Sunway Totalrubber Ltd – Terms & Conditions of Trade

- Sunway

 Betinitions

 Sinway Totalrubber means Sunway Totalrubber Ltd. its successors and assigns or any

 Service of the properties of the Customer means the personic or any person acting on behalf of and with the authority of the Customer requesting Sunway Totalrubber to provide the Services as specified in any

 proposal, quotation, order, invoice or other documentation, and:

 (a) if there is more than one Customer, is a reference to each Customer jointly and

 severally; and

 (b) if the Customer's a part of a Trust, shall be bound in their capacity as a trustee; and

 (c) includes the Customer's executors, administrators, successors and permitted assigns. Cooksin means all cocks or Services supplied by Sunway Totalrubber to the Customer at

 Services shall be interchangeable for the context so permits the terms 'Goods' and Services' and the Customer in accordance with clause 5 below.

 'GST' means Goods and Services Tax' (CST) as defined within the "A New Tax System

 (Goods and Services Tax) Act 1999' (CR).)
- 1.3
- 15
- **2.** 2.1 er is taken to have exclusively accepted and is immediately bound, jointly and ℓ these terms and conditions if the Customer places an order for or accepts
- 2.2
- delivery of the Goods.

 These Terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Customer and Sunway Totalnubber.

 The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a credit application with Sunway Totalnubber and it has been approved with a credit timit established for the account. In the event that the supply of Goods request exceeds the Customers credit limit and/or the account exceeds the payment terms, Sunway Totalnubber reserves the right to refuse delivery. 2.3
- 2.4 2.5
- delivery.

 The Customer acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, Sunway Totalrubber reserves the right to vary the Price with alternative Goods as per clause 5.2.
 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act. Errors and Omissions.

 The Customer acknowledges and accepts that Surway Totalrubber shall, without prejudice,
- 3. 3.1
- The Customer acknowledges and accepts that Surway Totalrubber shall, without prejudice, accept no liability in respect of any alleged or actual erro(s) and/or omission(s).

 (a) resulting from an inadvertent mistake made by Surway Totalrubber in the formation and/or administration of this contract, and/or (b) contained infomitted from any literature (hard copy and/or electronic) supplied by Surway Totalrubber in sepect of the Services.

 In the event such an error and/or omission occurs in accordance with dause 3.1, and is not attributable to the negligence and/or withiu misconduct of Surway Totalrubber; the Customer shall not be entitled to test this contract as repudiated nor render it invalid. 3.2
- shall not be entitled to freat this contract as repudiated nor render it invalid.

 Change in Control of the State of the S
- for any loss incurred by Sunway Totalrubber as a result of the Customer's failure to comply with this cause.

 Price and Paymen.

 A Sunway Totalrubber's sole discretion, the Price shall be either.

 (a) as indicated on any invoice provided by Sunway Totalrubber to the Customer, or

 (b) as indicated on any invoice provided by Sunway Totalrubber to the Customer, or

 (c) Sunway Totalrubber's cuoted price (subject to clause 5.2) which will be valid for the period stated in the quotalton or or therwise for a period of thirty (30) days.

 Sunway Totalrubber reserves the right to change the Price if a variation to Sunway Totalrubber reserves the right to change the Price if a variation to Sunway Totalrubber susested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation as a result of taxes, levies, materials and labour) will be charged for on the basis of Sunway Totalrubber in the cost of taxes, levies, materials and labour) will be charged for on the basis of Sunway Totalrubber in the cost of taxes, levies, materials and labour) will be charged for on the basis of Sunway Totalrubber in the cost of taxes, levies, materials and labour) will be charged for on the basis of Sunway Totalrubber in distributer of the cost of the Variation to the Price. Payment for all variations must be made in full at the time of their completion.
- the time of their completion.

 At Sunway Totalrubber's sole discretion, a non-refundable deposit may be required. There for payment for the Goods being of the essence, the Price will be payable by the Customer on the date's determined by Sunway Totalrubber, which may be:

 (a) on delivery of the Goods;

 (b) the date specified or any invoice or other form as being the date for payment, or (c) falling any rotice to the contrary, the date which is seven (7) days following the date of Payment or the Customer'by Sunway Totalrubber and the Customer's Sunway Totalrubber and (a) surcharge may apply por transaction), or by any other method as agreed to between the Customer and Sunway Totalrubber.

