional advice nor will it be deemed to have been relied upon by the Client.

9. PLACEMENT OF ORDERS

9.1 If any dispute arises over any proof, dummy, dyeline or sample ("Proof") or Sales Contract or Order (including any question of identity, authority or any telephone, facsimile, computer or e-mail Order or approval) it is agreed between the Company and the Client that the internal records of the Company will be conclusive evidence of what was ordered or approved.
 9.2 Each Order placed shall be and is deemed to be a representation made by the Client at that time that it is solvent and has the present and future ability to pay all of its debts as and when they fall due.
 9.3 Failure to pay in accordance with these Terms and Conditions shall be and is deemed to be conclusive evidence that the Client had no reasonable grounds for making the representation referred to in this clause 9 and that the representation was unconscionable, misleading and deceptive.
 9.4 With each Order placed, the Client shall inform the Company of any material facts which would or might reasonably affect any decision to accept the Order and/or grant credit in relation to it. Failure to do so shall create and is deemed to create an inequality of bargaining position, shall be and is deemed to be taking an unfair advantage of Company and to be unconscionable, misleading and deceptive and shall entitle the Company to cancel the Order, without liability to the Client or any other third party.

10. PRICES

10.1 Unless otherwise specified by the Company in writing in a quotation, the price for Goods supplied and Services provided shall be the Company's current price for such Goods or Services at the time of Delivery of Goods or provision of Services.
 10.2 All prices and quotations are given Ex Works the Company and are exclusive of any tax, impost, duty or other levies.
 10.3 The costs of freight of Goods shall in all circumstances remain the exclusive responsibility of the Client.
 10.4 Any verbal quotations given by the Company are subject to written confirmation.
 10.5 In the event of fluctuations or changes in taxes, duties or exchange rates the Company reserves the right at any time between the time of quotation and/or Order and the date of Delivery and/or invoicing of the Goods or provision of Services to increase its selling price for such Goods and Services.

11. DELIVERY

The Client acknowledges and agrees that:
 11.1 Unless otherwise agreed in writing by the Company, when an Order has been completed the Client shall collect the Goods relating to the Order at its own expense from the Company's premises or other location nominated by the Company. Where the Company agrees to arrange delivery of Goods to a location nominated by the Client, unless otherwise agreed in writing, the Company shall do so as agent for and on behalf of the Client using a carrier nominated by the Company in its sole discretion, such that risk in the Goods passes to the Client when the Goods are handed to the carrier, or (where the Company uses its own vehicle) when the Goods are loaded onto the Company's vehicle;
 11.2 The Company reserves the right to charge for any delivery of Goods to a location nominated by the Client as an Extra;
 11.3 The Client shall be deemed to have accepted Delivery and liability for the Goods immediately upon the first to occur of the following –
 (a) the Company notifies the Client that any Goods are ready for collection;
 (b) the Client collects the Goods from the Company's premises or other location nominated by the Company;
 (c) the Goods are handed to a carrier;
 (d) the Goods are loaded onto the Company's vehicle for delivery of the Goods to a location nominated by the Client; or
 (e) the Goods are delivered to a location nominated by the Client whether attended or not.
 11.4 A certificate purporting to be signed by an officer of the Company confirming Delivery shall be conclusive evidence of Delivery as shall any signed delivery docket;
 11.5 The Company will not be liable for delay, failure or inability to –
 (a) Deliver any Goods; or
 (b) provide any Services;
 11.6 The Client shall not be relieved of any obligation to accept or pay for the Goods or Services by reason of any delay in Delivery, dispatch, provision or performance;
 11.7 Once the Client is notified that the Goods are ready for Delivery, the Client agrees to pay all costs of the Company in holding the Goods;
 11.8 The Client agrees to pay all costs and expenses arising from delays in Delivery;
 11.9 The Company may unilaterally delay, cancel or suspend any Delivery or the provision of any Services for any period or cancel any Sales Contract without liability to the Client or any third party;
 11.10 If a Delivery or provision time is specified in writing by the Company it will endeavour to Deliver the Goods or provide the Services within the time so specified, but in no circumstances will the Company be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any failure to Deliver the Goods or provide the Services within the specified time as such times are estimates based on present production commitments, availability of materials, labour, transport and other contingencies;

11.11 The Company reserves the right to Deliver Goods and provide Services by way of instalments and each instalment shall be deemed to be sold under a separate Sales Contract. Failure to Deliver or provide any instalment shall not entitle the Client to rescind or repudiate the Sales Contract; and
 11.12 The Client shall bear the full cost and risk involved in bringing the Goods from the Company's premises or other location nominated by the Company to the Client's desired destination.

