Rydges Wholesale Foods Pty Ltd - Terms & Conditions of Trade

Definitions
"Seller" means Australian Master, its successors and assigns or any person acting on behalf of and with the authority of Australian 1. 1.1

Master. "Customer" means the person/s or any person acting on behalf of 8. and with the authority of the Customer requesting the Seller to 8.1 provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and: if there is more than one Customer, is a reference to each 8.2 1.2

Customer jointly and severally; and if the Customer jointly and severally; and if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and includes the Customer's executors, administrators, successors and nemitted assigns. (b)

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permitted assigns. Goods or Services supplied by the Seller to the Customer at the Customer's request from time to time (where the 6.3 context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other. 1.3

context so permits the terms 'Goods' or 'Services' shall be interchangaeble for the other).
"Confidential Information' means information of a confidential nature whether oral, written or in electronic form including, but not limited 8.4 to, this contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, Customer information (including but not limited to, Personal Information' such as: name, address, D.O.B., occupation, driver's license details, electronic contact (remal, 9. Facebook or Tutter details), medical insurance details or next of kin 9.1 and other contact information (where applicable), previous credit applications, credit history) and princing details.
"Cookies' means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including personal information) specific to particular Customer and website, are considered to the contract of the

website.

"Price" means the Price payable (plus any GST where applicable) 9.3 or the Goods as agreed between the Seller and the Customer in accordance with clause 6 below.

T" means Goods and Services Tax as defined within the "A Tax System (Goods and Services Tax) Act 1999" (Cth).

Acceptance
The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and (a) conditions if the Customer places an order for or accepts delivery of

The Customer activities and conditions may only be amended with the consent 10.2 of both parts in writing, and shall prevail to the extent of 10.2 of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Customer and the Seller. The Customer and the Seller. The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a credit (al application with the Seller and it has been approved with a credit limit established for the account exceeds the Customers credit limit and/or the account exceeds the payment terms, the Seller reserves the right to refuse delivery.

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customers cerui minim and/or the account exceeds the payment terms, the Seller reserves the right to refuse delivery. Electronic signatures shall be deemed to be accepted by either (c) party providing that the parties have complied with Section 14 of the Electronic Transactions, (Queensland). Act 2001 or any other

tronic Transactions (Queensland) Act 2001 or any other icable provisions of that Act or any Regulations referred to in 3. 3.1

that Act.

Out of Stock/Substitution
The Seller will use all reasonable endeavours to ensure that all (d)
Goods ordered by the Customer is supplied to the Customer. If the
Goods ordered are not available in stock, the Seller shall work with
the Customer on a case by case basis where options may include
back order of Goods or amendment to the order.

Errors and Omissions

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Error and Omissions

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with this clause.

Price and Payment
At the Seller's sole discretion, the Price shall be either:

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"Indicated on any invoice provided by the Seller to the Customer; (a) 11.3

(c)

as indicated on any invoice provided by the Seller to the Customer; (a) or the Price as at the date of delivery of the Goods according to the Seller's current price list, or the Seller's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Seller reserves the right to change the Price if a variation to the Seller's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, increases in the cost of Goods and labour, etc.) will (b) be charged for on the basis of the Seller's quotation, and will be detailed in writing, and shown as variations on the Seller's invoice. The Customer shall be required to respond to any variation submitted by the Seller within ten (10) working days. Failure to do (c) so will entitle the Seller to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their (d) completion.

completion.
Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by the Seller,

Company of the Customer on the Customers of th (d)

the date specified on any invoice or other form as being the date for 11.5 payment; or failing any notice to the contrary, the date which is seven (7) days 11.6 following the date of any invoice given to the Customer by the

Jailing any notice to the contrary, the date which is seven if your following the date of any invoice given to the Customer by the following the date of any invoice given to the Customer by the Payment may be made by cash, cheque, bank cheque, electronicion-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the 11.8 Customer and the Seller. The Customer shall not be entitled to set off against, or deduct from 11.9 the Price, any sums owed or claimed to be owed to the Customer by the Seller not by without payment of any invoice because part of that invoice is in dispute. Unless otherwise stated the Price does not include GST. In addition 12, to the Price, the Customer must pay to the Seller an amount equal 12.1 to the Price, the Customer must pay to the Seller an amount equal 12.1 uniess otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller under this or any other contract for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

