

Terms and Conditions

Lomax Hoarding and Fencing System Pty Ltd ACN 604 219 712

1. Definitions and Interpretation

In this Agreement:

Agreement means the agreement between the Supplier and the Customer relating to the hire of Equipment, the supply of Consumables, and the provision of Services, comprising these Terms and Conditions and each Order.

Commencement Date means, in relation to an Order, the date of the initial dispatch of Equipment to the Customer as set out in that Order.

Consumables means the consumables (if any) set out in an Order.

Consumer Guarantees means the non-excludable rights under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) as amended and any replacement or successor legislation.

Customer means the person, company or other legal entity hiring Equipment and being supplied Consumables (if applicable) from, and provided with Services by, the Supplier.

Engineer Pre-Certified Guidance means the LOMAX Hoarding and Fencing System engineer pre-certified guidance prepared by the Supplier from time to time.

Equipment means the LOMAX Hoarding and Fencing System equipment hired by the Customer pursuant to an Order, but excludes the Consumables.

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended.

Hire Period means the period of hire of Equipment pursuant to an Order, as specified in an Order (or such extended date as agreed in writing by the parties) or as deemed extended pursuant to this Agreement.

Privacy Laws means the *Privacy Act 1988* (Cth) as amended, the Australian Privacy Principles established under that Act, and any other requirement under Australian law relating to the handling of personal information.

Off Hire Period means the period from the end of the Hire Period pursuant to an Order until the Equipment has been collected by the Supplier or a third party provider pursuant to clause 8.

Order means a Quote which is accepted by the Customer by signing and returning it to the Supplier.

PPSA means the *Personal Property Securities Act 2009* (Cth) as amended.

Quote means a hire quote form provided by the Supplier to the Customer in relation to the hire of Equipment, supply of Consumables and provision of Services.

Services means, as applicable and pursuant to an Order, the delivery, installation and/or collection services provided by the Supplier, or the delivery and collection services sub-contracted by the Supplier to a third party provider, as contemplated in clauses 5 and 8.

Supplier means Lomax Hoarding and Fencing System Pty Ltd ACN 604 219 712.

2. Terms of hire, provision and supply

- 2.1 These Terms and Conditions, together with an Order in respect of Equipment, Consumables and Services, constitute the whole contract between the Supplier and the Customer, and supersede all previous communications either oral or written, in relation to that Equipment, Consumables and Services. Any quote or tender issued by the Supplier in relation to Equipment, Consumables and Services is subject to these Terms and Conditions.
- 2.2 No terms or conditions incorporated or attempted to be incorporated by the Customer in relation to the hire of Equipment, use of Consumables or provision of Services amends or varies any terms of this Agreement, unless expressly agreed in writing by a duly authorised officer of the Supplier.
- 2.3 The Supplier agrees to hire the Equipment and supply Consumables and provide Services to the Customer, in accordance with an Order for that Equipment, Consumables and Services.
- 2.4 In order to hire Equipment and request the supply of Consumables and/or Services, the Customer must request a Quote from the Supplier. The Customer may accept a Quote by signing and returning it, and any other form reasonably required by the Supplier and notified by the Supplier to the Customer from time to time, to the Supplier whereupon it becomes an Order. Each Order does not constitute a separate agreement, but all Orders form part of this Agreement.
- 2.5 By signing and accepting a Quote, the Customer agrees that the Customer has had sufficient opportunity to read this Agreement and the Quote and agrees to be bound by it.

