

30 DAY COMMERCIAL CREDIT ACCOUNT APPLICATION

Please Tick Your Applicable Business Structure

Private (Pty) Company
 Partnership

Public Company
 Sole Trader

Trading Name			
Company Name			
A.B.N or A.C.N.			
Years In Business		Monthly Credit Amount Required	\$
Site Address			
Telephone No.		Facsimile No.	

Billing Details

Billing Address			
Contact for Accounts			
Telephone #		Facsimile #	
Invoices & Statements	Via email YES / NO please circle	Email Address :	

Names & Addresses of all Directors / Partners / Sole Traders

Full Name	Address	Telephone	D.O.B.

Trade References (minimum of three references)

Name Of Supplier	Telephone #	Fax or Email Address	Avg. Monthly Purchases
			\$
			\$
			\$
			\$
			\$

I/We acknowledge that the above information is true and correct and I/We agree to the Terms and Conditions contained in this Credit Application. I/We further acknowledge that the Terms and Conditions may be amended at any time by written notice to me/us.

I/We understand that goods sold to us must be paid for within thirty (30) days from the end of the month in which we are invoiced by Prowash Australia Pty Ltd.

_____ / ____ / ____
Signature of Authorised Person Print Name & Position Held Date

Office Use Only		
GT number	Dist:	Scanned

ACCOUNT DETAILS

Important: Please complete this form and return via email to accounts@prowash.com.au or fax to 03 8340 3247

Account Number: _____

Name: _____

Contact Number: _____

Email: _____

CREDIT CARD DETAILS

Name on Card: _____

Card Number: _____

Expiry Date: ____ / ____

Type of card: Visa MasterCard American Express

* I authorise for Prowash Australia to store our credit card details in a safe and secure manner until further notice in writing, and to debit my credit card account described above, with any amounts which Prowash Australia Pty Ltd may charge me.

AUTHORISATION

Signature of account holder(s): _____
(Or authorised company
Signatory/ies)

Please print name(s) in full: _____

CREDIT CARD PAYMENTS - TRADING ACCOUNTS ONLY

If you wish to choose this payment method, your credit card will automatically be deducted on the 5th working day of each month, for the prior month's account.

EG: Your February invoices will be deducted on the 5th working day in March. There will no longer be credit card fees if you choose this option providing your payments are processed successfully, should the card be declined for any reason an administration fee of 1% plus GST will apply.

PRIVACY POLICY

Customer Privacy Policy

Prowash Australia Pty Ltd (PROWASH) is committed to protecting the privacy of your personal information. This policy explains how we collect, use, share and hold your personal information. We may update this policy from time to time by posting the revised version on our website.

The types of personal information we collect

In order to provide you with services, or to perform a function related to providing you with services, we need to collect and hold some personal information about you. The types of information we may collect include:

1. Your contact details (such as your name, address, position, employer, email address and contact phone numbers);
2. Your credit card details;
3. Credit information about you;
4. Your password and username for accessing our services; and
5. Records of your use of your services and your communications with us.

We may also collect these details from your employees or authorised representatives and you must make sure that you have obtained their consent to us collecting and holding their personal information.

If you don't provide us with the personal information we need, we may not be able to provide you with the service you want or we may be restricted in the way that service can be supplied.

How your personal information is collected and held

We usually collect personal information about you when you interact directly with us. For example, we collect your personal details when you provide information to us in person, by phone or email, or when you enter your personal details on our websites. We may collect personal information from you in connection with PROWASH events, promotions or marketing activities.

We may also collect personal information about you indirectly, including from:

1. Anyone authorised to act on your behalf;
2. Our employees, agents, contractors and suppliers;
3. Credit reporting bodies and credit providers;
4. Other telecommunication and information service providers;
5. Our equipment; and
6. Public sources.