Delivery of Goods
Delivery ('Delivery') of the Goods is taken to nocur at the time that

Delivery of Goods
Delivery (10 Elivery) of the Goods is taken to occur at the time that:
the Customer or the Customer's nominated carrier takes
possession of the Goods at the Seller's address; or
the Seller (or the Seller's nominated carrier) delivers the Goods to
the Customer's nominated address even if the Customer is not
present at the address.

Belivery of the Goods to a third natry nominated by the Customer is (b)

present at the address.

Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this 13.

deemed to be delivery to the Customer for the purpuses or una to-contract.

The Customer shall take delivery of the Goods tendered 13.1 notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that; such discrepancy in quantity shall not exceed five percent (5%), and the Price shall be adjusted pro rata to the discrepancy. At the Seller's sole discretion, the cost of delivery is either included in the Price or is in addition to the Price. Any time specified by the Seller for delivery of the Goods is an 13.2 estimate only. The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. The Seller will not be liable for any loss or damage incurred by the

Customer as a result of delivery being late. In the event that the Customer is unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery 13.3 and/or storage.

Risk
Risk of damage to or loss of the Goods passes to the Customer on
Delivery and the Customer must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The 13.5 production of these terms and conditions by the Seller is sufficient evidence of the Seller's significant or the receive the insurance proceeds without the need for any person dealing with the Seller to make 13.6 further enquiries.

further enquiries.

If the Customer requests the Seller to leave Goods outside the Seller's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the

unationed occarion, men such coops shall be left at the Customer's old risk-ledges that it is the Customer's responsibility! The Customer acknowledges that it is the Customer's responsibility! to check quantifies, before finalising an order with the Seller. The Seller shall not be liable for any incorrect quantities ordered by the (b) Customer and such incorrect quantifies shall be at the Customer's customer and such incorrect quantifies shall be at the Customer's

cown cost.

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Compliance of Law

The Seller warrants that Goods processed on its registered premises, and supplied to all Customers, shall meet all safety (a) regulations and standards as defined by the Hazard Analysis and (b) Critical Control Pontis (HACCP), Food Safety Programme, and is (c) eminently suitable for public consumption and thereby compliant with the Australia New Zealand Food Standards Cost management (a) Any alleged claims of contamination, accidental inclusion or food (d) Any alleged claims of contamination, accidental inclusion or food (d) Any alleged claims of contamination, accidental inclusion or food (d) right to inspect any items attributed to the Seller's management in 13.9 right to inspect any items attributed to the claim and have the items tested by an independent laboratory before any nublic claims (a) (c) 13.8

tested by an independent laboratory before any public claims, (a) statements or dissemination of information in any format including (b) social media.

The Seller has product safety and product recall procedures in (c) place which will conform to the requirements of all laws and the recommendations of the Australian and New Zealand Food Authority.

Authority. Title The Selle Seller and the Customer agree that ownership of the Goods (e) shall not pass until: the Customer has paid the Seller all amounts owing to the Seller;

and
the Customer has met all of its other obligations to the Seller.
Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
It is further agreed that, until ownership of the Goods passes to the 14.1
Customer in accordance with clause 10.1:

The Customer is only a ballee of the Goods and must return the Customer is only a ballee of the Goods and must return the Che Customer holds the Benefit of the Customer's insurance of the Goods on I rust for the Seller and must pay to the Seller the 14.2 proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.

proceeds of any insurance in une considerable damaged or destroyed:
the Customer must not sell, dispose, or otherwise part with
possession of the Goods other than in the ordinary course of 15.

possession of the Goods other than in the ordinary course of 15. business and for market value. If the Customer sells, disposes or 15.1 parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for the Seller and must pay or deliver the proceeds to the Seller on demand; the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the 15.2 Customer holds the resulting product on trust for the benefit of the Seller and must sell, dispose of or return the resulting product to the Seller as it so directs;

Seller as it so directs;

the Customer irrevocably authorises the Seller to enter any premises where the Seller believes the Goods are kept and recover possession of the Goods;
the Seller may recover possession of any Goods in transit whether or not delivery has occurred;
the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Seller;
the Seller may commence proceedings to recover the Price of the Goods sold individualization grant that ownership of the Goods has not 15.4 passed to the Customer.

