

## TERMS & CONDITIONS

The following are Reward Supply Co Pty Ltd trading as Reward Hospitality, terms and conditions for the supply of Products and Services to Customers. Please read these Terms & Conditions carefully.

### IT IS AGREED:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this agreement, unless the context clearly indicates otherwise:

**agreement** means these Terms & Conditions together with any schedules, annexures, Orders and proposals and any Application for Credit Account;

**Application for Credit Account** means any Application for 30 Day Credit Account form for the provision of credit by the Company signed by the Customer and Company;

**Business Day** means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Queensland, Australia and concludes at 5 pm on that day;

**Company** means Reward Supply Co Pty Ltd together with its related parties, successors and assigns;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Customer** means a party who requests supply of Products and/or Services by the Company;

**Delivery** means the delivery of the Products to the Delivery Address in accordance with the Terms & Conditions;

**Delivery Address** means the place for Delivery notified by the Customer to the Company from time to time;

**Equivalent Products** means products that are the same as or similar to, or otherwise compete with, the Products;

**Force Majeure** means any act or occurrence beyond the reasonable control of the party liable to perform an obligation under this agreement which has arisen through no fault or negligence of that party;

**Guarantors** means each party named as a Guarantor in any Application for Credit Account or other document entered into with the Company separately and collectively where there is more than one (1) and any Guarantor's personal representative;

**GST** means any form of Goods and Services tax payable under the GST Law;

**GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Insolvency Event** means the occurrence of any one (1) or more of the following events in relation to a party:

- (a) an application to a court for an order that the party be wound up, declared bankrupt or that a provisional liquidator or receiver and manager be appointed, unless the application is withdrawn, struck out or dismissed within fourteen (14) days of it being made;
- (b) appointment of a liquidator or provisional liquidator;
- (c) appointment of an administrator or a controller over any of the party's assets;
- (d) entry by the party into an arrangement or composition with one (1) or more of its creditors, or an assignment by the person for the benefit of one (1) or more of its creditors;
- (e) a proposal by a party of a reorganisation, moratorium, deed of company arrangement, administration or other agreement involvement or with one or more of its creditors;
- (f) the proposed winding up or dissolving of a party;
- (g) a party becomes insolvent as disclosed by its accountants or otherwise, states that it is insolvent or it is presumed to be insolvent under an applicable law;
- (h) a party becomes insolvent or under administration as defined in the Corporations Act or action is taken which could result in that event;
- (i) a party is taken to have failed to comply with a statutory demand in accordance with the Corporations Act;
- (j) a notice is issued under sections 601AB or 601AA of the Corporations Act;
- (k) a writ of execution is levied against the person or a party's property; or
- (l) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs in this definition.

**Invoice** means an invoice for Products and Services in the format provided by the Company to the Customer from time to time;

**parties** means the Customer or the Company and **party** means any of them;

**PPSA** means the *Personal Properties Security Act 2010* (Cth);

**PPSR** means the Personal Properties Security Register;

**Price** means the price for the Products and Services as indicated on any Invoice;

**Pricing Schedule** means Company's current pricing schedule for the Products and Services as attached to this agreement and as advised by the Company to the Customer from time to time;

**Products** means the Products specified in the Schedule and such other products agreed between the Company and the Customer to be supplied from time to time;

**Products and Services** mean Products and/or Services supplied by the Company to the Customer;

**Order** means an order placed by the Customer with the Company for the Products and Services pursuant to these Terms & Conditions;

**Services** mean any services provided by the Company to the Customer and any complimentary or necessarily incidental services provided by the Company;

**Statement Date** means the last day of the month in which the Company issues an Invoice for the payment of the Products and/or Services;

**Terms & Conditions** means these terms and conditions for the supply of Products and Services by the Company to the Customer (as varied from time to time).