12. PACKAGING

All prices quoted include standard packaging. Any special packaging shall be charged to the Client as an Extra.

13. CLIENT DEFAULT

If the Client defaults in any payment or becomes subject to an Insolvency Event then all moneys owing by the Client to the Company shall, notwithstanding that any prior agreed time for payment has not elapsed, become due and payable immediately and the Company may at its option withhold Deliveries or the provision of Services or cancel any Sales Contract with the Client for the supply of Goods or Services without liability to the Client or any third party and without prejudice to the Company's rights hereunder.

14. CLIENT PRINTING

In respect of all printing the Client acknowledges and agrees:
 14.1 Proofs
 If a Proof is approved by anyone with ostensible authority to represent the Client (including any agent/broker),

or any on press ("On Press") work is so approved, the Client will not be entitled to complain that it is dissatisfied with prints made using the Proof or On Press work. Once a Proof is returned to the Company without comment, it will be deemed approved;

14.2 Changes

Changes to Proofs or any printing will be charged as an Extra (whether this was left to the discretion of the Company or otherwise);
 14.3 Expedited Delivery

14.3.1 For urgent jobs, the Company will use all reasonable endeavours but will not be liable to anyone for any delays or defects which result from the urgency;
 14.3.2 The Client will pay for overtime or other additional costs arising by reason of the urgency of a job as an Extra;

14.4 Quantities

The Client will use all reasonable endeavours to provide the quantities ordered, but a variation of up to 10% will be deemed to be acceptable as between the parties without breach of these Terms and Conditions (with the price adjusted accordingly). Without in any way derogating from the above, the Company shall not be liable in any way for the failure to Deliver the exact number of Goods invoiced unless a written claim for any short delivery is received by the Company within seven (7) days from the date of initial Delivery;

14.5 Colour

The Client acknowledges that due to the nature of the printing process, there may be minor colour variations throughout the printing of any given job. The Client agrees that it will not have a claim against the Company for such minor colour variations;

14.6 Client Legislation

The Company will not be responsible for compliance with any legislation relating to marking, labelling, packaging, any Australian or other Standards or otherwise unless specifically directed by the Client in writing at the time of placing an Order;

14.7 Standing Material

All material employed by the Company in the production of any printing, products, Goods or Services remains the property of the Company;

14.8 Intellectual Property Rights ("IPR")

The Client warrants that:
 14.8.1 It has the authority to use all of the IPR which the Company is asked to incorporate in or with any Goods or Services for the Client;
 14.8.2 It is a licensed user of all computer software or source code used in any material the Company is asked to use, peruse or incorporate in any works undertaken for or on behalf of any Client;
 14.8.3 The Company will not breach any IPR or other rights whether relating to any such computer software or source code, IPR or otherwise in the performance of the Company's obligations under the Sales Contract;
 14.8.4 The Client agrees that once the Client has performed any work on or added to any material provided by or on behalf of the Client or created anything for the Client, the copyright or other IPR in the material that thing will pass to, vest in or repose with Company until payment in full of all moneys owed to the Company under all Sales Contracts unless otherwise expressly agreed in writing. The Client agrees not to use any material in which the Client has IPR for any purpose whatsoever unless otherwise expressly agreed in writing;
 14.8.5 The Client's purchase of Goods or Services shall not confer on the Client any licence or rights to use any IPR of the Company; and
 14.8.6 The Client warrants that the Order including any designs, specifications or instructions furnished to and used by the Company shall not cause the Company to infringe the IPR of a third party. The Client hereby indemnifies and forever holds the Company harmless against any actual or alleged infringement or unauthorised use of any such IPR.

15. CUSTOMER PROPERTY

15.1 Any property supplied by or on behalf of the Client (including any manuscripts, samples, artwork, transparencies, digital or electronic images, film, plates, computer disc or recording, drawings, sketches, photographs or negatives, design, dummies, typesetting) ("Property") will be at the Client's risk at all times.
 15.2 Where the Client is to supply any Property it shall be of proper quality and in adequate quantities to cover spoilage and all applicable processes.
 15.3 A charge will be made for any counting or checking of Property requested by the Client.
 15.4 Title to such Property shall pass to the Company at the completion of any process using same, unless otherwise agreed in advance in writing.
 15.5 The Company accepts no responsibility for imperfect work caused by defects or unsuitability of any such Property.
 15.6 A charge may be made by the Company for handling or storing any such Property until title passes.
 15.7 Plates: All blocks and plates are accepted at the risk of the Client and the Company will not be responsible for any damage thereto or for the quality of work produced when using them. Any repairs or loss of time connected with anchored blocks and soldered or patched plates provided, shall be paid for as an Extra.
 15.8 Any change or correction to anything supplied by the Client, to ensure properly finished work shall be paid for as an Extra and be at the risk of the Client.

