



EnviroCare

EnviroCare Cleaning Products Pty Ltd ABN 78 642 876 515

TERMS AND CONDITIONS OF TRADE AGREEMENT

1. Customer's Details

Type of business (please tick one):

Sole Trade Partnership Company Trust Local Gov./Gov. Authority International Customer

Company name, Trustee name or names of Partners/Sole trader:

Trading as:

ACN: ABN:

Street address:

Postal address:

Telephone: Fax: Website:

Accounts Contact Person: Email Address:

2. Details of Sole Trader / Partners / Directors / Trustees

Title: Name:

Residential address:

Are the above premises (please tick one): Owned Rented Mortgaged

Telephone (Home & Mobile): Email:

Driver's licence number: DOB:

Additional partners/directors/trustees:

Title: Name:

Residential address:

Are the above premises (please tick one): Owned Rented Mortgaged

Telephone (Home & Mobile): Email:

Driver's licence number: DOB:

Have any of the directors/partners/trustees previously been bankrupted or involved in a company which has been liquidated or placed into administration?

Yes No (if YES, please provide the details below):
.....

3. Terms and Conditions of Trade

EnviroCare Cleaning Products Pty Ltd ABN 78 642 876 515 (EnviroCare) Terms and Conditions of Trade (Conditions) are contained in Part 6 of this agreement. The Conditions are incorporated into each and every contract (**Contract**) for the supply of goods and/or services made between EnviroCare and the Customer after the date (**Acceptance Date**) that EnviroCare issues this agreement.

By signing this agreement in the space provided in Part 4 of this agreement, the Customer:

- a) expressly acknowledges having received notice of the Conditions;
- b) expressly agrees that the Conditions are incorporated into each and every Contract for the supply of goods and/or services made between EnviroCare and the Customer after the Acceptance Date; and
- c) expressly agrees that if EnviroCare varies the Conditions from time to time after the Acceptance Date and provides reasonable notice to the Customer of the variation, the Conditions as varied are incorporated into each and every contract for the supply of goods and/or services made between EnviroCare and the Customer after the date of such notice.

4. Signature of Customer

On behalf of the entity nominated in this agreement as the Customer, I/we being duly authorised have read and agree to accept the Conditions. I/we warrant that the information provided by me/us in this application is true and complete.

.....
Signature of authorised signatory

Authorised signatory's name and title (BLOCK LETTERS):
.....

Date of Signature:

.....
Signature of authorised signatory

Authorised signatory's name and title (BLOCK LETTERS):
.....

Date of Signature:

5. Guarantee, Indemnity and Charge

In consideration of EnviroCare agreeing to supply or continuing to supply goods and/or services to the Customer, each guarantor named below (the "Guarantor") unconditionally and irrevocably guarantees on demand to EnviroCare the due and punctual payment of all debts and monetary liabilities, including without limitation, costs and expenses which are, or which may become, payable by the Customer to EnviroCare or any related body corporate on any account and in any capacity (the "Guaranteed Moneys") and, as a separate and independent obligation, agrees to indemnify and keep EnviroCare and any related body corporate indemnified from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by EnviroCare or such related body corporate in relation to the non payment or non recovery of the Guaranteed Moneys or as a result of any breach by the Customer of the Conditions. The Guarantor hereby agrees with EnviroCare that:

1. This guarantee, indemnity & charge (the 'Guarantee') shall be a continuing obligation of the Guarantor and that the Guarantor's obligations under this Guarantee are principal obligations.
2. The Guarantor further agrees that:
 - (a) the Guarantor has signed this Guarantee voluntarily;
 - (b) before entering this Guarantee, the Guarantor was advised by EnviroCare to consult and receive advice as to the purport, effect and consequences of, and obligations created by, this Guarantee from a legal adviser independent of EnviroCare;
 - (c) the Guarantor understands the nature and effect of this Guarantee - in particular that the Guarantor has agreed to guarantee all amounts presently owed by the Customer to EnviroCare and any related body corporate and all amounts that the Customer may in the future owe to EnviroCare and any related body corporate and has also agreed, as a separate and independent obligation, to provide an indemnity to EnviroCare and any related body corporate if any of the Guaranteed Moneys is not paid to, or recovered by, EnviroCare; and
 - (d) it has not entered into this Guarantee in reliance on any representation, warranty, promise or statement of EnviroCare or any person on behalf of EnviroCare or any related body corporate.
3. The Guarantor agrees that a certificate issued by EnviroCare stating any moneys owed by the Customer or Guarantor to EnviroCare or any related body corporate or under this Guarantee shall be conclusive evidence of such amounts owing by the Customer and Guarantor.
4. EnviroCare may give the Customer more credit than the Customer has asked for in this application. EnviroCare is not required to inform the Guarantor of the amount of credit given to the Customer at any time.
5. No payment shall operate to discharge or reduce a liability of the Guarantor if such payment is or becomes voidable under any law relating to bankruptcy or the winding up of companies, and no discharge or release consequent upon such payment shall discharge the liability of the Guarantor under this Guarantee.
6. Where any provision of or application of any provision of this Guarantee is rendered ineffective by operation of law in any jurisdiction that shall not affect the validity, legality, enforceability or effectiveness of the remaining provisions or of that provision in any jurisdiction other than the jurisdiction where the provision is rendered ineffective.
7. The guarantee and indemnity contained in this Guarantee are separate and independent obligations of the Guarantor and neither limits the generality of the other.
8. To secure payment of the Guaranteed Moneys the Guarantor hereby charges with due payment of the Guaranteed Moneys all of the Guarantor's present and future interests in real property and the Guarantor consents to EnviroCare lodging a caveat or caveats to note such interests. Upon demand by EnviroCare the Guarantor agrees to immediately execute a mortgage or other instrument in terms satisfactory to EnviroCare to further secure payment of the Guaranteed Moneys. The Guarantor hereby and by way of security irrevocably appoints every officer and legal practitioner of EnviroCare jointly and each of them severally as the Guarantor's lawful attorney ('Attorney') with the power and for the purpose of executing (including as a deed) a mortgage or other instrument of security in any form determined in the absolute discretion of the Attorney over any real property of the Guarantor to secure the Guaranteed Moneys, if the Guarantor fails within a reasonable time of such demand to execute such mortgage or other instrument, and to procure the registration of such mortgage or other security.
9. All payments which the Guarantor is required to make under this Guarantee must be made without any set-off, counterclaim, condition or deduction and are payable on demand by EnviroCare.
10. The Guarantor must fully indemnify EnviroCare for all expenses and legal costs that EnviroCare incurs in enforcing this Guarantee.
11. In this Guarantee, 'Guarantor' means the Guarantor jointly and each person who is a Guarantor severally and their respective successors and assigns, and 'Agreement' means all current and future agreements or arrangements.

Executed as an agreement

SIGNATURE OF GUARANTORS

All company directors / trustees / partners must give this guarantee, indemnity and charge.

Signatory 1

THIS GUARANTEE MUST BE WITNESSED BY AN INDEPENDENT THIRD PARTY

Signature:

Witness signature:

Full Name of Guarantor:

Full Name of Witness:

Residential Address:

Date:

Signatory 2

THIS GUARANTEE MUST BE WITNESSED BY AN INDEPENDENT THIRD PARTY

Signature:

Witness signature:

Full Name of Guarantor:

Full Name of Witness:

Residential Address:

Date:

6. Terms and Conditions

1 Definitions

- 1.1 'Company' means EnviroCare Cleaning Products Pty Ltd ABN 78 642 876 515, its related bodies corporate and its employees, agents, directors and independent contractors.
- 1.2 'Customer' means the party whose details are set out in Part 1 of this agreement.
- 1.3 'Services' means any and all services provided by the Company to the Customer or its agents or assigns.
- 1.4 'Goods' means any and all goods provided by the Company to the Customer or its agents or assigns.
- 1.5 'Loss' means damage, loss, cost, expense or liability (whether actual or contingent).

2 General

- 2.1 The Customer is responsible for and agrees to indemnify the Company against any false or misleading information provided by the Customer in completing this agreement. The Customer must notify the Company in writing of any false or misleading information provided upon the Customer becoming aware of them.