##### 1.2 Interpretation

In these Terms & Conditions, unless the context clearly indicates otherwise:

- (a) a reference to a natural person includes their personal representatives, successors and permitted assigns;
- (b) a reference to a corporation includes its successors and permitted assigns;
- (c) a reference to a breach of warranty includes that warranty not being complete, true or accurate;
- (d) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (e) a reference to a time is to that time in Queensland, Australia;
- (f) If the time for doing any thing to be done under this agreement expires on a day other than a Business Day, the time for doing that act will be extended until the next Business Day.

#### 2. ACCEPTANCE

(a) Upon acceptance of these Terms & Conditions by the Customer, the Terms & Conditions are binding and can only be amended with the written consent of the Company.

(b) The Customer shall give the Company not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by the Company as a result of the Customer's failure to comply with this clause.

(c) Products and Services are supplied by the Company only on the Terms & Conditions to the exclusion of anything to the contrary in the terms of the Customer's Order notwithstanding that any such Order is placed on terms that purport to override these Terms & Conditions. Ecolab Products are supplied on the ETC and these Terms & Conditions (as varied by the ETC).

#### 3. SUPPLY

(d) The Company must supply the Products and Services to the Customer on these Terms & Conditions.

(e) The Customer will be responsible for ensuring that any Products ordered by the Customer from the Company are suitable for their intended use by the Customer.

#### 4. ORDERS

(f) The Customer must order Products from the Company using the Company's nominated order process as advised by the Company from time to time.

(g) Any Orders placed by telephone will be processed by the Company and confirmed in writing by the Customer. The Company's record of telephone order will prevail in the event of any discrepancy.

(h) The Company may in its discretion accept or reject any Order.

(i) Any variation to the Order requested by the Customer may be accepted or rejected by the Company in its sole discretion. The Company may apply additional terms to any variation of Order.

(j) The Company may cancel any Order or cancel Delivery at any time before the Products are delivered by giving notice to the Customer. On giving such notice the Company will repay to the Customer any sums paid in respect of the Price. The Company will not be liable for any loss or damage whatsoever arising from such cancellation.

(k) In the event that the Customer cancels Delivery, the Customer will be liable for any loss incurred by the Company (including, but not limited to, any loss of profits) up to the time of cancellation. The Company reserves the right to charge the Customer a restocking fee being the amount which is the greater of twenty percent (20%) of the Price or thirty dollars (\$30.00) (**Restocking Fee**).

#### 5. PRICE

(l) In consideration of the Company providing the Products and Services to the Customer in accordance with these Terms & Conditions the Customer will pay the Price to the Company in accordance with this clause.