16. RECOVERY COSTS AND LIEN

The Client indemnifies the Company for all costs and expenses incurred by the Company or its solicitors, legal advisers, mercantile agents and other parties acting on the Company's behalf for anything done or planned against the Client, whether for the collection of outstanding debt, possession of any products or otherwise. In addition to any lien to which the Company may by statute or otherwise be entitled, the Company shall, in the event of the Client failing to pay any outstanding account owed by the Client to the Company or the Client entering into any scheme or arrangement with creditors or going into receivership or liquidation (save for the purpose of reconstruction) be entitled to a general lien on all property or Goods belonging to the Client in the Company's possession (although such Goods or some of them have been paid for) for the unpaid amount of any other Goods sold and Delivered or Services provided to the Client under this Sales Contract or any other contract.

17. INDEMNITY

The Client indemnifies the Company against any claim, loss, damage or liability:
 (a) arising as a result of a breach of any law by the Company, including a breach of the Trade Practices Act 1974 or any other State or Federal legislation;
 (b) arising as a result of any breach of these Terms and Conditions; and
 (c) for defamation or libel arising from anything printed for the Client by (or on behalf of) the Company.

18. SECURITY FOR PAYMENT

The Client agrees on request to provide a Guarantee Indemnity and Charge as set out below by way of security for payment to the Company if so directed by the Company.

19. PRE-PRESS

All pre-press material to be provided or procured by the Client must be delivered to the Company in sufficient time and in a suitable form so the Company can proceed with printing in a timely manner without interrupting or having to re-schedule any production run.

20. BINDING

To the fullest extent permissible at law, no warranty or representation is given as to the suitability or durability of any materials used, including any binding which will vary depending on the materials chosen and application.

21. PRINTING CONTRACTS

Unless otherwise agreed in writing, a Sales Contract for the printing of regular publications may only be determined if written notice in advance is given to the Company:
 (a) for monthly publications, not less than three (3) calendar months; and
 (b) for weekly publications, not less than one (1) calendar month;

22. THIRD PARTIES AND AGENTS/BROKERS

22.1 If any part of any works require services or material from third parties, the Company reserves the right and is hereby authorised to engage such third parties as agent for the Client. The Company will not be liable for any delay or default by or any loss or damage caused by any such third parties.
 22.2 Where the Client acts as agent for any principal, whether that agency is disclosed or undisclosed, the Client will be deemed for the purposes of the Sales Contract to have entered into the Sales Contract in its own right and not on behalf of any principal unless there is an express signed agreement between the parties in writing that the Client has entered into the Sales Contract as an agent.

23. NOTICE

23.1 The Client agrees that it will be deemed to have notice of any change to these Terms and Conditions upon publication by the Company on its website at www.fusionpmg.com or such other website as the Company notifies to the Supplier from time to time, whether or not the Client has actual or constructive notice.

23.2 The Client shall be bound by any terms and conditions of sale published by the Company on its website at www.fusionpmg.com or such other website as the Company notifies to the Supplier from time to time, immediately they are so published, notwithstanding these Terms and Conditions or any other purported, pre-existing or other terms and conditions.

24. CUSTOMER RESTRUCTURE

The Client will notify the Company in writing of any change in its structure or management including any change in director, shareholder or management or change in partner franchisee role or trustee and of the sale of any part of its business within seven (7) days thereof.

25. SUB-CONTRACTING

The Company reserves the right to sub-contract the manufacture, supply or provision of any part of the Goods or Services to a third party.

26. FORCE MAJEURE

The Client will not be in default under these Terms and Conditions or in breach of any contract with the Client as a result of Force Majeure.

27. WAIVER

If the Company elects not to exercise any of its rights arising as a result of any breach of these Terms and Conditions, this shall not constitute a waiver of any other rights of the Company relating to that breach or any subsequent or other breach.

28. GOVERNING LAW

These Terms and Conditions of sale including the Sales Contract shall in all respects be governed by and construed in accordance with the laws of the State of Victoria, Australia and the Company and the Client hereby submit to the exclusive jurisdiction of the courts of the State of Victoria, Australia and none other. The United Nations Convention on Contracts for the International Sale of Goods, adopted at Vienna, Austria on 10 April 1980 (Vienna Convention) shall not be applicable to these Terms and Conditions or the Sales Contracts in any circumstances.