How we use your personal information

We use your personal information to provide you with services and support. In doing so, we may use your personal information for related purposes, such as:

1. Processing your application;
2. Carrying out checks for credit-worthiness;
3. Provisioning or connecting your services;
4. Dealing with your enquiries and providing you with customer support;
5. Managing your services, including account management, billing, processing payments and collecting debts;
6. Investigating complaints and carrying out dispute resolution;
7. Administering our agreement with you;
8. Product research and development, business planning and staff training; and
9. Communicating with you about the services and special promotions we (and our related companies) offer or which we think may be of interest to you, unless you have requested us not to do so. We may tell you about these services and offers via direct mail, electronic direct mail, unsolicited telemarketing calls or any other means of direct communication. You may opt-out of receiving direct marketing at any time by contacting us at accounts@prowash.com.au

How we share your personal information

We may need to share your personal information with other organisations in connection with our supply of services to you. For example, we may disclose your personal information to:

1. Our suppliers, resellers and agents so we can supply the service to you;
2. Our out-sourced service providers who perform functions and services on our behalf, such as contact centre services, mailing functions or IT services;
3. Credit reporting bodies, credit providers or debt collection agencies if you don't meet your payment obligations;
4. Other telecommunications and information service providers;
5. Marketing partners with which we share our marketing activities;
6. Our legal, accounting and financial advisers and our related companies;
7. Your authorised representatives;
8. Any person, with your consent;

9. Government, law enforcement and regulatory bodies where this is required for us to comply with our legal obligations; or

10. A specified recipient to facilitate a purchase or potential purchase of our business.

We operate in Australia. We will request that any organisation to which your personal information is disclosed treats the information as confidential. However, they may be compelled by the laws of their own country to disclose information that we have shared with them.

How we protect your personal information

We treat your personal information as confidential within PROWASH and our related companies. We store your personal information electronically and/or in hard copy form. We take a range of measures to protect the security of your personal information, including by storing electronic information in password-protected servers that are in restricted and monitored areas.

Our websites

We collect information about visits to our websites for marketing and statistical purposes to improve the way we interact with you. We may use cookies or other similar technology for these purposes. The PROWASH cookie is used to authenticate your access or to make sure you are the same person over a given "session" time. We use third party cookies (e.g. Google Analytics) to track how our websites are used, but in this instance no identifying information is sent to a third party. You can usually remove or block cookies (by using the settings in your browser), but it may affect your ability to use our websites.

All accesses to pages on our websites are "logged". The logged information contains such things as a list of the pages accessed and the sort of browser used. This information is used to check for attempts at "hacking", or other fraudulent activity, to indicate missing pages or other web server problems. We also use it to provide general statistics such as the number of people viewing particular parts of the site.

How to access and correct your personal information

We take all reasonable steps to ensure that the personal information we hold about you is accurate, complete and up-to-date. You can contact us at accounts@prowash.com.au if you wish to access or correct personal information that we hold about you.

If you have an enquiry regarding privacy, or you wish to raise a complaint, you can contact our Accounts Team by email at accounts@prowash.com.au or by telephone on **03 8340 3200**. Alternatively, you can write to the Manager at – Prowash Australia PO BOX 1556 Tullamarine VIC 3043.

GUARANTEE

In consideration of Prowash Australia Pty Ltd T/as Pro-Wash Australia (the Company) agreeing to supply the account applicant so named on page 1 ("the Customer") with the goods and/or services on credit,

I/we _____ of _____
 (Insert full name) (Insert full address)

_____ of _____
 (Insert full name) (Insert full address)

_____ of _____
 (Insert full name) (Insert full address)

("the Guarantor(s)", each of whom has requested the Company to provide credit to the Customer and/or has a proprietary interest in the Customer:

1. Guarantees to the Company the due punctual payment by the Customer of all amounts owing by the Customer to the Company
2. Agrees that the liability of the Guarantor shall not be prejudiced by any waiver or variation of any right by the Company
3. Agrees that this Guarantee may be enforced against the Guarantor without the Company first having exercised its rights and remedies against the Customer
4. Agrees that the liability of the Guarantor shall not be affected by the obligation of the Customer to pay to the Company the amount of any credit allowed being, wholly or partly, unenforceable, void or voidable
5. Agrees that Guarantor's obligation under this Guarantee shall be a principal obligation
6. Agrees to indemnify the Company against all and any losses and expenses directly or indirectly arising from the Customer's failure to abide with the terms of credit granted to it by the Company
7. Agrees that this Guarantee shall be a continuing Guarantee and shall be irrevocable with respect to credit allowed to the Customer prior to the Guarantor notifying the Company in writing that it will not guarantee any future credit sales made to the Customer
8. Agrees that this Guarantee shall be enforceable notwithstanding that the Customer (being a company) is wound up
9. Should the Guarantor be more than one person, each of them agrees to be jointly and severally liable for observing the terms of this Guarantee
10. I/We have read and understood the purported effect and consequences of and obligations created by this guarantee before affixing our signature/s

Dated: this _____ day of _____ 20.....