- (m) The Customer must pay the Company the Price within thirty (30) days from the Statement Date. Time for payment of the Price is an essential term of this agreement.
  - (n) The Company reserves the right to change the Price:
    - (i) if a variation to an Order is requested by the Customer; or
    - (ii) in the event of changes to the Pricing Schedule provided that thirty (30) days prior written notice has been given to the Customer.
  - (o) At the Company's sole discretion:
    - (i) a non-refundable deposit may be required on any Order; and/or
    - (ii) a minimum order surcharge may be charged on any Order which is less than the minimum required.
  - (p) The Company reserves the right to charge the Customer interest on overdue payments calculated at the rate of one and a half percent (1.5%) per month from the due date of the relevant Invoice and up to and including the date of payment in full of the due amount (including any interest incurred).
  - (q) The Customer agrees to pay the Company a collection fee being the amount equal to fifteen percent (15%) of the amount outstanding (if the account is referred to a collection agency and if permitted by law), any expenses (including legal costs on an indemnity basis and any collection agency costs [if permitted by law]) incurred by the Company in connection with the collection of any outstanding amount that may be due by the Customer to the Company.
  - (r) In the event that a Customer's payment is dishonoured for any reason, the Customer will be liable for any dishonour fees incurred by the Company.
  - (s) In the event that the Customer fails to make any payment pursuant to these Terms & Conditions, the Company may at its discretion terminate or suspend all or any of the provision of the Products and Services and take such action as is available to the Company pursuant to these Terms & Conditions and at law generally.
  - (t) The Company shall be entitled at any time to set-off any moneys then or contingently owed to the Company by the Customer against any debt the Company owes to the Customer.
- 6. DELIVERY**
- (u) The Company must provide the Products to the Customer at the Delivery Address.
  - (v) Delivery of the Products shall take place when the Customer takes possession of the Products at the Delivery Address and signs a delivery receipt or the Customer's nominated carrier takes possession of the Products and signs a delivery receipt in which event the carrier shall be deemed to be the Customer's agent.
  - (w) The Customer and the Company agree that the Company will charge a delivery fee for Delivery in addition to the Price. The delivery fee will be as set out in the Pricing Schedule.
  - (x) In the event the Company's delivery trucks are held at the Delivery Address for more than one (1) hour, the Company may charge the Customer an additional delivery cost (for the delivery delay incurred).
  - (y) At the discretion of the Company, any deferred Delivery will incur a weekly storage charge equal to the greater of twenty five dollars (\$25.00) or one percent (1%) of the saleable value of the Products (or part thereof).
  - (z) Delivery of the Products to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
  - (aa) The Company may deliver the Products in separate instalments. Each separate instalment may be invoiced separately.
  - (bb) The Customer is responsible for providing the right equipment and facilities for receiving the Products. Unloading of Products shall be the Customer's responsibility and the Company will not be responsible for any loss or damage resulting from the unloading of the Products by the Customer or by anyone on its behalf, or by the Company's employee or agent.
  - (cc) Where the Company (or its agent) enters the Customer's property, the Company accepts no responsibility for any damage caused by the Company or its agent to the property of the Customer as a result of Delivery.
  - (dd) A quantity, description, date, time and place of Delivery as shown on any Invoice (or delivery docket) will be conclusive evidence of quantity, description, date, time and place of delivery of such Products.
  - (ee) Any time or date given by the Company to the Customer for delivery or provision of Services is an estimate only. The Customer must still accept delivery of the Products even if late and the Company will not be liable for any loss or damage incurred by the Customer as a result of any Delivery being delayed or late.
  - (ff) The Company will not be responsible for any delay or any other such thing or matter relevant to the supply of Products and Services caused by any Force Majeure.
