

- Trading Agreement** Means this agreement between Thompson Bros Pty Ltd ABN 57 115 380 455 ("Us/We/Our") and the Customer ("You/Your") relating to the provision of the services and includes all relevant schedules, forms, specifications, attachments and reference materials annexed hereto.
- Alarm Response Instruction** Means the response type and action instructions selected by You in the connection to a System Event.
- Commencement Date** Means the date set out in the Offer or if the date has been omitted means the date that We commence providing the Services to You.
- Dialler** Means an option relating to Monitoring Services using a telephone land line to alert the Monitoring Centre of an event transmitted by a security alarm system.
- Emergency Services Request Action** Means an option chosen by You in the Alarm Response Instructions which requires Us to use all reasonable endeavours to attempt to contact the emergency service(s) specified such as the police, fire or ambulance service.
- Fees** Means all amounts payable under this Agreement by You to Us for the Security Services.
- Maintenance Services** Means the maintenance service option selected by You in the Offer.
- Monitoring Services** Means the monitoring service option(s), selected by You in the Offer.
- Nominated Contact(s) ("NC")** Means those person(s) nominated by You in the Connection Form to whom We will use Our reasonable efforts to contact You in the event of a System Event.
- Offer** Means the Offer on the face of this document which incorporates these terms and conditions.
- Alarm Response Service(s)** Means an option chosen by You in the Offer which requires attendance at Your premises by Our alarm response staff as soon as practicable during alarm response hours, depending on the location and availability of alarm response staff and which may include entry to Your premises if keys are held by Us.
- Services** Means the services specified in this Agreement comprising any or all of Security Installation, Monitoring Services, Maintenance Services, Alarm Response Instructions, Alarm Response Services and Additional Services as required from time to time during the term of this Agreement.
- Security System** Means the items of equipment, materials, and, scope of work if applicable specified in the Offer.
- SLA** Means the Service Level Agreement between You and Your GPRS network provider that delivers mobile phone services to You.
- Monitoring Centre** Means Our Monitoring Centre carrying out the Monitoring Services under this Agreement.
- System Event** Means an event that is registered electronically on a computerised screen at Our Monitoring Centre requiring operator intervention and action by Us in accordance with the Connection Form.
- Term** Means the period specified in the Offer or where not specified means the period of three years from the Commencement Date for Maintenance Services and/or Monitoring Services provided under this Agreement.

1. INSTALLATION OF SECURITY SYSTEM

- 1.1 We will carry out the Security System installation in the hours between 0830 and 1700 hours Monday to Friday except for public holidays ("Normal Working Hours") with all reasonable skill and care and perform the work in a workmanlike and professional manner.
- 1.2 Title to, and legal ownership of, any part or parts of the Security System purchased by you will pass to you upon delivery. If payment is not made within 90 days of the due date, you authorise us to enter your premises to take possession of the part or parts.
- 1.3 You acknowledge and agree that all cutting of ways, excavation, cable trenching, provision of 240 mains power connections, cable installation, alterations to existing equipment, interfacing with fire, heat or detection systems and lifting equipment required to work at heights are not included in the Security System installation unless specified in the Offer.
- 1.4 We will not be responsible for any disruption of a network, software or equipment caused by the impact of the interface, integration or addition of the Security System.
- 1.5 You shall make the premises available and in such form as to allow us to commence and carry out the Security System installation by the date specified in the Offer. This Agreement is based on us having free and uninterrupted access to the premises at all times, and on the Security System being capable of being installed in a continuous sequence. Should restricted access force us to cease or

suspend work and/or leave the premises and return to premises at a later time, the reasonable costs of doing so may be added by us to the Fees. You agree to ensure that the premises must at all times be a safe working environment and (without limitation) will not contain asbestos or similar hazards.

- 1.6 You shall provide adequate facilities at the premises (including, where required and not otherwise stated, site allowances, parking facilities, premises power, premises lighting, lifting and handling equipment, scaffolding, scissor lifts, elevated work platforms, and rubbish removal skips) at no cost to Us.
- 1.7 If it becomes necessary to pay any additional site allowances the cost of these shall be added to the Fees.
- 1.8 If we have agreed to carry out the Security Service installation based on information provided by you in relation to the condition of the premises and we have quoted on the basis of such advice, any unanticipated problems that might arise on the premises involving extra work or materials may result in us increasing the Fee.
- 1.9 Minor building works including trenching, backfilling and restoration, provision of penetrations, making good, flashing, chasing, console and joinery work, provision of mounting brackets and foundation plinths are to be performed by others at no cost to us.
- 1.10 If we are delayed in reaching completion of the Security System installation by the date agreed between the parties as a result of a delay which is outside its reasonable control then we shall be entitled to a reasonable extension of time to complete the Security System installation.
- 1.11 Should We be delayed in carrying out our work by delays caused by acts or omissions of You, your servants or agents, any contractors or consultants engaged by You or any head contractor or other party to which You have contracted, then We shall be entitled to claim the reasonable costs of the delay from You, and the amount shall be a debt due and owing to Us.
- 1.12 You may, before completion of the Security System installation, request in writing that We vary the scope of the work involved in the Security System installation which We may, at our sole discretion choose to accept. Such works will be conducted in accordance with Clause 4 "Additional Services".
- 1.13 We may substitute products or equipment offered as part of the Security System with technically equivalent or superior products provided You have been informed.

## 2. MONITORING SERVICES

- 2.1 The Fees set by Us under this Agreement are based solely on the value of the services provided and are not related to the value of Your property or the property of others located on the premises. We are not an insurer of the premises, other property or risks and the Monitoring Services cannot be guaranteed to prevent all or any unauthorised entry, loss or damage at the premises and it is strongly advised that You effect and maintain all normal and prudent insurance policies for all usual risks, including fire, burglary, damage and destruction.
- 2.2 Subsistence alarms and low priority alarms may be actioned by an automatic process prior to operator intervention (including but not limited to letter, SMS, email, or fax). We will not be liable if the automated response is not received by You due to a reason outside of Our control.
- 2.3 You have been informed by Us that if the Digital Dialler or GPRS networking option has been chosen by You, the Monitoring Centre will not be aware of a communications failure if the telephone line is severed or disabled between the Monitoring Centre and the security panel in the premises until the next time the panel is programmed to send a test signal to the Monitoring Centre and the Security System will not be monitored by Our Monitoring Centre until such time as a telephone line and/or digital mobile communication is restored.
- 2.4 You acknowledge that equipment or other obstacles must not be placed in front of the Security System detectors at Your premises as such action will either partially or completely restrict the effectiveness of the Security System.
- 2.5 You have been informed that it is Your responsibility to regularly test the Security System in a fully secured condition, to ensure that it is armed, turned on and fully operational and to immediately notify Us if a fault is detected in the Security System.
- 2.6 It is Your responsibility to ensure that Your Connection Form details are current and tailored to suit Your requirements.
- 2.7 You agree to pay a network services provider any charges for installing a new telephone line.
- 2.8 You agree that the provision of Monitoring Services will involve You incurring telephone charges from Your telephone service provider due to regular test and alarm calls made from Your Security System to the Monitoring Centre. In addition, We advise that telephone calls generated from Your Security System to Our in-bound telephone numbers (including programmed test signals) will be included in determining call volumes for Our receipt of rebate or revenue share payments from Our telecommunication provider. You acknowledge that You will be liable to Your service provider for all communication costs incurred.

- 2.9 You must promptly notify Us of any break-in or attempted break-in to the premises and allow Us to access the premises whenever We reasonably require for testing the Security System and its operational performance.
- 2.10 You have been informed that even if a Security System is serviced in accordance with the recommendations of the relevant Australian Standards, this does not guarantee that the Security System will operate if failure is caused by technical or other causes outside Our control.
- 2.11 You confirm that You have been advised of the different monitoring technologies available and you elected to choose the monitoring technology specified in the Offer.
- 2.12 We cannot take any steps on receiving an alarm except as directed by You and specified in the Connection Form.
- 2.13 Any expenses associated with any Emergency Services Request Action provided to You including charges made by the fire brigade or the police must be paid by You directly to the specific emergency services requested. For New South Wales customers all calls made to the NSW Police Force in relation to alarm notifications or cancellations will attract a fee, which will be invoiced by Us to You.
- 2.14 Police will not be contacted unless requested by You as part of an Emergency Services Request Action and then only in a manner consistent with prevailing police procedures relevant to alarm notification.
- 2.15 Telephone calls received by or placed with Us to You or any of the NC's may be monitored and recorded for quality and security purposes. You must advise your staff members and NC's of the requirements of this clause.
- 2.16 We will use all reasonable endeavours to notify Your NC's specified in the Connection Form by telephone and undertake to carry out the Alarm Response Instructions requested by You.
- 2.17 If You have requested a Alarm Response Service as an Alarm Response Instruction then You acknowledge and agree that:
- (a) The Alarm Response Officer will visually inspect all points of entry, visually inspect all glazed areas, report any observed security breaches to the NC, implement nominated after hours instructions, and provide an attendance report.
  - (b) If the Alarm Response Officer holds keys for the premises, the Alarm Response Officer will also inspect alarmed areas as per agreed documented Your instructions, re-arm or re-set the alarm panel, and if instructed by the NC, arrange to re-secure the premises by placing an officer at the Premises or shuttering at Your cost. It should be noted that placement of an officer will result in a minimum four (4) hour charge at Our standard rates applicable at the time.
  - (c) The Alarm Response Officer will not apprehend offenders where there is a potential safety risk or enter an area of potential risk or in cases where the Alarm Response Officer does not hold keys to the premises; will not enter the site and including entry through secured gates or into areas where access cannot be gained, or re-arm the alarm system.
  - (d) Should the Alarm Response Officer detect a security breach or break and enter, the Alarm Response Officer will contact the Monitoring Centre with details of the break and enter. The Monitoring Centre will contact a NC seeking instructions, conduct a visual check of the break and enter area, if practical attempt to secure the crime scene and assist in ensuring potential evidence is not destroyed or compromised, await the attendance of Police and / or the NC and not leave until authorised to do so by the Monitoring Centre and take appropriate action to minimise loss and or damage as per the NC instructions and at Your cost.
  - (e) Alarm Response Services are included as part of the security services. Alarm Response Services are shared with other customers of Ours and You agree and acknowledge that exceptionally busy periods and/or unforeseen circumstances may occasionally prevent attendance at Your premises. We shall have no liability to You in respect of any non-performance or delays in delivery of any Alarm Response Services so caused.
- 2.18 Alarm Response Services are provided upon request. Each attendance at Your premises in response to an alarm activation constitutes an event. Each event will be charged at Our standard rates applicable at that time. We make no warranty as to response times or loss prevention with regard to the provision of Alarm Response Services.
- 2.19 Where a smoke detector alarm System Event is received by the Monitoring Centre, We will only contact the fire brigade if You have requested such Emergency Service Request Action.
- 2.20 If You need to amend any details in the Connection Form, including the NC's and the Alarm Response Instructions, You may vary the details either in writing, or orally and then immediately confirm them in writing.
- 2.21 If We discover that the details in the Connection Form contains manifestly wrong information or the information is manifestly inconsistent with the Monitoring Services, We will contact You to resolve the error and correct its records and obtain written confirmation from You regarding the correction.
- 2.22 We may vary the Alarm Response Instructions selected by You under this Agreement to comply with applicable State laws and Australian Standards. You agree to be bound by any such variation. We will notify You as soon as reasonably practicable of any such variation.

2.23 You acknowledge that if the Monitoring Services are terminated for any reason, You indemnify Us against all costs and expenses incurred for any work required to disconnect or reprogram the alarm Dialler, any related Dialler expenses and any failure by You or a third party to undertake this work. Where You or a third party does not engage Us to carry out the above mentioned work specified in this clause, You will continue to incur telephone charges for programmed test signals and alarm activations until disconnection has occurred.

### 3. MAINTENANCE

3.1 You agree and acknowledge that fully Comprehensive Maintenance Services do not include work required to be done to repair a defect or damage which is caused by Your negligence, fault, neglect, abuse or incorrect use, including not servicing or maintaining the Security System in accordance with the manufacturer's instructions.

3.2 Any repair or defect services required by You under clause 3.1 will be regarded as Additional Services (as defined in clause 4.1) and You must pay Our costs for such services in accordance with clause 4. You acknowledge that it is Your responsibility to pay the cost of replacement batteries for the Security System.

3.3 Unless agreed otherwise in this Agreement all Maintenance Services will be performed during Normal Working Hours.

3.4 If We have not carried out an inspection of Your existing security system prior to the Commencement Date of this Agreement, any failure of this security system to perform within twenty eight (28) days after the Commencement Date will entitle Us to the payment of all costs incurred in relation to such failure.

3.5 We are not liable for any claims made for injury, loss or damage caused to You resulting from any failure on Our part to provide the agreed Maintenance Services due to Your failure to give Us access to the premises for such services.

3.6 If You fail to give Us access to the premises for the purpose of carrying out Maintenance Services after having requested Us to do so, We may be entitled to keep for Our benefit that part of any prepaid Fees received from You which is equivalent to Our direct cost incurred in arranging the relevant Maintenance Services.