 The Customer shall not be outstand to the customer and survivay Totalrubber. 5.3 5.4
- 5.5
- Payment may be made by bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or yan other method as agreed to between the Customer and Surway Totalrubber. The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Surway Totalrubber nor to withhold payment of any microbe because part of that morce is in dispute. The customer shall not be part of the structure is in dispute. The customer is not shall not be price to surface the customer must pay for any supply by Surway Totalrubber and addition to the Price the Customer must pay for any supply by Surway Totalrubber and addition or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition, the Frice except there they are expressly included in the Price. Delivery of Goods.

 Delivery of Goods.

 Delivery of Goods and a surface of the Goods shall be made to the Customer same they are tendered for delivery, or delivery of the Goods shall be made to the Customer address.

 Delivery of the Goods to a carrier, either named by the Customer fabling such naming to stall make all amagnetisms the considerable made to the Customer and Surway Totalrubbers address.

 Delivery of the Goods to a carrier, either named by the Customer of falling such naming to Customer, is deemed to be a delivery of the Goods to the Customer. The costs of carriage and any insurance which the Customer reasonably directs. Surway Totalrubbers and the screen of the Goods to the Customer. The costs of carriage and any insurance which the Customer reasonably directs. Survay and shall be due to the due flormer shall be deemed to be the Customer's side of the other withholding whatever) and shall be due on the due flormer reasonably directs. The carrier shall be deemed to be the Customer's limited carrier's risk at the expense of the Customer is deemed to b
- 6. 6.1
- 6.2
- 6.3 64
- 6.5
- 6.6
- 6.7
- 6.8
- as repudiated.

 Sunway Totalnubber shall not be liable for any loss or damage whatever due to failure by Sunway Totalnubber to deliver the Goods (or any of them) promptly or at all.

 Risk 6.9 **7.** 7.1
- Risk
 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the
 Customer must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following delivery but prior to ownership
 passing to the Customer, Surway Toldrubber is entitled to receive all insurance proceeds
 payable for the Goods. The production of these terms and conditions by Surway
 productors right to receive the insurance
 proceeds without the need for any person dealing with Surway Toldrubber to make further
 enougies. 7.2
- 7.3
- proceeds without the need for any person dealing with Suriway rotainuouse to trisea unure inquiries.

 If the Case for collection or to deliver the Goods to an unattended location, then such Goods is a fixed to the collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.

 The Customer acknowledges that Goods supplied may exhibit variations in shade tone, colour, texture, surface and finish, and may adde or change colour over time. Sunway Totainuber will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsover where such variations occur. The Customer acknowledges that Goods supplied may:

 (a) lade or change colour over time, and (c) mark or stain if exposed to certain substances; and (d) was for stain if exposed to certain substances; and (d) be damaged or disfigured by impact or scratching.

 The Customer shall be responsible for ensuring that the Goods ordered are suitable for their intended use. 7.5
- 7.6
- Access
 The Customer shall ensure that Sunway Totalrubber has clear and free access to the delivery site at all times to enable them to provide Goods. Surway Totalrubber shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Tittle.
 Tittle Totalrubber. 8. 8.1
- Sunway Totalrubber and the Customer agree that ownership of the Goods shall not pass the Customer has paid Sunway Totalrubber all amounts owing to Sunway Totalrubber;
- and
 the Customer has met all of its other obligations to Sunway Totalrubber.
 beipt by Sunway Totalrubber of any form of payment other than cash shall not be
 med to be payment until that form of payment has been honoured, cleared or
- deement to be payment that to the control of payment has been holicited, dealed or recognised. It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 91:

 - clause \$\foatharrow{9}\$:
 the Customer is only a bailee of the Goods and must return the Goods to Sunway Totalrubber on request.
 Totalrubber on request.
 The Customer holds the benefit of the Customer's insurance of the Goods on trust for Sunway Totalrubber and must pay to Sunway Totalrubber the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed, the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the

- proceeds of any such act on frust for Sunway Totalrubber and must pay or deliver the proceeds to Sunway Totalrubber on demand. The Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on must for the benefit of Sunway Totalrubber and must sell, dispose of or return the resulting product to Sunway Totalrubber as it so directs. The Customer inversociably authorises Sunway Totalrubber to enter any premises where Sunway Totalrubber to enter any premises where Sunway Totalrubber so the enter any premises where Sunway Totalrubber to enter any premises where Sunway Totalrubber believes the Goods are kept and recover possession of the Goods.

- Sunway Totalrubber believes the Goods are kept and recover possession of the Goods.

 (Sunway Totalrubber may recover possession of any Goods in transit whether or not delivery has occurred.

 (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor sunway Totalrubber and printered in the Goods while they remain the property of Sunway Totalrubber and proven the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer Personal Property Securities Act 2009 ("PPSA") in this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA to Upon assenting to these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest hall Goods and/or collateral (account) being a moretary obligation of the Customer to Sunway Totalrubber for Services— that these terms and that will be supplied in the future by Sunway Totalrubber to The Customer undertakes to:

 (a) promptly sign any further documents and/or provide any further information (such
- 10.3
- Customer: Supplied and that will be supplied in the future by Sunway Totalrubber to Customer: Customer undertakes to:
 Customer undertakes to:
 Customer any further documents and/or provide any further information (such information to be complete, accurate and up-fo-date in all respects) which Sunway Totalrubber may reasonably require to;
 (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register
 (ii) register any other document required to be registered by the PPSA or (iii) or control added in a statement referred to in dause 10.3(a)(i) or 10.3(a)(iii);
 (iii) control a delect in a statement referred to in dause 10.3(a)(i) or 10.3(a)(iii);
 (iii) control a delect in a statement referred to in dause 10.3(a)(iii) or 10.3(a)(iii);
 (iii) control and in a control and in a control and in a control and in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby.
 - not register a financing change statement in respect of a security interest without the prior written consent of Sunway Totalrubber;

 - non-replaced a microscript change Settlemplish in respect of a security interest without the prior relater to referred to repeat the settlemplish of the settlemplish
- 10.4 10.5
- 10.6
- of the PPSA.

 Unless otherwise agreed to in writing by Sunway Totalrubber, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Customer must unconditionally ratify any actions taken by Sunway Totalrubber under clauses 10.3 to 10.5. 10.7 10.8

- clauses 10.3 to 10.5

 Subject to any express provisions to the contrary (including those contained in this clause 10) on thing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

 The provisions of the PPSA is intended to have the effect of contracting out of any of the provisions of the PPSA.

 Subject to the provisions of the PPSA is intended to have the effect of contracting out of any of the provisions of the PPSA.

 The provision of the provisions of the PPSA is an expression of the provision of this clause.

 The Customer inversion of the provision of this clause and each director of Sunway Totalrubber as the Customer's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, the provisions of this clause 11 including, but not limited to, signing any document on the Customer's behalf.

 Pefects, Warrantes and Returns, Competition and Consumer Act 2010 (CCA)

 The Customer must inspect the Goods on delivery and must within seven (f) days of delivery notify. Sunway Totalrubber in writing of any evident defectledmangs, shortage in 11.2
- 11.3
- The Customer must inspect the Goods on delivery and must within sevien (7) days of delivery notify Sunway Totarlubber in wifting of any evident defectidamage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged detect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow Sunway Totalubber to
- iomes evident. Upon suon numication in a common peet the Goods, peet the Goods, der applicable State, Territory and Commonwealth Law (including, without limitation the Al), certain statutory implied guarantees and warranties (including, without limitation the tutuory guarantees under the CCA) may be implied into these terms and conditions (Non-tituding guarantees under the CCA) may be implied into these terms and conditions (Non-
- CCA), certain statutory improved the statutory guarantees under the CCA) may be implied into these terms and conditions purports to statutory guarantees. Lower the conditions purports to modify or exclude the Non-Excluded Guarantees. Sunway Totalrubber acknowledges that nothing in these terms and conditions or in respect of the Non-Excluded Guarantees. Sunway Totalrubber makes no warranties or other representations under these terms and conditions including but not limited to the quality or subtability of the Goods. Sunway Totalrubber's liability in respect of these warranties is limited to the fullest extent permitted by Jaw 1981. The Customer is a consumer within the meaning of the CCA, Sunway Totalrubber's liability in the Customer is a consumer within the meaning of the CCA. Sunway Totalrubber's liability in the Customer is a consumer within the meaning of the CCA. 12.5
- permitted by law.

 If the Customer is a consumer within the meaning of the CCA, Sunway Totalrubber's liability is limited to the extent permitted by section 64A of Schedule 2.

 If Sunway Totalrubber is required to replace the Goods under this clause or the CCA, but is unable to do so, Sunway Totalrubber may refund any money the Customer has paid for the 12.6
- - Goods.

 If the Customer is not a consumer within the meaning of the CCA, Sunway Totalrubber's liability for any defect or damage in the Goods is:

 (a) limited to the value of any express warranty or warranty card provided to the Customer by Sunway Totalrubber at Sunway Totalrubber's sole discretion;

 (b) limited to any warranty to which zunway Totalrubber is entitled, if Sunway Totalrubber id id not manufacture the Goods;
- 12.8
- otherwise negated absolutely, ject to this clause 12, returns will only be accepted provided that: the Customer has complied with the provisions of clause 12.1; and Sunway Totalrubber has agreed that the Goods are defective, and the Goods are returned within a reasonable time at the Customer's cost (if that cost is the Goods are returned within a reasonable time at the Customer's cost (if that cost is
 - not significant); and
 (d) the Goods are returned in as close a condition to that in which they were delivered as is
- possible.

 Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, Sunway Totalrubber shall not be liable for any defect or damage which may be caused or partly caused by or arise as a
- it or.

 the Customer failing to properly maintain or store any Goods;
 the Customer using the Goods for any purpose other than that for which they were
- - designed;
 (c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 (d) the Customer falling to follow any instructions or guidelines provided by Sunway Tatalanibekon.
- 12.10
- 12.11
- 13.2
- 13.3

- (c) the Customer continuing the use of any Goods after any detect became apparent or should have become apparent to a reasonably prudent operator or user;

 (d) the Customer failing to follow any instructions or guidelines provided by Sunway Totalnuber and the Customer than the Control of the Customer than the Customer than the Customer than the Customer than the Customer to pay handling flees of up to the customer to pay the Customer than the Customer warrants that all designs, specifications or instructions given to Sunway Totalnubber apparent to spring the Customer agrees to indemnify Sunway Totalnubber against any action taken by a third party against Sunway Totalnubber in respect of any such infringement.

 The Customer agrees that Sunway Totalnubber may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the sprease and the Customer agrees to indemnify Sunway Totalnubber in approach to the Customer agrees to indemnify Sunway Totalnubber and the Customer agrees that Sunway Totalnubber in asset of the Customer warrants that all designs, specifications or instructions given to Sunway Totalnubber in respect of any such infringement.

 The Customer agrees that Sunway Totalnubber may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the suns the competition of the Customer was the suns the customer and the Customer was the suns the customer and the Customer was the suns the customer suns the customer and the Customer was the suns the customer suns the customer than the customer was the customer than the cu
- - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

- Cancellation
 Without prejudice to any other remedies Sunway Totalrubber may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Sunway Totalrubber may suspend or terminate the supply of Goods to the Customer is sunway Totalrubber will not be liable to the Customer for any loss or damage the Customer suffers because Sunway Totalrubber has exercised its rights under this
- Sunway Total Lubber may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. Sunway Totalhubber shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Customer shall be liable for any contract of the cont

- items, will uterinities in the continue of the
- 16.2
- purposes:

 (a) to assess an application by the Customer, and/or
 (b) to notify other credit providers of a default by the Customer, and/or
 (c) to exchange information with other credit providers as to the status of this credit
 account, where the Customer is in default with other credit providers and/or
 (d) to assess the creditivorhiness of the Customer including the Customer's repayment
 history in the preceding two (2) years.

 The Customer consents to Surway Totalrubber being given a consumer credit report to
 collect overdue payment on commercial credit.

 The Customer agrees that personal credit information provided may be used and retained
 by Surway Totalrubber for the following purposes (and for other agreed purposes or
 required by);
 (a) the provision of Goods; and/or
 (b) analysing, yenfying and/or, checking the Customer's credit, payment and/or status in 16.3 16.4
 - analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or (c)
- relation to the provision of Goods; and/or processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or enabling the Collection of amounts outstanding in relation to the Goods.

- ooses: to obtain a consumer credit report; allow the CRB to create or maintain a credit information file about the Customer including credit history. Information given to the CRB may include: personal information as outlined in 16.1 above; name of the credit provider and that Sunway Totalrubber is a current credit provider to the Customer; this powder is a leasoner.
- stomer; r the credit provider is a licensee;
- the Customer;

 (i) whether the credit provider is a licensee;
 (ii) whether the credit provider is a licensee;
 (iii) whether the credit provider is a licensee;
 (iii) type of consumer credit.

 (iii) delain committed the consumer credit consumers and the amount equested),
 (iii) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced and the consumers of payment has been made and debt recovery action commenced submay Totalrubber has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 (g) information that, in the opinion of Sunway Totalrubber, the Customer has committed a serious credit infringement;
 (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty obtains (\$100) and the customer of the purpose of direct marketing.