Signature: _____ Witness Signature: _____

Name (print): _____ Name (print): _____

Signature: _____ Witness Signature: _____

Name (print): _____ Name (print): _____

Signature: _____ Witness Signature: _____

Name (print): _____ Name (print): _____

Please list all contacts for this site.

Full Name	Position: owner, manager, attendant, technician or accounts	Contact Phone Number	Email Address	Contact via email Yes / No	Authority to order stock

Do you own another carwash? If yes, please provide the details below:-

Wash Name	Town City

Form completed by:	Name :	Date :
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* Note – If contacts change in the future, please advise our office to ensure our database remains current.

TERMS & CONDITIONS

1. Interpretation

In these Terms

- 1.1 “**CCAA**” means Commercial Credit Account Application;
- 1.2 “**Company**” means Prowash Australia Pty Limited ABN 58 862 498 939 and its successors and assigns;
- 1.3 “**CCA**” means the Competition and Consumer Act 2010 (Cth);
- 1.4 “**Contract**” means the Contract between the Company and the Customer for or in relation to the sale and purchase of Goods;
- 1.5 “**Customer**” means the purchaser of Goods from the Company;
- 1.6 “**Goods**” means any item of whatever nature which is sold or to be sold and/or delivered by the Company to the Customer from time to time;
- 1.7 “**GST**” means the Goods and Services Tax imposed by A New Tax System (Goods and Services Tax) Act 1999;
- 1.8 “**Parties**” means the Company and the Customer collectively;
- 1.9 “**PPSA**” means the Personal Property Securities Act 2009;
- 1.10 “**PPSR**” means the Personal Property Securities Register created under the PPSA;
- 1.11 “**RGAA**” means Return Goods Authority; and
- 1.12 “**Terms**” means these Terms and Conditions of Sale.

2. Application

- 2.1 These Terms apply to all Contracts for the sale, supply or delivery of Goods by the Company.
- 2.2 No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed in writing by the Parties.
- 2.3 The Customer acknowledges that no employee, agent, servant or representative whatsoever of the Company has any right to make any representation, warranty or promise in relation to the Goods or the sale of the Goods other than as specified in these Terms.

3. Pricing

- 3.1 Prices are determined at the time of order, and are subject to change. The Company reserves the right to vary quoted prices, without notice, in accordance with variations in currency exchange rates, Government taxes and/or charges, import duties, transportation costs and any other cost, tax or charge of a similar nature.
- 3.2 GST will be added to the nett price at the appropriate rate.
- 3.3 All Goods are sold ex-warehouse meaning that freight may be arranged for and on behalf of the Customer, if so required, without the Customer incurring any pricing disadvantage on sale or value of the Goods. In such a case, the Goods are at the Customers risk from the time such Goods leave the warehouse, and under no circumstances shall the Company accept any liability in relation to any transport arranged by the Customer.
- 3.4 Prices include the cost of packaging, delivery, freight and insurance to the Customers nominated point of collection or delivery only (A courier fee/transport fee and taxes will apply to all orders).

4. Terms of Payment

- 4.1 Payments shall be remitted directly to the Company (strictly nett) prior to delivery without any deduction or discount save as stated herein or in the relevant invoice or statement or where the Company has granted a credit facility to the Customer.

- 4.2 Unless otherwise agreed in writing by the Parties, payment shall be made within thirty (30) calendar days.
- 4.3 Credit card payments are subject to a transaction fee. This fee will be waived for any payments made within fourteen (14) calendar days of invoice date.

5. Credit Terms

All Credit sales are made upon the following terms and conditions:

- 5.1 Credit will only be granted at the sole discretion of the Company, consequent upon the submission of a completed CCAA. The company has the right to amend or vary at its discretion any credit facility.
- 5.2 All accounts are payable strictly within thirty (30) calendar days from the end of the month, and the Company is at liberty to alter, amend and/or vary such payments conditions as it deems appropriate.
- 5.3 The Company reserves the right to withdraw the credit facility upon breach of any of the terms and conditions contained herein by the Customer.
- 5.4 The Customer thereby agrees that upon such withdrawal, any, and all monies owing on the account become due and payable immediately.
- 5.5 In the event the Customer fails, ignores or neglects to observe the Terms herein, the Company may in its absolute discretion, refuse to supply to the Customer any such Goods and the Company shall not be liable to the Customer for any loss or damage the Customer may incur/sustain as a result of such refusal.
- 5.6 As a result, the Customer shall be liable to pay the collection costs of any monies outstanding, including the fees and/or costs to any Collection Agency or Solicitor engaged by the Company to recover such monies.
- 5.7 Interest is payable on all overdue accounts calculated on a daily rate per month from the due date of payment until payment is received in full by the Company.

6. Variation of Design

- 6.1 The Company reserves the right to, at any time, make such alterations to the specifications, design or construction of the Goods, as the Company shall, at its own discretion, deem fit. However, if the Customer has reasonably made it known to the Company in writing the purposes for which it requires the Goods, the said Goods shall remain unaltered for such purposes.
- 6.2 Where the Company is acting as agent for a manufacturer or supplier, the Company shall not be liable for any alteration or variation of the Goods made by the manufacturer or the supplier.

7. Supply

The Company reserves the right to suspend or discontinue the supply of Goods to the Customer without being obliged to give any reason.

8. Delivery

Availability dates for delivery are estimates only, but the Company will utilise its best endeavours to maintain these estimates.

9. Partial/Instalment Deliveries

- 9.1 The Company reserves the right to deliver any order in whole or by instalments as well as to deliver prior to the date for delivery, and in such an event, the Customer must not decline to accept delivery of the Goods.
- 9.2 Where the Goods are delivered by instalment, each instalment is sold under separate Contract subject to these Terms.
- 9.3 Any failure on the part of the Company to deliver instalments within any specified period does not entitle

the Customer to repudiate the Contract with respect to the balance remaining undelivered.

10. Risks and Insurance

- 10.1 The Goods are entirely at the risk of the Customer from the moment of delivery to the Customer's point of delivery or point of collection.
- 10.2 The Customer, must at its own expense, maintain the Goods, and insure them for the benefit of the Company against; fire, theft, breakdown, water and other risks as from the moment of delivery to the Customer and until title in the Goods has passed to the Customer.

11. Charges beyond point of Delivery Quoted

Unless otherwise agreed in writing, the Company prepays freight, insurance, custom and import duties (if any), landing and delivery charges and all other charges in connection with shipment and delivery of the Goods, then any such charges shall be to the Customer's account. The Company reserves the right to nominate the means of delivery.

12. Cancellation

Cancellation of despatched orders is not permitted and refunds will not be issued on orders placed for non-stocked items.

13. Notification of Customer Management Restructure or Changes

The Customer shall notify the Company in writing of any change in the structure, including change of ownership, management change, change in shareholding and change in partnership or trusteeship within seven (7) days of the date of such change.

14. Trademarks

- 14.1 Neither the Company's agreement to sell Goods to the Customer nor the supply of Goods to that Customer shall confer any right upon the Customer to use any trade mark of which the Company is the registered holder, and at all times, such trade mark, trade dress and trade names ('trademarks') remain the sole property of the Company.
- 14.2 Any use of the Trademarks by the Customer shall be made only with the advertising, promoting or selling of the goods and any such use shall inure to the benefit of the Company and/or its affiliates. In no event shall the Customer or its affiliates file any application to register a trademark or a domain name or use any trademark, domain name, business name or trade style that incorporates or is confusingly similar to any of the Trademarks.
- 14.3 If the Customer files any application of any kind that incorporates or is confusingly similar to any trademark, it shall immediately transfer such application or any rights derived therefrom to the Company or an affiliate as designated by the Company.

15. Confidential Information and Intellectual Property

15.1 If any of the Company's Confidential Information and/or other Intellectual Property is supplied to the Customer for any purpose whatsoever, then-

- 15.1.1 it remains the sole property of the Company;
- 15.1.2 the Customer acquires no right or interest in or to it other than a non-exclusive, non-assignable licence at no fee to use it solely for the purposes for which it was supplied;

- 15.1.3 it must not be disclosed by the Customer to any other person, third party or company whatsoever; and
- 15.1.4 none of it may be used by the Customer in any way which might harm or prejudice the interests of the Company.

15.2 The licence referred to in clause 15.1.2 may be terminated immediately by the Company in writing at any time with or without cause.

15.3 If the licence referred to in clause 15.1.2 is terminated then all the Company's confidential information and/or intellectual property must immediately be returned to the Company at the expense of the Customer. In that event, all copies and extracts of the confidential information and/or intellectual property, in the Customer's possession or control (including electronic or written form) must also be returned to the Company.

16. Liability

16.1 No liability shall be taken upon the Company in the event of the Goods being misused, incorrectly installed or extended for use in any unlawful or criminal activity. Any advice, recommendation, information or assistance or service provided by the Company in relation to the Goods or their use or application is given in good faith, and is considered by the Company to be appropriate and reliable.

16.2 The Company is not subject to, and the Customer releases the Company from any liability (including but not limited to consequential loss or damage) arising from any delay in delivery or provision or fault or defect in the goods and/or the services. The Customer acknowledges that the Company is not:

- a. responsible if the Goods and/or services do not comply with any applicable safety standard(s) or similar regulation(s); and
- b. the Company is not liable for any claim, cost, damage or demand resulting from such non-compliance.

16.3 If any statutory provisions under the CCA or any other statute apply to the Contract between the Company and the Customer then to the extent to which the Company is entitled to do so, the Company's liability under the statutory provisions is limited at the Company's option to:

- a. replacement or repair of the Goods or the supply of equivalent Goods; or
- b. payment of the cost of replacing or repairing the Goods or of acquiring equivalent Goods; and
- in either case the Company will not be liable for any consequential loss or damage or other direct or indirect loss or damage.

17. Complaints / Customer Feedback

17.1 Why do we have this Policy?

- (a) to recognise all customer feedback.
- (b) to ensure all feedback is handled effectively in a timely manner.
- (c) for team members to have a second chance in providing the unsatisfied customer with excellent customer satisfaction.
- (d) to improve and to prevent similar problems from occurring again.

17.2 Where to find Customer Feedback Forms;

- 17.2.1 Customer Feedback forms can be found on our website www.prowash.com.au or on request. They can be submitted via email, fax, phone, mail, or in person.
- 17.2.2 All Customer feedback, whether written or verbal will be recorded by a team member and all efforts will be made to resolve any issues raised within a reasonable period.
- 17.2.3 Customers may wish to submit their feedback forms anonymously, however these details are necessary if:
- the Customer wishes to receive a response by way of feedback; or
 - the Company requires to contact the Customer to clarify any issue(s) raised.

All feedback received and recorded will be retained and reviewed by the Company to improve its customer service commitments.

18. Return of Goods for Credit

18.1 To ensure that returned goods are processed in a timely manner and all approved credits are issued accurately, please follow the steps listed below;

What To Do-

- call and advise a team member that you would like to return some Goods to the Company;
 - give details on the items including; quantities and the reason for return;
 - if the Goods are approved, the Company will complete the RGA form and issue a unique RGA number which is valid for fifteen (15) days;
 - once you have received the form (via fax, email, post or with your replacement goods) keep a copy for your records and send a copy back with the goods you are returning;
 - mark the box clearly with your unique RGA Number; and
 - ship to Prowash Australia, 13 – 15 Flight Drive, Tullamarine VIC 3043.
- 18.2 If you require assistance to return the Goods, please call (03) 8340 3200, and a customer service team member will be happy to guide you through this process.
- 18.3 Transport charges are the responsibility of the Customer, except where the Company assumes responsibility for the return. When returning Goods to the Company, it is the sender's responsibility to pack the Goods correctly to prevent damage during transit. Any items lost or damaged in transit are the sender's responsibility and a credit is not guaranteed.
- 18.4 Once your Goods have been received, matched to your RGA number and processed in our system, the Goods will be assessed. During this assessment a Company team member may call you to discuss the reason for return, i.e. if the item is faulty or has been returned for a repair we may require further information.
- 18.5 Where Goods have been returned because they were incorrectly sent, incorrectly ordered, not suitable or deemed faulty, a full credit may be considered. In such instance, the Goods MUST not have been used, and MUST still be in the original packaging.

Where they are deemed not to be faulty e.g. through misuse or damage, the Company will assess the item and repair if possible. In such case, the customer shall NOT receive a credit for the item and may incur the cost of repairs. Special or custom made orders will be considered on a case-by-case basis.

18.6 The Company reserves the right to inspect all Goods before issuing a credit and charge a 20% restocking fee if applicable.

18.7 No freight charges are to be charged to the Company unless prior arrangement has been made in writing to the Company's authorised personnel.