### 4. ADDITIONAL SERVICES

4.1 If You ask Us to provide Additional Services and We agree, the terms of this Agreement apply to the Additional Services (defined as additional services or equipment provided by Us to You not specifically requested by You at the date of this Agreement but offered by Us as part of its overall Services) and You must pay for the Additional Services at the following rate(s):

(a) if We have quoted an amount before providing the Additional Services, the amount quoted; and

(b) if We have not given any quote, an amount calculated for the Additional Services provided at Our standard rates for such Additional Services applicable at that time.

### 5. FEES AND CHARGES

5.1 You agree to pay for the Services elected in the Offer in accordance with this Agreement.

5.2 For Security System Installation You agree to pre-pay Us 20% of the total amount due within 14 days of acceptance of the Offer, or if works are to commence prior to 14 days elapsing, then prior to the commencement of the Installation.

5.3 Subject to clause 5.2 for Security System Installation and if You have an approved credit account with Us, You shall pay to Us the final total amount due within thirty (30) days of the date of invoice, without set-off, deduction or discount of any kind.

5.4 You acknowledge that We may issue progress payment invoices to You progressively during security system installation for work completed or equipment purchased and held in store by Us. Each progress payment invoice is due and payable within seven (7) days of the date of invoice.

5.5 Where You have selected Monitoring and/or Maintenance Services under this Agreement, You agree to pay for such services at the time(s) and in the amounts specified in the Offer and the Payment Schedule. Unless otherwise agreed between Us and You, You agree to promptly pay the Fees payable to Us during the Term either by direct debit of Your nominated account or other automated payment system selected by You in the Payment Schedule and You agree to sign the Payment Schedule to give effect to this undertaking.

5.6 Should You delay making payment to Us, We shall have the right to charge interest on the outstanding amount at the rate of 2% above the 30 day bank bill rate specified by Westpac Banking Corporation at the relevant time. Interest accrues daily from (and

including) the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days. You will be required to pay all Fees due to Us upon receipt of this notice and You will be charged the reasonable cost of all expenses, including legal costs incurred in the enforcement of the notice of default.

- 5.7 We may offset any amounts We reasonably consider due to Us under this Agreement as a credit against any amounts payable by You under this Agreement.
- 5.8 Where any supply of Services under this Agreement is or becomes subject to Goods and Services Tax ("GST") an amount equal to GST paid or payable for that supply will be added to the amount exclusive of GST paid or payable for that supply under this Agreement.
- 5.9 Where any of the Fees have been included with Our consent, in rentals payable to a lessor for Your lease of the Security System, the parties acknowledge that these Fees have been included in the rentals at Your request under a direction given by You to the lessor to have those Fees paid by the lessor to Us.
- 5.10 Payment of Fees due within the period agreed between the parties is a fundamental term of this Agreement and to the maximum extent permitted by law, We will have no liability to You for Our acts or omissions or for any work required to be undertaken by Us under this Agreement if the circumstance or event which would otherwise give rise to liability occurs at a time when You are in breach of payment obligations to Us.
- 5.11 You acknowledge and agree that We may adjust the Fees annually for Monitoring and/or Maintenance under this Agreement. Any adjustment to the Fees will be advised in writing to You.

## 6. LIMITATION OF LIABILITY

- 6.1 Nothing in this Agreement excludes, restricts or modifies the application of the provisions of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of this Agreement to be void.
- 6.2 We will have no liability for any statements, representations, guarantees, conditions or warranties (collectively referred to as 'representations') not expressly contained in this Agreement.
- 6.3 Where We breach Our obligations under this Agreement, We agree at Our election to re-supply the Services or to pay to have the cost of those Services supplied again or the replacement or repair or repayment of the goods as the case may be to the total value of the Fee paid by You under this Agreement. We shall to the maximum extent permitted by law have no liability whatsoever to You in respect of any act or omission on its part for any work required to be undertaken by Us pursuant to this agreement if the circumstances or event which would otherwise give rise to liability occurs at a time when You are in breach of Your payment obligations to Us.
- 6.4 In no event shall We be liable for consequential or other loss including loss of profit, loss of income, loss of rental, loss of production, loss of actual or potential business opportunity or loss of reputation for any reason whatsoever.
- 6.5 Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Us to You, whether in contract, tort (including negligence) or otherwise, will be limited to the value of payments received.
- 6.7 To the extent permitted by law, You agree that to the extent that any loss or damage suffered by You is attributable to negligence, fault or lack of care on Your part or on the part of any person for whom You are responsible or due to a defect in the Customer Materials (as defined in 8.2) provided to Us, We are not liable (in contract, tort or otherwise) for the loss or damage.
- 6.8 You agree that Our liability under this clause will be reduced to the extent that any loss, damage or expense was caused by You or a third party including through breach of this Agreement or through any act or omission of You.
- 6.9 You acknowledge and agree that it is reasonable for Us to limit Our liability under this Agreement.
- 6.10 To the extent permitted by law, We will not be liable to You for matters not notified within three months of the date of completion of this Agreement.