 Sunway Totalrubber will destroy personal information about the Customer's request (by e-mail) riff it is no longer required unless it is required in order to fulfit the obligations of this contract or is required to be maintained and/or stored in accordance with the law.

- The Customer can make a privacy complaint by contracting Survey Total with emit. The Customer can make a privacy complaint by contracting Survey Total with emit. Survey Total who were the sport of that complaint within seven (?) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (3) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution who will be considered to the complaint of the Information Commissioner at www.najc.cov.au.
- www.gaic.gov.au. Unpaid Seller's Rights
 Where the Customer has left any item with Sunway Totalrubber for repair, modification, exchange of for Sunway Totalrubber to perform any other service in relation to the item and sunway Totalrubber not perform any other service in relation to the item and sunway Totalrubber are post careful or the endered the whole of any monies owing to it by the Customer, Sunway Totalrubber shall have, until all monies owing to Sunway Totalrubber are paid.

 (a) a len on the item and (b) the individual of the sunway Totalrubber shall have, until all monies owing to Sunway Totalrubber shall such sale to be undertaken in accordance with any like item shall be sale or disposal of uncollected goods.

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 The light of shall be sale or disposal of the sale or disposal of shall be sal

- ince of Notices written notice given under this contract shall be deemed to have been given and
 - d: handing the notice to the other party, in person; leaving it at the address of the other party as stated in this contract; sending it by registered post to the address of the other party as stated in this
- (c) by sending it by registered pox to the doutes of the other party as stated in this contract;
 (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
 (e) if sent by email to the other party I stak known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered. 18.2

- shown, at the time when by the oromany occasions and the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Sunway Totalrubber may have oncide of the Trust. the Customer coverants with Sunway Totalrubber as follows:

 (a) the contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust flund;

 (b) the Customer has full and complete power and authority under the Trust to enter into the customer has full and complete power and authority under the Trust to enter into right of indemnity of the Customer against the Trust or the trust fund. The Customer was not release the input of indemnity or commit any breach of trust or be a party to any other action which might prejudice that input of indemnity.

 (c) the Customer will not unresonably withhold consensing, cause, permit, or suffer to happen any of the following events:

 (i) the removal, replacement or retirement of the Customer as trustee of the Trust;

 (ii) any alteration to or variation of the terms of the Trust;

 (iii) any advancement of distribution of capital of the Trust;

 (iv) any advancement of distribution of capital of the Trust;

 (iv) and avancement of distribution of capital of the Trust;

 (iv) and avancement of distribution of capital of the Trust;

 (iv) any advancement of the trust property.

 Dispute Resolution

 - Dispute Resolution

 If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Writin fourteen (14) days after service of a notice of dispute, the parties shall conter at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute, and the verient that the dispute cannot be so resolved either party may by further notice in writing delivered by had or sent by certified mail to the other party refer such dispute to arbitration.

 (a) referred to a single arbitrator to be nominated by the President of the Institute of Australias and
- conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration. (b)
 - Conduct of Commercial Pursuadions.

 General

 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, litegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
 - provisions shall not be aftected, prejudiced or impaired.

 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria, the state in which Sunway Totalrubber has its principal place of business, and are subject to the jurisdiction of the courts in Victoria.

 Subject to clause 12 Sunway Totalrubber shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including) loss of profit) suffered by the Customer arising out of a breach by Sunway Totalrubber for these terms and conditions (alternatively Sunway Totalrubber is liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

 Sunway Totalrubber may licency and/or assism all or any natr of its rights and/or chilinations.

 - under no circumstances shall exceed the Price of the Goods). Surway Totalhubber may license and/or assign all or any part of its rights and/or obligations under this contract without the Customer's consent. The Customer cannot licence or assign without the written approval of Surway Totalhubber. Surway Totalhubber may lect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any Surway Totalhubber sub-contractors without the authority of Surway Totalhubber sub-contractors without the authority of Surway Totalhubber and the surface of the Customer agrees that Surway Totalhubber may sement these terms and conditions by a contractor without the customer accepts such changes, or otherwise at such time as the Customer makes a further request for Surway Totalhubber to provide Goods to the Customer.
 - Customer. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of
- either party.

 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.
- Please note that a larger print version of these terms and conditions is available from Totalrubber on request.