3 Terms of Payment

- 3.1 The Customer agrees to pay to the Company no later than seven (7) days from the date of issue of the tax invoice the amounts set out therein.
- 3.2 Payment of the amount referred to in clause 3.1 shall be in Australian Dollars (AUD).
- 3.3 Tax invoices shall be posted to the Customer at the address specified by the Customer for that purpose in this agreement. This shall be sufficient notice of the amount due under this agreement.
- 3.4 Any complaint made by the Customer that a transaction recorded on the Customer's tax invoice is incorrect must be advised to the Company in writing within seven (7) days of the issue of the tax invoice. If this does not occur, the transactions recorded in the tax invoice shall be taken to be correct. If part of the amount in the tax invoice is in dispute, the Customer agrees to pay the undisputed amount within the time referred to in clause 3.1.
- 3.5 Where the Customer has defaulted in its payment obligations under these Terms and Conditions, any amounts owing by the Customer to the Company may be deducted by the Company from any fee payable by the Company to the Customer under any other contract.
- 3.6 Clause 3.5 does not preclude or otherwise limit the rights of the Company to pursue legal recourse in the event of default by the Customer.

4 Quotations, Orders and Contract

- 4.1 A written quotation issued by the Company to the Customer is an offer of Goods and/or Services for purchase by the Customer and will not create any contract for the supply of Goods and/or Services between the Company and the Customer until the quotation is accepted.
- 4.2 A contract for the supply of Goods and/or Services is made when the Customer communicates to the Company its acceptance of a written quotation.
- 4.3 The Company may withdraw, revoke or vary a written quotation at any time prior to the Customer accepting the quotation.
- 4.4 A written quotation expires on the date specified as the expiry date. If no expiry date is specified, the written quotation expires 30 days after the date of the written quotation.
- 4.5 A contract made pursuant to clause 4.2 shall be executed on the terms and conditions expressed in any document in which the contract is contained. To the extent of any inconsistency between the terms and conditions of that contract and any of these Terms and Conditions, the terms and conditions of the contract shall prevail. Where no inconsistency arises, the provisions of these Terms and Conditions shall be taken to apply in addition to any terms and conditions expressed in a contract made pursuant to clause 4.2.
- 4.6 The provisions of these Terms and Conditions shall prevail over any terms and conditions of trade of the Customer whether or not any inconsistency arises.
- 4.7 The Company shall have the right to cancel any contract made pursuant to clause 4.2 including the cancellation of the supply of Goods and/or Services in respect of the same, at any time before the supply of the Goods and/or Services by giving written notice to the Customer. On giving such notice, the Company shall repay to the Customer any monies paid in respect of the contract. The Company shall not be liable for any Loss whatsoever arising from such cancellation.
- 4.8 In the event that the Customer cancels any contract for the supply of Goods and/or Services, the Customer shall be liable for a cancellation fee of twenty-five percent (25%) of the total agreed amount.

5 Price

- 5.1 In respect of contracts for the supply of Goods and/or Services made pursuant to clause 4.2, the price shall be at the Company's sole discretion and shall be either:
- 5.1.1 As indicated on invoices provided by the Company in respect of the supply of Goods and/or Services;
- 5.1.2 The Company's current price as at the date of supply according to the Company's current prices; or
- 5.1.3 The Company's quoted price provided that the Customer accepts the Company's written quotation within thirty (30) days of the date on the written quotation.
- 5.2 Where in the period between acceptance of a written quotation and the supply of Goods and/or Services, the Company incurs an increase in the cost of supplying the Goods and/or Services, the Company reserves the right to increase the quoted price of those Goods and/or Services at any time prior to supply ('Price Escalation'). The Customer accepts any such Price Escalation
- 5.3 The Company reserves the right to vary the price in the event of a variation to the written quotation.
- 5.4 The Company reserves the right to seek a non-refundable deposit from the Customer, the terms of which to be stated in any written quotation issued by the Company to the Customer.