Goods Sold Howardsman and Continuous and Sold Howard Passed to the Customer. Personal Property Securities Act 2009 ("PPSA") In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to they the PSA. Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and the properties of the person of the per

Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the (b) PPSA and creates a security interest in all Goods and/or culateral (account) – being a monetary obligation of the Customer to the (c) Seller for Services – that have previously been supplied and that will be supplied in the future by the Seller to the Customer. The Customer undertakes to:

(d) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to:

(i) register a financing statement or financing change statement in 16: relation to a security interest on the Personal Property Securities Register;

(i) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 11.3(a)(i) or

(iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii); or correct a defect in a statement referred to in clause 11.3(a)(ii); indemnify, and upon demand reimburse, the Seller for all expenses 16.2 incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby; not register a financing change statement in respect of a security interest without the prior written consent of the Seller; not register, or permit to be registered, a financing statement or a 16.3 financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Seller; immediately advise the Seller of any material change in its business 16.4

consent of the Seller, immediately advise the Seller of any material change in its business 16.4 practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales. The Seller and the Customer agree that sections 96, 115 and 125 of the PFSA do not apply to the security agreement created by these 17. Items and conditions.

terms and conditions.

The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

Unless otherwise agreed to in writing by the Seller, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.

waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Customer must unconditionally ratify any actions taken by the Seller under clauses 11.3 to 11.5. Subject to any express provisions to the contrary (including those (a) contained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of any of the (b) provisions of the PPSA. Security and Charge In consideration of the Seller agreeing to supply the Goods, the 18.1 Customer charges all of its rights, title and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Customer either now or in the future, be secure the performance by the Customer of its obligations under the performance of the customer of its obligations under the performance of the customer of its obligations under the performance of the customer of its obligations under the performance of the customer of many land, really any one of the customer of the customer of the Customer of the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this clause.

Sellet Susts and usburisements including ages and own client basis incurred in exercising the Seller's rights under this clause.

The Customer irrevocably appoints the Seller and each director of the Seller as the Customer's true and lawful attorney's to perform all

ras the Customer's true and lawful attorney's to perform y acts to give effect to the provisions of this clause but not limited to, signing any document on

Including, but not mitted to, signing any occurrent on the Customer Subhali.

Defects, Warranties and Returns, Competition and Consumer The Customer must inspect the Goods on delivery and must within forty-eight (48) hours of delivery notify the Seller in writing of any 18.2 evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as resonably possible after any such defect becomes evident. Upon such notification the Customer must allow the Seller to inspect the Goods.

Under applicable State, Territory and Commonwealth Low (including, without limitation the CCA), certain statutory implied (a) guarantees and warranties (including, without limitation the CSA) certain statutory implied (a) guarantees and warranties (including, without limitation the statutory (b)

guarantees under the CCA) may be implied into these terms and (c) conditions (Non-Excluded Guarantees). The Seller acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Seller makes no respect of the MOH_ACOURT database, the scale makes in warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Selfer's liability in respect of these warranties is limited 18.3 to the fullest extent permitted by law. If the Customer is a consumer within the meaning of the CCA, the Selfer's liability is limited to the extent permitted by section 64A of

Schedule 2.

If the Seller is required to replace the Goods under this clause of the CCA, but is unable to do so, the Seller may refund any money

The LLA Dut is unable to do so, the Seller may refund any money the Customer has paid for the Goods. If the Customer is not a consumer within the meaning of the CCA, the Seller's liability for any defect or damage in the Goods is: minited to the value of any express warranty or warranty card (a) provided to the Customer by the Seller at the Seller's sole (b) discretion;

discretion; limited to any warranty to which the Seller is entitled, if the Seller did not manufacture the Goods; otherwise negated absolutely. Subject to this clause 13, returns will only be accepted provided

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Seller snall flux be neuter for any any accused or partly caused by any caused by a raise as a result of:
the Customer railing to properly maintain or store any Goods;
(d)
the Customer using the Goods for any purpose other than that for
which they were designed;

18.7 18.7

which they were designed:

18. The Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably (a) prudent operator or user.

(b) the Customer failing to follow any instructions or guidelines provided by the Seller; fair wear and lear, any accident, or act of God.