19. Return of Goods for Repair/Warranty Claims

The Company reserves the right to repair all Goods returned in the first instance. If the Goods are damaged or tampered with in any way no warranty will be given and a charge may apply for the repair of the Goods. No liability is taken if the Goods are lost or stolen in transit. The Customer shall be responsible for any transportation costs to and from the Company's premises.

20. Warranty

20.1 All Goods purchased/supplied are covered by such warranties as are specified by the Company's manufacturer and warranty policy and supplied subject to the product standards detailed by the manufacturer.

20.2 On discovery of any defect in the Goods, the Customer must immediately notify the Company in writing of such defect, with proof of purchase accompanying the Goods subject to a warranty claim. The Customer must not carry out any remedial work to the alleged defective Goods without first obtaining the written consent of the Company to do so.

20.3 All repairs to Goods shall also carry a warranty against workmanship but not parts used. Any repairs carried out by an unauthorised representative/company render the warranty VOID.

20.4 Any Goods sold by the Company that are not manufactured by or installed by the Company shall only be covered by the original manufacturers warranty and at their absolute discretion (Refer to Clause 18).

20.5 Nothing in this Contract shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods and/or services pursuant to this Contract of all or any of the provisions the CCA or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

20.6 The Customer expressly acknowledges and agrees that it has not relied upon and the Company is not liable for any advice given by the Company, its employees, agents, servants or representatives whatsoever in relation to the suitability for any purposes of the Goods.

21. Personal Property Securities Act 2009

21.1 If a term used in this clause has a particular meaning in the PPSA, it has the same meaning in this clause.

21.2 The Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the PPSA and creates a security interest in all goods that have previously been supplied and that will be supplied in future by the Company to the Customer. The Customer acknowledges and agrees that the Company may apply to register a security interest in the Goods at any time before or after delivery of the Goods. The Customer waives its rights

under section 157 of the PPSA to receive notice of any verification of the registration.

21.3 The Customer undertakes to –

- (a) 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 Company may reasonably require to-
 - (i) register a financing statement or financing change statement in relation to a security interest on the PPSA;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 14.3 (a) (i) and 14.3 (a) (ii).
- (b) indemnify and upon demand reimburse, the Company for all expenses incurred in registering financing statement or financing change statement or security interest on the PPSR established by the PPSA or releasing any Goods charged thereby;
- (c) not register a financing change statement in respect of a security interest between the Parties without the prior written consent of the Company;
- (d) not register or permit to be registered a financing statement or a financing change statement in relation to Goods in favour of a third party without the prior written consent of the Company; and
- (e) immediately advise the Company of any material change in its business practices of selling the Goods, which would result in a change in the nature of proceeds derived from such sales.

21.4 The Company and the customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

21.5 The Customer waives their rights to receive notices under sections 95, 118, 121 (4), 125, 130, 132 (3) (d), 132 (4), 135, 142 and 143 of the PPSA.

21.6 The Customer waives their rights as a guarantor and/or debtor under section 142 and 143 of the PPSA.

21.7 The Customer must unconditionally ratify any actions taken by the Company under clause 21.3 to 21.5.

21.8 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

22. Force Majeure

22.1 The Company will not be liable for any breach of contract due to any matter or thing beyond the Company's control (including but not limited to; any act of God, war, riots, strike, lock out, explosion, industrial dispute, raw material shortage, breakdown of plant, fires, transport or equipment failures, Government action, or any other cause whatsoever, whether or not of a like nature to those specified above, beyond the reasonable control of the Company).

22.2 The Company may, in its absolute discretion give notice of such cause to the Customer whereupon the Company is discharged from undertaking such

performance or observance to the extent of such prevention, restriction or affectation.

23. Entire Contract

The Terms of the Contract between the Parties are wholly contained in these Terms and any other writings signed by both Parties from time to time.

24. Waiver of Breach

No failure by the Company to insist on strict performance of any of these terms is a waiver of any right of remedy which the Company may have, and is not a waiver of any subsequent breach or default by the Customer.

25. Assignment

The Customer may neither assign the Contract, nor any rights subsisting under the said Contract without the prior written consent of the Company, which is at the Company's absolute discretion.

26. Severability

If any provision contained in these Terms is held by a Court of competent jurisdiction to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

27. Governing Law and Jurisdiction

The Governing law of any Contract for supply of Goods by the Company shall be the Law applicable in the State of Victoria and the customer agrees to submit to the non exclusive jurisdiction of the Courts of the State of Victoria and courts of appeal therefrom for all purposes of or in connection with such Contracts.