6 Default and Consequences of Default

- 6.1 In the event that the Customer fails to make any payment when due then, without prejudice to the application of any other provision contained in these Terms and Conditions or to any other remedy provided for by these Terms or Conditions or otherwise, interest shall accrue on the amount of the overdue payment at the rate of fifteen percent (15%) per annum calculated from the date payment was due.
- 6.2 In such an event, the Company shall have the right to withhold the supply of Goods and/or Services and to cancel all outstanding orders and retain any payments already made.
- 6.3 No cheque will be treated as payment if dishonoured despite the issue of a receipt. The Customer will be responsible for any charge or fee issued to the Company for any cheques not met on presentation.
- 6.4 If the Customer fails to make any payment when due, the Customer shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including legal costs and/or collection agency costs.
- 6.5 Without prejudice to any other remedies the Company may have, if at any time the Customer is in breach of any obligation (including those related to payment), the Company may suspend any of its obligations under these Terms and Conditions. The Company will not be liable to the Customer for any Loss the Customer suffers because the Company has exercised its rights under this clause.
- 6.6 Without prejudice to any other remedies which the Company may have at law or in equity, the Company shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Company shall, whether or not due and payable, become immediately payable in the event that:
- 6.6.1 Any money payable to the Company becomes overdue, or in the Company's opinion the Customer will be unable to meet its payments as they fall due; or
- 6.6.2 The Customer becomes insolvent, convenes a meeting with its creditors or proposes to or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- 6.6.3 A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

7 Limitation of Liability

- 7.1 To the extent permitted by the law the liability of the Company whether in contract or in tort, in respect of all claims for loss, damage or injury arising from a breach of any of the Company's obligations arising under the contract, from any negligence of any act, matter or thing done or permitted to be done by the Company, its servants, agents and contractors shall not in the aggregate exceed the price stated in the written quotation issued by the Company to the Customer.
- 7.2 Where so permitted, under no circumstances will the Company be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by the Customer or its servants, agents and contractors and the Customer acknowledges this express limit of liability and agrees to limit any claim accordingly.
- 7.3 Except as provided herein, all express and implied warranties and guarantees in respect of the supply of any Goods and/or Services are hereby expressly excluded and the Company shall not be liable for loss or damage (including consequential loss or damage) of any kind arising in connection with the supply of any Goods and/or Services.

8 The Company's Warranty

- 8.1 The Customer shall, within seven (7) days of the supply of any Goods and/or Services (time being of the essence), notify the Company of any alleged defect, error, omission, shortage in quantity, damage or failure to comply with the description or quotation. The Customer shall afford the Company an opportunity to inspect the alleged defect, error, omission, shortage in quantity, damage or failure to comply within a reasonable time of receiving notification. If the Customer fails to give notice in accordance with this clause, the Goods or Services shall be presumed to be free from any defect, error, omission, shortage in quantity, damage or failure to comply.
- 8.2 Goods will not be accepted for return other than in accordance with the provisions of this clause.

9 Indemnity

- 9.1 The Customer shall at all times indemnify and hold harmless the Company, its employees and agents from and against any Loss including, but not limited to:
- 9.1.1 Legal costs and expenses on a full indemnity basis;
- 9.1.2 Loss (including consequential loss) in relation to property;
- 9.1.3 Loss in respect of personal injury, disease, illness or death;
- 9.1.4 Economic loss; and
- 9.1.5 Loss in relation to the environment;
- caused by a breach by the Customer of these Terms and Conditions and any contract made thereunder, or any wilful, unlawful or negligent act or omission by the Customer. In these circumstances, the Company and/or its employees or agents shall not be held responsible for any Loss suffered by the Customer, disruption to normal business operation or incorrect information due to any defect in workmanship or any other reason in relation to the supply of Goods and/or Services by the Company.

10 Rights in Relation to Goods

- 10.1 The Customer and the Company agree that:
- 10.1.1 Property and ownership (including legal and equitable title) in any Goods sold by the Company to the Customer remains with the Company until the Customer meets all of its obligations pursuant to the Terms and Conditions, including but not limited to payment in full of the purchase price of the Goods and all other amounts owing to the Company by the Customer;
- 10.1.2 Risk in the Goods shall pass to the Customer at the time of delivery. The Customer shall insure (and keep insured) the Goods on the following conditions until such time as property and ownership (including legal and equitable title) pass to the Customer:
- 10.1.2.1 The Goods shall be insured for their full insurable or replacement value (whichever is higher); and

- 10.1.2.2 The Goods shall be insured by an insurer licensed or authorized to conduct the business of insurance in the place where the Goods will be stored.
- 10.1.3 If the Customer fails to pay for the Goods within the period of credit (if any) extended by the Company to the Customer:
- 10.1.3.1 The Customer shall deliver the Goods to the Company, where demanded by the Company or its Agent; or
- 10.1.3.2 The Company may recover possession of the Goods by any necessary means at any site owned, possessed or controlled by the Customer;
- 10.1.3.3 The Customer agrees that the Company has an irrevocable license to exercise its rights under this clause;
- 10.1.3.4 The Customer shall be liable for all costs associated with the exercise of the Company's rights under this clause, and this liability shall be payable on demand.
- 10.1.4 If the Customer shall not purchase, make orders or have any dealings with any entity other than the Company in relation to any and all goods that the Company now, previously or in the future has available for supply and/or purchase.
- 10.2 The Company and the Customer agree that, until property and ownership (including legal and equitable title) of the Goods has passed to the Customer:
- 10.2.1 The Customer will not supply any of the Goods to any person outside of its ordinary or usual course of business;
- 10.2.2 The Customer will not allow any person to have or acquire any security interest in the Goods;
- 10.2.3 The Customer will not create any absolute or defeasible interest in the Goods in relation to any third party except as may be authorized by the Company;
- 10.2.4 The Customer must not remove, deface or obliterate any identifying place, mark or number on any of the Goods;
- 10.2.5 Where the Customer is in actual or constructive possession of the Goods:
- 10.2.5.1 The Customer shall hold the Goods as fiduciary bailee and agent for the seller;
- 10.2.5.2 After giving 48 hours notice to the Customer, the Company shall be entitled to enter upon the Customer's premises between 9am and 5pm to inspect the Goods;
- 10.2.5.3 The Customer will not deliver the Goods, or any document of title to the Goods, to any person except as directed by the Company;
- 10.2.5.4 The Customer shall store the Goods separately and in a manner that enables the Goods to be identified and cross-referenced to particular invoices issued to the Customer by the Company; and
- 10.2.5.5 The proceeds of any Goods sold shall be kept in a separate account and shall not be mixed with any other moneys, including funds of the Customer.
- 10.2.6 The Customer acknowledges that if it should mix the Goods with other products or items such that the Goods are no longer separately identifiable, then the Customer and the Company shall be owners in common of the new product;
- 10.2.7 The Customer has no right to claim any interest in the Goods to secure any liquidated debt or obligation the Company owes to the Customer; and
- 10.2.8 The Customer cannot claim any lien over the Goods
- 11 The Customer's Warranty**
- 11.1 The Customer warrants, represents, guarantees and acknowledges to the Company that:
- 11.1.1 All statements made and documents provided in connection with this agreement and all representations that the Customer has made or may make during the existence and operation of the agreement to the Company are true and correct.
- 12 Termination**
- 12.1 The Company may, at its sole discretion and without requiring any reason to do so, at any time, suspend or terminate the Customer's Account on seven (7) days notice to the Customer.
- 12.2 The Customer acknowledges that the Company may suspend or terminate this agreement immediately (with or without written notice) if:
- 12.2.1 The Company was induced by fraudulent misrepresentation on the Customer's part to enter into this agreement; or
- 12.2.2 In the opinion of the Company, any change of circumstances, including, without limitation, changes in the Customer's constitution, ownership, membership, control status or ability to provide security for payments of amounts which have been or are likely to be charged to the Customer, makes the continued operation of the agreement undesirable or unsatisfactory; or
- 12.2.3 The Customer:
- 12.2.3.1 Being a company, becomes, threaten or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration; or
- 12.2.3.2 Being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; or
- 12.2.3.3 The Customer being a natural person, dies; or
- 12.2.4 The Customer ceases or threatens to cease conducting business in the normal manner; or
- 12.2.5 The Customer is otherwise in default of their obligations under these Terms and Conditions or any contract made thereunder.
- 13 Notice**
- 13.1 Notice served pursuant to these Terms and Conditions or any contract made thereunder may be delivered by post, or by facsimile to:
- 13.1.1 In the case of the Customer, at the postal or facsimile address provided in this agreement or notified in writing by the Customer to the Company in accordance with clause 13.2; or
- 13.1.2 In the case of the Company, at its office as listed at the top of this agreement.
- 13.2 Notice is taken to be given:
- 13.2.1 In the case of ordinary post, the second business day after the day of posting; or
- 13.2.2 In the case of facsimile, the business day following the date of transmission provided that the sender has received confirmation receipt.
- 14 Assignment**
- 14.1 The Customer must not dispose of, assign, license, encumber or otherwise deal with its interest in or rights and obligations under these Terms and Conditions or any contract made hereunder without the express prior written consent of the Company which it may withhold in its absolute discretion.
- 15 Personal Property Securities Act 2009 (Cth) ('PPSA')**
- 15.1 The Customer hereby acknowledges that these Terms and Conditions constitute a security agreement which creates a security interest in favour of the Company in all Goods supplied by the Company to the Customer to secure payment from time to time, including future advances. The Customer agrees to grant to the Company a 'Purchase Money Security Interest'.
- 15.2 The Customer acknowledges and agrees that by assenting to these Terms and Conditions the Customer grants a security interest (by virtue of clause 10.1 and/or clause 16 of these Terms and Conditions) to the Company.
- 15.3 The Customer undertakes to:
- 15.3.1 Sign any further documents and/or provide any further information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) which the Company may reasonably require to enable registration of a financing statement of financing change statement on the Personal Property Securities Register ('PPSR');
- 15.3.2 Not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Goods without the prior consent of the Company;
- 15.3.3 Pay all costs incurred by the Company in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce the security interest created by these Terms and Conditions including executing subordination agreements;
- 15.3.4 Be responsible for the full costs incurred by the Company (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA; and
- 15.4 The Customer waives any right it may have under section 115 of the PPSA upon enforcement.
- 15.5 Pursuant to section 157 of the PPSA, unless otherwise agreed to in writing by the Company, the Customer waives any right to receive the verification statement in respect of any financing statement or financing change statement relating to the security interest.
- 15.6 The Customer agrees that immediately on request by the Company the Customer will procure from any persons considered by the Company to be relevant to its security position such agreement and waivers as the Company may at any time require.
- 16 Security Interest**
- 16.1 The Customer gives the Company a security interest in all of the Customer's present and after-acquired property in which Goods supplied or financed by the Company have been attached or incorporated.
- 17 General**
- 17.1 Upon acceptance of these Terms and Conditions by the Customer, these Terms and Conditions become binding and, subject to clause 17.8, can only be amended with the written consent of the Company.
- 17.2 The Customer shall give to the Company not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change to the Customer's constitution, membership, control status, or the Customer's name and/or any other change in the Customer's details including, but not limited to, changes in the Customer's address, facsimile number or business practice. The Customer shall be liable for any loss incurred by the Company as a result of the Customer's failure to comply with this clause.
- 17.3 If any provision of these Terms and Conditions becomes invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 17.4 These Terms and Conditions and any contract to which they apply shall be governed by the laws of the New South Wales and the Commonwealth of Australia and the Customer irrevocably submits to the non-exclusive jurisdiction of the that jurisdiction.
- 17.5 The Company shall be under no liability whatsoever to the Customer for any indirect and/or consequential Loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Company of these Terms and Conditions.
- 17.6 The Customer shall not be entitled to set off against, or deduct from amount payable, any sums owed or claimed to be owned to the Customer by the Company nor to withhold payment of any invoice because part of that invoice is in dispute.
- 17.7 The Company may license or sub-contract all or any part of its rights or obligations arising under these Terms and Conditions without the Customer's consent.
- 17.8 The Customer agrees that the Company may review these Terms and Conditions at any time. If, following such review, there is to be any change to these terms and conditions, then that change shall take effect from the date on which the Company notifies the Customer of such change.
- 17.9 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.
- 17.10 The failure of the Company to enforce any provision of these Terms or Conditions or any provision of any contract made thereunder shall not be treated as a waiver of that provision, nor shall it affect the Company's right to subsequently enforce that provision.