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payaure II:
any money payable to the Seller becomes overdue, or in the (b)
Seller's opinion the Customer will be unable to make a payment
when it falls due;

when it falls due;
the Customer has exceeded any applicable credit limit provided by
the Seller;
the Customer becomes insolvent, convenes a meeting with its
creditors or proposes or enters into an arrangement with creditors,
or makes an assignment for the benefit of its creditors; or
a receiver, manager, liquidator (provisional or otherwise) or similar 19.2
person is appointed in respect of the Customer or any asset of the
Customer.

Cancellation

20.

Customer.

Cancellation

Without prejudice to any other remedies the Seller may have, if at 20.

Without prejudice to any other remedies the Seller may have, if at 20.

Without prejudice to any other remedies the Seller may superior to the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the supply of Goods to the Customer. The Seller will not be liable to the Customer for any loss of or damage the Customer soffers because the Seller has exercised (b).

The Seller may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Seller shall repay to the Customer with or any loss or damage whitsoever arising from such cancellation. In the event that the Customer cancels delivery of Goods the (Customer that the Customer cancels delivery of Goods the Customer will be liable for any and all loss incurred (whether direct or indirect) by the Seller as a direct result of the cancellation (including, but onlimited to, any loss of profils).

The Customer's hall be liable for any and all loss incurred (whether direct or indirect) by the Seller as a direct result of the cancellation. Seller as a direct result of the cancellation or indirect on the seller as a direct result of the cancellation are completed once production has commenced, or an order has been placed.

accepted once production has commenced, or an order has been placed.

Dispute Resolution

If a dispute arises between the parties to this contract then either 21.1 party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any subject of the dispute of the dis

ruues for the Conduct of Commercial Arbitration.

Privacy Policy
All emails, documents, images or other recorded information held or
used by the Sellier is Personal Information, as defined and referred
to in clause 18.3, and therefore considered Confidential Information.

The Seller acknowledges its obligation in relation to the handing, 21.4
the Privacy Act 1988 (The Act) including the Part IIIC of the Act
being Privacy Amendment (Molitable Data Breaches) Act 2017 21.5
(NDB) and any statutory requirements, where relevant in a
European Economic Area (EEA), under the EU Data Privacy Laws 21.6
(including the General Data Protection Regulation "GDPR")
(collectively, "EU Data Privacy Laws"). The Seller acknowledges
that in the event it becomes aware of any data breaches and/or
disclosure of the Customers Personal Information, held by the
Seller that may result in serious harm to the Customer, the Seller
with the Act and the Customer in accordance with the Act and the 21.7
accordance with the Act and the GDPR (where relevant) and must
be approved by the Customer by written consent, unless subject to
an operation of law.
Notwithstanding clause 18.1, privacy limitations will extend to the
Seller in respect of Cookies where transactions for
purchases/orders transpire directly from the Seller's website. The 21.8

an operation of law.

Notwithstanding clause 18.1, privacy limitations will extend to the Seller in respect of Cookies where transactions for purchases/orders transpire directly from the Seller's website. The 21.8 Seller agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal 21.9 Information such as the Client's:

1P address, browser, email client type and other similar details; tracking website usage and traffic; and

reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information (collectively Personal Information) in order to enable / disable the collection of Personal Information by way of Cookies, the Cilent shall have the right to enable / disable, provided on the website prior to proceeding with a purchase/order via the Seller's website provided on the website prior to proceeding with a purchase/order via the Seller's website for the Seller's website for the Seller's website for the Seller to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B. occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer agrees that the Seller may exchange information about the Customer with those credit providers and with related body corporates for the following purposes: to assess an application by the Customer; and/or to exchange application by the Customer is not detault with other credit providers and continuation with other credit providers as to the status of this credit account, where the Customer is not detault with other credit providers and continuation with continuation with other credit providers and continuation with

or mis creal account, where the Customer is in oetaut with other creality providers; and/or to assess the creal/workiness of the Customer including the Customer stepsyment history in the preceding two (2) years. The Customer creates to the Seller being given a consumer creport to collect overdue payment on commercial creal provided may be used and retained by the Seller for the following purposes (and be used and retained by the Seller for the following purposes (and

for other agreed purposes or required by): the provision of Goods; and/or

the provision of Goods: and/or analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer, and/or enabling the collection of amounts outstanding in relation to the Goods.

The Sellier may give information about the Customer to a CRB for the following nurroses:

the following purposes: to obtain a consumer credit report; allow the CRB to create or maintain a credit information file about

to obtain a consumer credit report.

allow the CRB to create or maintain a credit information file about the Customer including credit history. The information given to the CRB may include: personal information as outlined in 16.1 above; name of the credit provider and that the Seller is a current credit and the credit provider and that the Seller is a current credit whether the credit provider is a licensee; type of consumer credit; details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and the Seller has been paid or otherwise discharged and all details surrounding that discharge (e.g., dates of payments); information that, in the opinion of the Seller, the Customer has committed a serious credit infingement, advice that the amount of the Customer so overdue payment is equal to or more than one hundred and filty dollars (\$150).

to or more than one hundred and fifty dollars (\$150). The Customer shall have the right to request (by e-mail) from the

The Customer shall have the ngnt to request (by e-mail) runn use Seller:
a copy of the information about the Customer retained by the Seller and the right to request that the Seller correct any incorrect information; and the right to request that the Seller does not disclose any personal information about the Customer's compared to the seller thankering. The correct that the seller does not incorrect information upon the Customer's request (by e-mail) or fit is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law.

The Customer can make a privacy complaint by contacting the Seller via e-mail. The Seller will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Service of Notices.

Service of Notices

Information Commissioner at www.oeuc.guv.au.

Service of Molices
Any written notice given under this contract shall be deemed to have been given and received:
by handing the notice to the other party, in person;
by leaving it at the address of the other party as stated in this contract,
by sending it by registered post to the address of the other party as

by Seturing it by registrood parts stated in this contract; stated in this contract; if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the

as stated in this contract (if any), on receipt of confirmation of the transmission;
if sent by email to the other party s last known email address.
Any notice that is posted shall be deemed to have been served,
unless the contrary is shown, at the time when by the ordinary
course of post, the notice would have been delivered.
Trusts
If the Customer at any time upon or subsequent to entering in to the
contract is acting in the capacity of trustee of any trust ("Trust") then
whether or not the Seller may have notice of the Trust, the
Customer covenants with the Seller as follows:
the contract extends to all rights of indemnity which the Customer
now or subsequently may have against the Trust and the trust tund,
the Customer against the Trust of the provisions of the Trust do
proport to exclude or take away the right of indemnity of the
Customer against the Trust or the trust fund. The Customer will not
release the right of indemnity or commit any beach of trust or be a
indemnity of the rection which might prejudice that right of
indemnity.

custome against me to studied used to the customer and increase the right of indemnity or commit any breach of flust or be a indemnity or customer will not without consent in writing of the Seller (the Seller will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:

(i) the removal, replacement or retirement of the Customer as trustee of the Trust;

(ii) any alteration to or variation of the terms of the Trust;

(iii) any alteration to or variation of the terms of the Trust;

(iv) any resettlement of the trust property.

(iv) any resettlement of the trust property.

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consent. The Customer cannot licence or assign without the written approval

The Customer cannot licence or assign without the written approval of the Seller.

The Seller may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of the Seller's sub-contractors without the authority of the Seller's

Soller.

The Customer agrees that the Seller may amend their general terms and conditions for subsequent future contract with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for the Seller to provide Goods to the Customer Makes a further request for the Seller to provide Goods to

Customer makes a numer request for the select to provide cools to the Customer. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates to