



GENERAL TERMS AND CONDITIONS RETAIL – WHOLESALE - INSTALLATION

1. DEFINITIONS

“Administration Costs” means costs incurred by us as a result of your Account being unpaid by the due date and include the Default Fee;

“Account” means your account with Us and if an Account is held by You, You are the **Account Holder**;

“Agreement” means these terms and conditions as amended from time to time and includes the Schedule;

“Authorised Persons” means You and any persons authorised by You to liaise with Us on Your behalf and includes your employees, contractors, sub-contractors, executors and / or administrators;

“Commencement Date” means the date of this Agreement or the date any Product, Service or Quote is provided to You, whichever is earlier;

“Credit Application” means a credit application completed by You and accepted by Us (the terms of which do not form part of this Agreement);

“Customer” means the ultimate recipient of the Products and / or Services and includes the Retail Customers, Wholesale Customers, Third Party Customer and Installation Customers as the context requires;

“Delivery” means the delivery of the Products, whether by delivery to the Premises or collection from Us;

“Deposit” means the deposit payable by You in accordance with this Agreement;

“Demand Costs” means the legal costs incurred by Us to issue a letter of demand to You if your Account remains unpaid for a period of 28 days from the due date, being \$150.00 plus GST as at the date of this Agreement;

“Default Fee” means the sum of \$55.00 (inc GST) being the fee payable if your Account shall be in arrears for greater than 14 days and we issue any reminder notices to You;

“Costs” means any costs associated with this Agreement and Your use of the Service as detailed in Item 5 of the Schedule;

“Installers” means the contractors, sub-contractors, employees and / or third parties engaged by Us to install any Products purchased by You and / or on Your request;

“Installation Costs” means the costs associated with the installation of the Products as requested by You;

“Installation Customers” means Customers who have contracted with Us to install the Products (usually cabinets and benchtops only) within a Premises and may or may not be the Owner;

“Invoice” means a tax invoice issued by Us to You for the supply of Products and / or Services, as required from time to time;

“Layby” means, in relation to a Retail Customer only, an agreement to extend the payment term for the Order, in accordance with clause 15 of these Conditions;

“Orders” means orders for Products in bulk or in advance, which the Customer cannot or will not be collecting on the day of the Order;

“Owner” means the owner of the Premises where the Products and / or Services will be delivered or provided;

“Quote” mean a quote provided by Us to You for the

“Premises” means the location where the Products and / or Services will be delivered or provided;

“Products” means the products supplied by Us to You;

“Retail Customers” means Customers who purchase Products directly from Us on an ad hoc basis and generally collect the Products from Us direct and pay an Invoice in full on collection;

“Schedule” means the schedule annexed to this Agreement, which forms part of this Agreement and details the particulars of Your Product and the Service to be provided to You;

“Service” means any service utilised or requested by You in accordance with this Agreement, including Product supply, Product installation and /

or any other service provided by Us to You in accordance with this Agreement;

“Special Orders” are Orders for Products that are custom made, import orders, or for Products that are not in Our usual range carried in store;

“Term” means the term of this Agreement as noted in Item 2 of the Schedule;

“Third Party Customer” means the ultimate recipient of the Products and Services, who does not contract directly with Us;

“Third Party Installers” means any installer of Our Products, contracted by You;

“Us” / “Our” / “We” means European Ceramics Pty Ltd (trading as European Ceramics and European Contracting), European Concepts (WA) Pty Ltd (trading as European Concepts) European Custom Concepts Pty Ltd (Trading as European Custom Concepts);

“Utilities” means water, gas and electrical utilities and services (including fixtures and fittings) within the Premises;

“Wholesale Customers” means Customers who purchase the Products from Us with the intention of re-selling the Products or providing to a Third Party Customer;

“You” means the person who contracts with Us, places an Order with Us, buys any of Our Products or engages Us to quote or provide any Services.

2. TERM AND TERMINATION OF AGREEMENT

- a) This Agreement will commence once accepted by You.
- b) You will be deemed to have accepted the terms and conditions of this Agreement if You:
 - i. request or accept a Quote from Us;
 - ii. Place an Order with Us;
 - iii. Purchase any Products from Us;
 - iv. Pay a Deposit to Us; and / or
 - v. In any other way communicate with us in relation to the Products or Services after You have been provided with a copy of this Agreement.
- c) This Agreement will continue in full force and effect until terminated by either party.
- d) This Agreement may be terminated by either party with 2 business days written notice to the other, until such time this Agreement will be binding between the parties.
- e) Your obligation to pay monies to Us in accordance with this Agreement will survive the termination of this Agreement.
- f) Any Orders that remain unfulfilled at the date of any termination of this Agreement shall be paid in full by You or the Deposit forfeited. We will fulfil all Orders paid in full.

3. COSTS AND CHARGES

3.1 Deposit

Deposits will be payable by You in accordance with clause 7.2 of this Agreement if You are a Wholesale Customer, Installation Customer, or a Retail Customer with an Order.

3.2 Installation Costs

- a) The Installation Costs are payable by You and will be detailed in the Quote.
- b) The actual Installation Costs may not be known until We or the Installers have an opportunity to view the Premises and ascertain the condition of the Premises and any applicable Utilities.
- c) You agree and acknowledge the Installation Costs are estimated and We may Invoice You for any increased Installation Costs incurred due to the Premises not being as anticipated or as described by You.
- d) You agree to indemnify Us for any Installation Costs and We reserve Our right to require prepayment of the Installation Costs before commencing or finalising any Services to You.

3.3 Administration Costs, Default Fees & Demand Costs

- A) We may charge you Administration Costs, Demand Costs and / or Default Fees in accordance with this Agreement if You do not pay Your Invoices as required. These costs also include any debt recovery and legal costs (on an indemnity basis) that may be incurred by Us should you default on this Agreement.
- B) Should a Bank Guarantee be requested we will charge a Bank Guarantee Fee of 1.5% per annum plus a fixed charge of \$100.00 per transaction.

3.4 Interest on Arrears

We reserve Our right to charge You interest on any accounts in arrears

for more than 14 days at a rate of 15% per annum. The interest charged will form part of the Arrears and must be paid in full before the release of any Products or provision of any Services to You.

3.5 Credit Card Fees

You may be liable for additional fees if You wish to pay an Invoice by credit card. Current credit card fees are 1.2% of any payment made by You by credit card and these fees will vary from time to time.

4. GST

All Costs and charges are exclusive of GST and are in Australian dollars unless otherwise stated.

5. BILLING

- a) We will provide an Invoice at the point of sale for Retail Customers.
- b) We may charge you Administration Costs, Demand Costs and / or Default Fees in accordance with this Agreement if You do not pay Your Invoices as required.
- c) Should you fail to remedy any failures to pay, We may (in Our sole and absolute discretion):
 - i. stop issuing You credit (if You are an Account Holder);
 - ii. suspend any Services being provided by Us to You;
 - iii. refuse to supply any further Products or Services to You; and / or
 - iv. place conditions on Your agreement with Us, as We see fit (including, but not limited to, all Orders being paid in full in advance and / or bank guarantees or other security for payment).

6. QUOTES AND ESTIMATIONS

- a) We may be requested to provide a Quote for the provision of the Products and / or Services to You, which may also be requested on behalf of a Third Party Customer.
- b) Our Quote will detail the Products and Services that will be provided by Us and will detail assumptions made for the purposes of the Quote and items that are not included in the Quote (for example, underslung basin cutouts and polishing and not standard).
- c) Templates / drawings for the design of Products, including the colour of the Product and the type of edging required, must be supplied by You by the date specified in the Quote. Templates should also note where cut outs and contour sizes are required.
- d) We may draw joints on drawings for stone benchtops, however these are indicative only and may be repositioned in our absolute discretion and may change upon measurement of the site.
- e) We accept no responsibility for the accuracy of any templates, unless the Quote specifies that We will prepare the template and You have paid the cost of preparing the template in accordance with this Agreement.
- f) A Quote will note approximate area for the Products and Services to be provided and will allow for breakages and wastage. We accept no liability for area estimation and it is Your responsibility to ensure the area detailed is accurate and You are satisfied with the amount allowed for wastage and breakages.
- g) Once a Quote is provided to You, it will remain current and valid for 30 days from the date of the Quote, errors and omissions excepted.
- h) Any changes to the scope of works will be a variation and will require an amended Quote.
- i) We may vary our Quote at any time prior to an Invoice being raised for the required Products and Services for reasons such as foreign exchange rates vary or the costs to transport the Products to our warehouse increase to an extent where further charges are justified. Such additional costs are determined in our absolute discretion.
- j) Where installation forms part of a Quote, payment for the installation must be made no later than upon practical completion of Our Services, unless specified otherwise.
- k) Quotes do not include any works required in relation to any Utilities or crane or scaffold hire.
- l) For Installation Customers, Quotes do not include any appliances or accessories, unless specified, but do include freight costs to the Premises nominated in the Quote. Quotes for Installation Customers may include rubbish removal costs if requested. If no rubbish removal costs are noted, they are not included in the Quote and You must arrange for all rubbish removal from the Premises.

7. ORDERS

7.1 Placing an Order

Should You place an Order for any Products, We will advise you of the estimated delivery date for the Products ordered and provide you an Invoice for the full Order value (including GST and transport costs as required).

7.2 Deposits on Orders

- a) On placing an Order, you will be required to pay a Deposit, equal to 50% of the gross value of the Invoice. No orders will be allocated until such time as a deposit is transferred.
- b) For Special Orders, the Deposit will be 50% of the gross value of the Invoice and is non-refundable.
- c) We reserve our rights to vary (including increase) the amount of any Deposit required from You and place any conditions we deem necessary on such Deposit.
- d) For Special orders full payment must be made Upon container received into our warehouse and collection of goods must be under taken unless a special agreement has been made.

7.3 Payment of Account

- a) The Invoice will be payable in full prior to Delivery and at or before the time You contact us to book the Delivery, unless You are an Account Holder, and in any event by no later than 7 days from the Products arriving in our showroom or warehouse.
- b) If You are an Account Holder and Your Account is in arrears or default, We will not release any Orders to You unless the Account arrears are cleared and the Invoice is paid in full.
- c) For Installation Customers, We require a 50% Deposit in order for the Products to be manufactured to Your specifications, with 40% further payment once the Products have been manufactured and the remaining 10% payment on completion of the installation of the Products at the Premises.

7.4 Ownership of Products

Upon full payment of the Invoice, ownership of the Products will vest in You (or the Third Party Customer if applicable). Unless and until the Invoice has been paid in full, We retain ownership of the Products and reserve Our rights to recover the Products or take other action as We see fit to enforce Our rights in relation to the Products.

7.5 Storage

We reserve Our rights to charge storage fees to You should the Products remain in our warehouse for more than 7 days after We have sent You notification of the Order arriving to Our warehouse. For the avoidance of doubt, the Products must be paid in full as required by this Agreement, regardless of whether they will be stored by Us. Storage fees may be determined by Us in our absolute discretion and are \$100.00 per pallet per month as at the date of this Agreement and may be varied from time to time in our absolute discretion.

7.6 Delivery Time Frames

Products are usually delivered within 16 weeks of a signed Agreement, Order and Invoice being completed. We close down for a period of time in December and European manufactures in August each year which may impact on Your Order by a maximum of a further 4 weeks.

7.7 Delivery to Premises

We may arrange delivery at Your expense, however We will not accept any liability for any loss or damage arising as a consequence of the delivery process.

We take no responsibility for Orders arriving late due to shipping issues and any such shipping issues shall be considered a force majeure.

7.8 Collection of Material

- a) You will need your order number for collection.
- b) When collecting your order from our warehouse, it is important to provide adequate transport capable of carrying the full weight of the whole order.
- c) Orders over 20m² either a trailer or utility vehicle will be necessary.
- d) Please check the load capacity of your vehicle and provide your own tie-down straps. Due to our Work Health and Safety regulations, tiles packed onto pallets cannot be hand loaded into your car. Tiles cannot be split loaded.

8. PRICELIST

Our price list may vary from time to time and the price payable by You will be as per the current price list at the date of Invoice, or in accordance with a current Quote.

9. PRODUCT AND SERVICE LIABILITY

9.1 Quality and Timing of the Product or Service

- a) We will endeavour at all times and wherever reasonably practicable to ensure that the Products and Services provided to You are as described and as requested.
- b) We will endeavour to notify You as soon as possible if We expect that the Products or Services and / or the Delivery of the Products may be delayed for any period of time, whether through supply issues, account payment issues and / or issues with Installers, in so far as we are able to monitor the same.
- c) You must inspect any Products when delivered, as all risk passes to You upon Delivery;
- d) We are not responsible for damage to your tiles caused by cleaning products.

9.2 Force Majeure

For any delays that may arise due to Third Party Installers, Utility issues, or for other reasons outside of Our control (such as force majeure) You agree and acknowledge that We will not be liable for any costs or delays for any Product Delivery or Services to be provided by Us pursuant to this Agreement.

9.3 Third Party Installers

- a) We will not be liable for the actions of any Third Party Installers and You indemnify Us for any loss or damages incurred by Us through the acts and omissions of any Third Party Installers, including, but not limited to, the supply of any Products or Services by Us that may be required due to the acts or omissions of Third Party Installers.
- b) Upon Delivery of the Products, You are required to notify Us within 2 business days if there are any issues with the quality of the Products, following which time you absolve Us of any liability for the Products.

9.4 Third Parties

Should Our ability to supply the Products or Services to You be impacted by third parties (including, but not limited to, if there are other tradespersons within the Premises who are impacting on Our ability to provide any Services or Deliver the Products in a timely or safe manner), You agree that We will not be held liable

9.5 Liquidated Damages

Should We be held liable for any costs, damages or losses, howsoever incurred, You agree that any liquidated damages payable by Us to You shall be paid at a fixed rate of \$1.00 (AUD) per day and You acknowledge these costs are fixed and reasonable.

10. PREMISES AND INSTALLATION

10.1 Access

You will provide Us or our agents safe and prompt access to the Premises to install, inspect, test, maintain, modify, repair, replace, recover or recover the Product(s), including if we require access following termination of this Agreement and / or enforce our rights to repossess the Product in the event You have failed to comply with this Agreement.

10.2 Owner's Permission

If You are not the Owner, You agree that You have obtained the consent of the Owner to supply the Products and / or Services within the Premises.

10.3 Connecting a Utility

There may be a time delay from the date of installation of our Products to when the same may be connected to a Utility

10.4 Installation

- a) Where installation is required, You must ensure that all required site works have been completed to permit installation, prior to Us being required to attend the Premises.
- b) Undermount sinks and all vanity basins (excluding vessel types) will be fitted to stone benchtops during production, not on site.
- c) If the Installers are required to wait at the Premises for any site works to be completed, We may charge a fee of \$80.00 per hour, plus GST, per Installer, if any such delays are note the fault of Us or the Installer.

10.5 Safety

You are responsible for ensuring the Premises are safe and free of any obstacles. Any persons (including, in particular, children) not necessary for the installation of the Products should vacate the Premises to a safe area. We cannot guarantee the Premises will be safe or secure during

the installation process.

11. SLIP RESISTANCE AND CLASSIFICATIONS OF TILES

- a) Any form of ceramic tile can be slippery especially when wet and all necessary precautions must be taken when used in areas where tiles are exposed to any liquids.
- b) Where We have included Slip Resistance test results for selected products, and such tiles may achieve an acceptable standard in a laboratory test, it is possible that the performance in-situ will be less than expected due to installation methods, wear & tear, cleaning methods and unforeseen circumstances. These results are therefore to be seen as a relative guide to estimate the merits of one tile versus another, and should be used in conjunction with the Australian Building Code and the relevant Australian Standards. Any laboratory test results presented must not be viewed to mean that We are providing any sort of warranty against damages.
- c) Any classification noted by Us has taken into account the recommendations of the Australian Standards, however they are given for general guidance only.
- d) **WARNING:** Other standards and building code requirements may affect your selection of tiles. Consideration should be given to the footwear, type of pedestrian traffic and cleaning methods expected. Floors should also be adequately protected against soiling from following trades during installation, and against scratching devices at entrances to buildings

12. STONE BENCHTOPS

- a) You must ensure any stone bench tops supplied by Us are to be installed on cupboards that can adequately support the heavy stone. There should be no more than a 300mm overhang, unless additional support is provided to the benchtop.
- b) Stone is a natural product and we cannot guarantee the final finish. Variations to the material product may occur and We will not be liable for any natural defect in the stone.

13. PRODUCT QUALITY

- a) You acknowledge the tile products are kiln fired, and as such minor variations of colour, grain, shape, size and texture may occur with the Products supplied and You shall not make any warranty claim for replacement or compensation in respect of such natural, minor variations.
- b) Natural materials and reconstituted stone Products naturally contain substantial variations in pattern, structure and colour. While every effort will be made to match samples or requested specifications, no guarantee is available to that effect and it is Your responsibility to inspect any ordered stone products prior to the Delivery.

14. ACCOUNT HOLDERS

We may offer You the privilege of being an Account Holder with Us, subject to a Credit Application being completed by You and accepted by Us, in accordance with our applicable terms and conditions at the time of application. We may refuse or revoke any Account in our absolute discretion, including if the Account Holder is in breach of this Agreement and / or their Account is in arrears. It is a condition of any Account being granted to You that any guarantees required from You are provided as required. The terms and conditions of an Account do not form part of this Agreement, however this Agreement will remain applicable to any Account Holders.

15. LAYBY CONDITIONS

- a) You may wish to Layby the Products for a period not exceeding three (3) months from the date of the Invoice ("Layby Period").
- b) We will not charge storage fees during the Layby Period.
- c) Laybys will not be accepted by Us unless a 50% Deposit is paid on the date of the Invoice, with said Deposit to be non-refundable if the Layby is not finalised by You within the Layby Period.
- d) If the Layby is not finalised within the Layby Period, unless otherwise agreed in writing, the Product will be returned to stock and may be resold by Us at our absolute discretion.
- e) Should the Layby be terminated by Us, You agree and acknowledge that We are not liable to You for any losses or expenses howsoever incurred by You, relating to the Product or the Deposit.

16. AUTHORISED PERSONS

- a) An Authorised Person, as noted by You and amended from time to time in writing, may contract with Us on Your behalf and may pay for

and Products, collect Products and instruct Us as to the supply and installation of Products as required from time to time.

- b) An Authorised Person may incur expenses on Your Account which You agree and acknowledge You will be held liable for, absolutely.
- c) You may revoke the authority of an Authorised Person by providing us notice in writing, by email, by fax or by post, noting that the authority of the Authorised Person has been revoked. This will take up to 24 hours for Us to process and You will remain liable for any costs incurred by Us or charged to Your Account for 24 hours after you have provided us with the said notice.
- d) We will do everything reasonably necessary to ensure any revoked authority is noted by Us and enforced, however You release Us from any liability for a period of 2 business days from the date You notify Us of the change in Authorised Persons for Your Account.
- e) In circumstances of alleged fraudulent charges to Your Account (by someone holding themselves out as an Authorised Person) You release Us absolutely for any costs and charges on your Account which have been charged by Us to You in good faith where we have acted reasonably.
- f) We will make best endeavours to identify any Authorised Persons at the time of any charges to Your Account and You will ensure any Authorised Person will provide photographic identification (any Australian issued driver's license, passport or proof of age card) upon request. Failure to provide suitable identification may result in the Products not being released to the individual.

17. WARRANTY

17.1 Warranty Term - Products

We warrant that the Products are free from defects due to faulty manufacture of material. If any of the Products are defective, We will, at our absolute discretion and provided that You have promptly notified Us of any defects and You have not installed the Products, either replace them or reimburse You the price paid in accordance with Your Invoice and, in any event, the limit of Our liability shall be no greater than the Invoice raised for the Products.

For tile Products, no claim shall be made once the tiles have been laid. No tile is guaranteed against crazing.

We will not be liable for any damage to Products which occurs from the use of cleaning products in cleaning the Products.

17.2 No Structural Warranty

We make no representations or warranties concerning the structural adequacy of any natural or man made stone, or any structure on which stone products are to be installed, whether it be cabinetry, wall or floor substrates or surfaces, and We accept no responsibility for the consequences of such stones or installation carried out by Us, by You, by a Third Party Installer or a Third Party Buyer.

17.3 Warranty Claims

In order to claim under the warranty, you must contact us by phone or email to advise us that you wish to make a claim and answer any questions We have.

We will assess whether you are eligible to claim under the warranty and determine, at our option and in accordance with any specific terms that apply to the relevant Products or Services whether to repair or replace, or provide a credit to You.

If We determine the Products needs to be returned, You must return the Products to Us or any other location as advised by Us, at Your expense.

You must return the faulty and faulty Products to Us within 14 days of us requesting You to do so, otherwise Your warranty claim may be voided.

The warranty does not apply to faults caused by any of the following:

- (a) any products not supplied by Us;
 - (b) any interference with or modification to the Products or a failure to use or install the Products in accordance with instructions; or
 - (c) damage caused by You, a Third Party Installer, a Third Party Customer or any other third party (for example misuse or exposure to liquid or excessive heat, storage not in accordance with the manufacturer's instructions, mistreatment of the Products); or
 - (d) an external event (for example a fire or flood).
- (Collectively "Non Covered Events")

If on inspection of the returned Products We determine that the fault was caused by a Non Covered Event, You will be charged for the original Product (or if the original Product has already been paid for, you will not

be entitled to a refund) and the replacement Product, unless:

- (a) you have not used the replacement Product; and
 - (b) you return it to us in its unopened packaging, in which case, you will not be charged for the replacement Product.
- Products presented for repair may be replaced by refurbished Products of the same type rather than being repaired. Refurbished parts may be used to repair the Product in Our absolute discretion.

If the Product is replaced with refurbished equipment, the warranty applies in relation to that refurbished Product from the remainder of the original warranty period or thirty days, whichever is longer.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage.

We will provide You with a replacement Product if the following conditions are satisfied

- (a) your Product does not work on arrival; or
- (b) the fault with the Product has not been caused by a Non Covered Event; and
- (c) you report the fault to us within 14 days of the date you purchased the Product from us.

Where we provide you with a replacement Product, you will be charged for both the original Product and the replacement unit unless you return the original Product to us within 14 days.

18. RETURN OF PRODUCTS – OVER SUPPLY

Tiles may be returned to Us if You have been oversupplied or have changed Your mind, on the following terms only if:

- a) they are in their original undamaged and unopened boxes; and
- b) they are our current stocked colour and shade; and
- c) they are returned to Us within 30 days from the date of Delivery; and
- d) the quantity of stock You return (together with any stock We have on hand) with all stock to contain the same batch number as the tiles to be returned, exceeds 50 square metres; and
- e) except for defective goods, 20% of the invoice cost of the tiles accepted for return is forfeited to European Ceramics as a handling fee; and
- f) relevant Invoice is accompanied with returned product(s).

Please note that:

- a) indent orders from overseas or special orders will not be accepted for return in any circumstances unless the tiles are defective; and
- b) tiles purchased at a special or sale price are not accepted for returns or credits.

For the avoidance of doubt, We have absolute discretion as to whether any returns for credits will be accepted by Us and any such returns are also subject to Your Account being paid in full (if applicable).

19. SUSPENSION OF THE SERVICE

We may suspend the Services and supply of Products to You if:

- a) required by law;
- b) there is a force majeure event;
- c) there is a threat or risk to security to Our employees, agents and / or Installers;
- d) You are in default of this Agreement;
- e) any Account held by You is in arrears;
- f) there is suspected fraud by You or Customer (including in relation to Your Account);
- g) You are considered by Us (in our absolute discretion) to be an unacceptably high credit risk,
- h) An insolvency event occurs;
- i) You die; and / or
- j) You are a business / Wholesale Customer and cease trading.

20. AGREEMENT PREVAILS

Should We enter into any subsequent agreement with You relating to any Products or Services

21. ENFORCEMENT

Should We be required to instruct solicitors to enforce this Agreement against You, such as contacting You to demand the payment of costs and Costs in relation to this Agreement or demand the return of the Product to Us, as well as commence any proceedings against You, You agree and acknowledge that You will be liable for all of our legal costs and expenses on a full indemnity basis.

22. INDEMNITY

We do not guarantee, represent, or warrant that your use of the Product or Service will be uninterrupted or error-free.

You agree that, to the maximum extent permitted by law, any and all liability and responsibility of Us to You, the Third Party Customer, the Owner or any other person under or in connection with this Agreement, or in connection with the Services or the Product, or Your use of or inability to use the Product or the Services is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise providing that such loss or damage has not resulted from Our breach of this Agreement or Our negligent acts or omissions.

Our liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, general and special damages and consequential and incidental loss.

23. PRIVACY

We may use Your address, contact and email account details as provided in this Agreement to provide You with Quotes, Invoices, reminder notices and other administrative notices and receipts from Us.

24. FAULT REPORTING

We will take all possible and reasonable steps to rectify any faults that are required to be rectified by Us in accordance with this Agreement.

25. VARIATIONS TO THIS AGREEMENT

This Agreement may be varied by Us from time to time by notice in writing to You.

26. JURISDICTION

The proper law of this Agreement shall be the law of Western Australia and the parties to this Agreement agree to unconditionally submit to the non-exclusive jurisdiction of the courts of Western Australia.

27. NOTICES

All Notices must be in writing and addressed to the party at their address nominated in this Agreement, or as amended in writing from time to time.

28. ASSIGNMENT OF THIS AGREEMENT

You must not assign any of Your rights or obligations under this Agreement without Our written consent, which may be arbitrarily withheld.

29. ELECTRONIC COMMUNICATION

We will communicate with You via electronic means to the email address provided by You from time to time. For contractual purposes, You:

- a) Consent to receive communications from Us in an electronic form; and
- b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that We provide to You electronically satisfy any legal requirement that such communications would satisfy if it were in hardcopy writing.

30. WAIVER

Subject to any express consent in writing of any of the parties no waiver by any party or any default in the strict and literal performance of, or compliance with, any provision, condition, or requirement of this Agreement shall be deemed to be a waiver of strict and literal performance of, and compliance with, any other provision, condition or requirement, nor to be a waiver of, or in any manner release of, any other party from strict compliance with any provision or requirement in the future or in any manner impair the exercise of any such rights accruing to it.