  - (gg) If the Customer refuses to take delivery of the Products and/or Services, a Restocking Fee will be charged by the Company to the Customer.
  - (hh) The Customer must ensure that all relevant health and safety regulations are observed and other appropriate steps taken with respect to the handling, storage and use of the Products at all times.
- 7. TITLE**
- (ii) The Customer and the Company agree that ownership of and title to the Products will only pass to the Customer once the Customer has paid the Company all amounts owing for the Products.
  - (jj) Receipt by the Company of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
  - (kk) It is further agreed that:
    - (i) until ownership of the Products passes to the Customer in accordance with these Terms & Conditions the Customer is only a bailee of the Products and must return the Products to the Company on written request;
    - (ii) the Customer holds the benefit of the Customer's insurance of the Products on trust for the Company and must pay to the Company the proceeds of any insurance in the event of the Products being lost, damaged or destroyed;
    - (iii) the Customer must not sell, dispose, or otherwise part with possession of the Products other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Products then the Customer must hold the proceeds of any such act on trust for the Company and must pay or deliver the proceeds to the Company on demand;
    - (iv) the Customer must not convert or process the Products or intermix them with other Products but if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Company and must sell, dispose of or return the resulting product to the Company as it so directs;
    - (v) the Customer irrevocably authorises the Company to enter any premises where the Company believes the Products are kept and recover possession of the Products;
    - (vi) the Company may recover possession of any Products in transit whether or not Delivery has occurred;
    - (vii) the Customer will not charge or grant an encumbrance over the Products nor grant nor otherwise give away any interest in the Products while they remain the property of the Company; and
    - (viii) the Company may commence proceedings to recover the Price of the Products sold notwithstanding that ownership of the Products has not passed to the Customer.
- 8. RISK**
- (ll) All risk in the Products passes to the Customer on Delivery.
  - (mm) If any of the Products are damaged or destroyed following Delivery but prior to ownership passing to the Customer, the Company is entitled to receive all insurance proceeds payable for the Products. The production of these Terms & Conditions by the Company is sufficient evidence of the Company's rights to receive the insurance proceeds without the need for any person dealing with the Company to make further enquiries.
  - (nn) If a Customer requests the Company to leave Products outside the Company's premises for collection or to deliver the Products to an unattended location then such Products shall be left at the Customer's sole risk.
- 9. SECURITY INTEREST**
- (a) In this clause **financing statement**, **financing change** and **security interest** have the meaning given to it by the PPSA; **security agreement** means the security agreement under the PPSA created between the Customer and the Company pursuant to these Terms & Conditions.
  - (b) The Customer acknowledges and agrees that this agreement constitutes a security agreement for the purposes of the PPSA and creates a security interest in all Products previously supplied and to be supplied in the future by the Company to the Customer.
  - (c) The Customer undertakes to:
    - (i) 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:
      - (A) register a financing statement or financing change statement in relation to a security interest on the PPSR;
      - (B) register any other document required to be registered by the PPSA; or
      - (C) correct a defect in any statement;
    - (ii) indemnify, and upon demand reimburse the Company for all expenses incurred in registering a financing statement or financing change statement on the PPSR or releasing any Customer charged thereby;
    - (iii) not register a financing change statement in respect of a security interest without the prior written consent of the Company;
    - (iv) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Customer or Products in favour of a third party without the prior written consent of the Company.
  - (d) The parties agree that sections 96, 115 and 125 of the PPSA do not apply to the security interest created by this agreement.