## 7. WARRANTY

- 7.1 The Security System supplied by Us to You under this Agreement is covered by a warranty which shall commence at the completion of the Security System Installation for a period of twelve (12) months.
- 7.2 During the Warranty Period any Security System equipment which proves to be faulty will be repaired or replaced by Our option and Our expense.

- 7.3 The warranty provided under this Agreement is dependent upon regular service work being carried out to Australian Standard AS2201.1. We will carry out this service work if You elect in the Offer to receive Maintenance Services.
- 7.4 The parties agree that when evaluating a claimed defect of the Security System, due allowance shall be made for fair wear and tear of any equipment supplied as part of the Security System. Should You or any other party attempt to carry out repairs, mal-operate the Security System, or modify it in any way during the Warranty Period without Our permission, We shall be relieved of Our obligations under the warranty provisions.
- 7.5 In addition, the warranty does not cover work required to be done to repair a defect or damage which is caused by Your negligence, fault, neglect, abuse or incorrect use of the Security System equipment or caused by circumstances outside Our control or the control of the manufacturer including as a result of vandalism, fire, water damage, power surge or other act of God.
- 7.6 Equipment connected to any of Your existing systems may, at Our reasonable discretion, be excluded from Our obligations under the warranty.
- 7.7 Work under the warranty provisions shall be carried out during Normal Working Hours.

## 8. INTELLECTUAL PROPERTY

- 8.1 We retain all rights, title and interest subsisting in any design(s), documentation, diagrams or plans and other information and materials ("Thompson Bros Materials") supplied to You for the purposes of carrying out the Services under this Agreement.
- 8.2 Where You supply any design(s), documentation, diagrams or plans and other information and materials ("Customer Materials") under this Agreement, You retain all right, title and interest in such Customer Materials but grant Us a perpetual, irrevocable, royalty free non-exclusive licence to use, reproduce and modify the Customer Materials to enable Us to fulfil Our obligations under this Agreement. You agree to accept full responsibility for all Customer Materials provided to Us under this Agreement and agree to indemnify Us for any action, claim, liability, cost or expense arising out of any threatened or actual infringement of intellectual property rights arising out of the use by Us of the Customer Materials.

## 9. SMOKE DETECTION SYSTEMS

- 9.1 You acknowledge that any smoke alarm detection equipment sold and installed, serviced, maintained or monitored by Us as part of an intruder alarm security system:
- (a) is not intended for the purposes contemplated by and does not comply with AS1670-2004 Fire Detection, Warning, Control and Intercom Systems, nor with any other applicable standards, Building Codes, Development Applications or legislation relating to fire alarm equipment and installation;
  - (b) it is Your responsibility to ensure that where such requirements in (a) above apply fire alarm equipment to the standard required by legislation and Australian Standards is installed by others at Your premises in addition to any smoke detection equipment installed in the premises at Your request by Us;
  - (c) must be serviced in accordance with the manufacturer's specifications, and it is Your responsibility to arrange such servicing.
- 9.2 Smoke detection equipment sold, installed and serviced by Us are not lifesaving equipment and must not be relied upon by You for the purposes of meeting any legislation, Australian standards, Building Codes, Development Applications or for insurance purposes.

## 10. TERM AND TERMINATION

- 10.1 We may terminate the Security System installation at any time by providing thirty (30) days written notice to You.
- (a) Either party may terminate this Agreement if:
    - (i) the other party commits any material or persistent breach of its obligations under this Agreement which in the case of a breach capable of remedy, shall not have been remedied within 14 days of receipt by the party in breach of a notice identifying the breach and requiring its remedy or such other reasonable period depending on the circumstances); or
    - (ii) the other becomes insolvent or where an individual becomes bankrupt or enters into a scheme or arrangement with creditors.

- (b) Termination under this clause must be effected by written notice served on the other party. Termination under this clause shall be without prejudice to any rights that may have accrued for either of the parties before termination and all sums due under this Agreement shall become payable in full when termination takes effect.
- 10.2 If You wish to terminate or cancel this Agreement for Monitoring and/or Maintenance Services prior to the expiry of the Term, You will be required to pay the remaining payments up to the end of the contract term.
- 10.3 You are advised that upon termination or expiration of this Agreement the Security System must be decommissioned. See clause 2.23.
- 10.4 The parties agree that if the Security Services continue beyond the Term, this Agreement will remain in force until a party gives three (3) months written notice to the other party of its intention to terminate in which event the Agreement will terminate on the expiry of the three (3) month period.

## 11. DISPUTE RESOLUTION

- 11.1 The parties agree that they must initially use all reasonable endeavours to resolve any dispute arising under this Agreement within 10 business days of a party being advised by written notice of such a dispute.
- 11.2 If the parties are unable to resolve the dispute within that time frame they must refer the dispute to an executive officer from each party to resolve. The parties will again use all reasonable endeavours to resolve the dispute within a further 10 business days or such other reasonable period agreed between the parties.
- 11.3 If the dispute is not resolved in accordance with clause 11.2, the parties may either agree to refer the matter to Mediation or some other form of alternative dispute resolution or commence legal proceedings.

## 12. FORCE MAJEURE

We will not be in breach of this Agreement or be liable to the other party if We fail to perform or delay in the performance of an obligation as a result of an event beyond Our reasonable control, including but not limited to strikes, industrial disputes, fire, flood, act of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, legislation, regulation, order or other act of any government or governmental agency.

## 13. DISCLOSURE AND USE OF PERSONAL INFORMATION

We collect Your personal information for the purpose of providing You with the services under this Agreement and information regarding Our security products and systems in accordance with the Privacy Act 1988 (Cth). We may disclose Your personal information to other organisations that assist Us in the provision of these services including related bodies corporate, subcontractors and relevant banking or financial authorities. You may view Our Privacy Statement and Policy at [www.thompsonbros.com.au](http://www.thompsonbros.com.au)

## 14. CREDIT ENQUIRIES

14.1 You agree that if We require financial information about You for any application for credit on terms which attract the operation of the Privacy Act 1998 (Cth), by entering into this Agreement, You specifically agree and acknowledge that We may:

- (a) disclose to a credit reporting agency certain personal information about You including information contained in this application, Your identification, the amount of credit applied for, payments overdue by more than 60 days, advise the payments are no longer overdue, a serious credit infringement which We believe You have committed; and the discharge of Our credit facility (if granted one);
- (b) in assessing the application for credit and any later request for credit, We may obtain from a credit reporting agency a credit report containing personal credit information, information about commercial activities or commercial worthiness;
- (c) provide to or obtain from any credit provider(s) named in a credit report information about Your personal or commercial credit arrangements including information relating to credit worthiness, credit standing, credit history; or credit capacity.

If We approve Your application for credit, Your consent and acknowledgement in this Agreement will remain in force until the full amount owing to Us under the credit facility is paid.

15. GENERAL

- 15.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, contracts, statements and understandings, whether verbal or in writing. All other terms and conditions are excluded to the fullest extent permitted by law including any terms and conditions which You may seek to impose. The terms, provisions and conditions of this Agreement may only be varied by agreement in writing between the parties.
- 15.2 No right under this Agreement will be deemed to be waived except by notice in writing signed by each party and any failure by Us to enforce any clause of this Agreement, will not be construed as a waiver of Our rights under this Agreement.
- 15.3 Should any part of this Agreement for any reason be held to be invalid, unenforceable or illegal, such judgment or holding will not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the part of this Agreement directly involved in the matter of proceeding and the remainder of this Agreement will remain in full force and effect.
- 15.4 The Agreement is entered into subject to satisfactory credit approval of You by Us.
- 15.5 If any provision of this Agreement or part thereof is found by any court or administrative body of competent jurisdiction to be unenforceable or illegal, the other provisions of the Agreement will remain in force.
- 15.6 This Agreement is subject to the law of Victoria and the parties submit to the jurisdiction of the courts of Victoria.
- 15.7 The section headings in this Agreement are used for convenience only, are not substantive, and shall not be interpreted to define, describe, or otherwise limit the interpretation of the provision under the section headings or of the Agreement as a whole.
- 15.8 We have the right to subcontract our rights and obligations under this Agreement