- (e) To the extent permitted by law:
    - (i) the Customer waives its right to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA;
    - (ii) the Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA; and
    - (iii) Unless otherwise agreed to in writing by the Company, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
  - (f) The Customer will unconditionally ratify any actions taken by the Company under this clause.
  - (g) Subject to any express provisions to the contrary nothing in this agreement is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 10. DEFECTS AND RETURNS**
- (h) The Customer must inspect the Products on Delivery and must within five (5) days of Delivery, notify the Company in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote in respect of the Products. Upon such notification the Customer must allow the Company (or its nominee) to inspect the Products. A failure to report within the five (5) day period will result in the Customer waiving any right to claim against the Company for any discrepancy.
  - (i) A return of a Product will only be accepted provided that:
    - (i) the Customer has complied with the Terms & Conditions; and
    - (ii) full particulars of the Products to be returned are provided to the Company in writing, including item codes, quantities, batch numbers, invoice number and reason for return;
    - (iii) the Company has agreed in writing to accept the return of the Products; and
    - (iv) A Return Authority (RA) (as provided by the Company upon request) is provided to the Company;
    - (v) the Products are returned at the Customer's cost within seven (7) days of Delivery (except in the case of defective Products or the Products are damaged by the Company's shipping error or an excess quantity of the Products being delivered due to the Company's shipping error, in which case the Company will arrange for collection of Products);
    - (vi) the Products are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
  - (j) The Company will only accept the return of Products for credit where:
    - (i) the Customer has complied with this clause and the Terms & Conditions; and
    - (ii) the Products are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances except in the case of defective Products that were not identified by the Customer until the Products were removed from their packaging or the Products have been opened or their packing damaged as a result of the Company's shipping error; and
    - (iii) the Products have a minimum of six (6) months shelf life remaining after their return and are available in the Company's current range of items available for sale.
  - (k) The Company will not be liable for Products which have not been stored, used and/or handled in a proper manner or used for any purpose other than that for which they were designed.
- 11. WARRANTIES & LIABILITY**
- (l) To the extent permitted by law, the Company does not warrant the following:
    - (i) any Products which are not manufactured by the Company, and in that case the Customer will only have the benefit of the warranty (if any) of the manufacturer which forms part of the contract between the Company and the manufacturer;
    - (ii) defects or deterioration to any Product which, in the opinion of the Company, have been caused by careless or improper handling, negligence, misuse, non-adherence to operating, cleaning, care or maintenance instructions; and
    - (iii) the Company does not have to repair or replace any Product if the Product has been interfered with, modified, disassembled, misused, improperly or inappropriately used, damaged or not maintained in accordance with the manufacturer's instructions.
  - (m) The Customer acknowledges and agrees that they have had the opportunity to review the variety of Products offered by the Company together with their specifications and quality and that unless specifically stated otherwise, the Product is fit for use. The Company will not be liable to the Customer in any way for any costs, damage or loss of any kind whatsoever (including, without limitation, liability for direct, indirect, special or consequential loss or damage) incurred or sustained by the Customer or any third party arising from or in connection with the Product and any damage caused.
  - (n) Where Regulation 90 of the Australian Consumer Law applies in respect of any warranty for defects, the Customer can, at its cost, contact the Company at 13 Business Street, Yatala Qld 4207 or on 1800 Reward (739273) and provide the Company with details of the good, a description of the defect, the Customer's details and proof of purchase. The Company will then process and advise the Customer on its claim in a timely manner. The Company will make, at its own discretion, an election to either replace or repair the Products.
  - (o) Where applicable: The Company's goods come with guarantees that cannot be excluded under the Australia Consumer Law. You are entitled to a replacement or refund for major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does amount to a major failure. The benefits under the warranty are in addition to other rights you may have at law.
  - (p) For the purpose of making any claim under this clause, the Customer must:
    - (i) immediately upon becoming aware of circumstances giving rise to a claim, notify the Company in writing setting out full details of the claim;
    - (ii) provide the Company with proof of purchase of the Products in relation to its claim; and
    - (iii) allow the Company, its employees and/or agents full and free access to the Products in relation to which the claim is made and to the place where the Products are located for the purpose of conducting any inspection and tests that the Company may in its absolute discretion consider necessary to determine whether the claim is justified or not.
- 12. COMPETITION AND CONSUMER ACT 2010 (CCA)**
- (a) Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these Terms & Conditions (**Non-Excluded Guarantees**).
  - (b) The Company acknowledges that nothing in these Terms & Conditions purports to modify or exclude the Non-Excluded Guarantees.
  - (c) Except as expressly set out in these Terms & Conditions or in respect of the Non-Excluded Guarantees, the Company makes no warranties or other representations under this agreement including but not limited to the quality or suitability of the Products. The Company's liability in respect of these warranties is limited to the fullest extent permitted by law.
  - (d) If the Customer is a consumer within the meaning of the CCA, the Company's liability is limited to the extent permitted by the CCA.
  - (e) If the Company is required to replace the Products or resupply the Services under this clause or the CCA, but is unable to do so, the Company may refund any money the Customer has paid for the Products or for the supply of the Services.
  - (q) If the Customer is not a consumer within the meaning of the CCA, the Company's liability for any defect or damage in the Products is:
    - (i) limited to the value of any express warranty provided to the Customer by the Company;
    - (ii) limited to any warranty to which the Company is entitled, if the Company did not manufacture the Products;
    - (iii) otherwise negated absolutely.
  - (r) For the avoidance of doubt the Company is not liable in any respect for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply of the Products and Services or arising out of the Company's negligence or in any way whatsoever.
- 13. GST**
- (s) Words used in this clause that are defined in the GST Law have the meaning given in that legislation.
  - (t) Unless otherwise specified, all amounts payable under this agreement are exclusive of GST and must be calculated without regard to GST.
  - (u) GST payable on taxable supply:
    - (i) If a supply made under this agreement is a taxable supply, the Customer of that taxable supply (**Customer**) must, in addition to any other consideration, pay to the party making the taxable supply (**Company**) the amount of GST in respect of the supply.
    - (ii) The Customer will only be required to pay an amount of GST to the Company if and when the Company provides a valid tax invoice to the Customer in respect of the taxable supply.
    - (iii) If there is an adjustment to a taxable supply made under this agreement then the Company must provide an adjustment note to the Customer.
    - (iv) The amount of a party's entitlement under this agreement to recovery or compensation for any of its costs, expenses or liabilities is reduced by the input tax credits to which that party is entitled in respect of those costs, expenses or liabilities.
- 14. TERMINATION & DEFAULT**
- (v) The Company may terminate this agreement at any time by providing thirty (30) days written notice to the Customer.
  - (w) The Company may without limiting its rights and remedies at its sole election terminate this agreement immediately if the Customer:
    - (i) breaches any term of this agreement and does not remedy that breach within five (5) Business Days of being requested by the Company in writing to do so;
    - (ii) is the subject of an Insolvency Event;

- (iii) ceases, or indicates that it is about to cease, carrying on its business;
- (iv) breaches any provision of this agreement not capable of remedy.
- (x) Upon termination or expiry of this agreement for any reason:
  - (i) the Company may cancel any outstanding Order;
  - (ii) the Customer must pay all money due and owing to the Company immediately.
- (y) Without prejudice to any other remedies the Company may have, if at any time the Customer is in breach of any obligation (including those relating to payment) the Company may suspend or terminate the supply of Products and Services to the Customer and any of its other obligations under this agreement. The Company will not be liable to the Customer for any loss or damage the Customer suffers because the Company has exercised its rights under this clause.
- (z) The Customer agrees that where the Customer is in default for more than twenty-one (21) days, the Company may lodge a caveat over any and all property owned by the Customer and/or the Guarantor. In particular it is agreed that where the Customer and / or Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or guarantor agree to mortgage and/or charge all their joint and/or several interest in the said land, realty or any other asset to the Company or Company's nominee to secure all amounts and other monetary obligations payable under these Terms & Conditions. The Customer and/or Guarantor acknowledge and agree the Company or the Company's nominee shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and monetary obligations have been met.

#### 15. ASSIGNMENT

This agreement is personal to each party and neither party may assign the rights or benefits of this agreement to any person.

#### 16. WARRANTIES OF CAPACITY

Each party warrants to each other party that:

- (i) this agreement creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (ii) unless otherwise stated, it has not entered into this agreement in the capacity of trustee of any trust.

If an attorney executes this agreement on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

#### 17. GENERAL PROVISIONS

- (aa) The Customer acknowledges and agrees that it has read and understood the Company's privacy policy located at [www.rewardhospitality.com.au](http://www.rewardhospitality.com.au).
- (bb) For the purposes of this agreement reference to **ETC** means the terms and conditions upon which the Company supplies the Customer with Ecolab Products which terms include the terms set out in this agreement (as varied) and reference **Ecolab Products** means Products supplied to Customer by the Company under ETC.
- (cc) Save as set out in this agreement, this agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.
- (dd) Where there is an inconsistency between:
  - (i) these Terms & Conditions and the Application for Credit Account – the Application for Credit Account will prevail to the extent of the inconsistency;
  - (ii) the Application for Credit Account and the ETC - the ETC will prevail to the extent of the inconsistency;
  - (iii) these Terms & Conditions and the ETC - the ETC will prevail to the extent of the inconsistency.
- (ee) Rights created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
- (ff) If the time for doing any act or thing required to be done or a notice period specified in this agreement, expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (gg) If any act or thing required to be done is done after 5pm on the specified day, it is taken to have been done on the following Business Day.
- (hh) The laws applicable in Queensland govern this agreement and the parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts competent to hear appeals from those courts.
- (ii) If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.
- (jj) The expiration or termination of this agreement does not affect any right that has accrued to a party before the expiration or termination date.

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this agreement for any reason, will not merge on the occurrence of that event but will remain in full force and effect.