3. Payments

- 3.1 The Customer agrees to pay to the Supplier the fees and charges for the Equipment, Consumables and Services as set out in the Order for that Equipment, Consumables and Services, and in accordance with the payment schedule set out in that Order. The Customer must also pay all applicable GST, stamp duty and other duties, tolls, fines, penalties, levies, and freight and other charges relevant to this Agreement, the hire of the Equipment, supply of Consumables and provision of Services.
- 3.2 If the Customer does not pay any amount when due in accordance with this Agreement, the Supplier may charge interest at 18% per annum on the amount due until the outstanding amount is paid in full. Interest accrues daily and capitalises monthly.
- 3.3 If the Customer signs a credit card authorisation form in favour of the Supplier, the Customer agrees to the Supplier deducting any overdue amounts from the card details provided for any and all amounts not paid by the due date. The Customer acknowledges and agrees this may include amounts for damaged or unreturned Equipment.
- 3.4 All payments made by the Customer pursuant to an Order must be paid in the manner, and to the account, specified in the Order. A failure to receive an invoice from the Supplier does not relieve the Customer from liability to make a payment when due under this Agreement.
- 3.5 The Customer is not entitled to a credit or reduction in fees or expenses if Equipment is collected or returned earlier than the end of the Hire Period.
- 3.6 If the Customer cancels an Order prior to delivery of the Equipment and/or supply of Consumables or provision of Services, the Customer agrees to pay to the Supplier, on demand, all expenses incurred by the Supplier up to the time of cancellation, plus any additional charges incurred in respect of the cancellation.
- 3.7 The Customer is liable for the cost of recovery of amounts owed to the Supplier in connection with this Agreement, including the cost of any outsource debt recovery provider.

4. Hire Period

- 4.1 The hiring of Equipment pursuant to an Order commences on and from the Commencement Date for that Order and continues until the earlier of the end of Hire Period and the termination of this Agreement. The Hire Period cannot be extended without the prior written consent of the Supplier.

5. Provision of Services by the Supplier

- 5.1 The Supplier must provide the Services in relation to the Equipment and Consumables pursuant to an Order. The Customer agrees to pay the additional fees and charges payable in respect of such Services in accordance with the applicable Order.
- 5.2 The Supplier may charge additional fees and charges in fifteen-minute increments, at the rate specified in the Order, for incurring unanticipated delays and failed deliveries in respect of the Equipment and Consumables specified in the Order.
- 5.3 The Customer is liable for and indemnifies and holds harmless the Supplier against all damages, losses, costs, and expenses that may arise directly or indirectly in connection with the Supplier's provision of the Services.
- 5.4 Where specified in an Order as part of the Services, the Supplier may subcontract the delivery of Equipment to a third party.

6. Receipt of Equipment and Consumables

- 6.1 The Customer must provide written notice to the Supplier immediately upon delivery if the Equipment, Consumables and/or Services do not correspond in all respects with the Order relating to that Equipment, Consumable and/or Service. If the Customer does not provide such notice, the Customer agrees that the Equipment, Consumables and Services (as the case may be) correspond in all respects with the Order relating that Equipment and/or Consumables.

7. Use of the Equipment and Consumables

- 7.1 The Customer is entitled to use the Equipment and Consumables for the Hire Period subject to the terms of this Agreement.
- 7.2 The Customer agrees that the use of the Equipment and Consumables carries with it dangers and risks of injury, and that the Customer agrees to accept all dangers and risks in connection with its use of the Equipment and the Consumables.
- 7.3 The Customer must maintain the Equipment in good condition and must not, alter, damage, make additions to, or deface the Equipment, or any of its logos, marks, numbers, or identifying particulars, without the Supplier's prior written consent.

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- 7.4 The Customer must ensure that the Equipment and the Consumables are not used by anyone other than the Customer, and the Customer's authorised personnel, without the prior written consent of the Supplier.
- 7.5 The Customer agrees to install, use, erect, dismantle, move, maintain and store the Equipment and the Consumables in accordance with the Engineer Pre-Certified Guidance, technical guides, guidelines, instructions, specifications and any other material provided by the Supplier to the Customer from time to time. The Customer agrees only to use the Equipment and the Consumables for their intended purpose as notified by the Supplier.
- 7.6 The Customer must ensure that all persons installing, using, erecting, dismantling, moving, maintaining or storing the Equipment and/or the Consumables:
- do so with due care, and in a proper manner;
 - strictly follow the Engineer Pre-Certified Guidance, and any technical guide, guidelines, instructions, specifications and/or other material provided by the Supplier from time to time;
 - are instructed in its safe and proper use, erection, dismantling or movement; and
 - where required by applicable regulatory requirements, hold valid proof of current training or are currently fully licenced and insured to undertake such activity.
- 7.7 The Customer must comply with all applicable health and safety laws and regulations in addition to all relevant industry best practice, custom and standards relating to the use of the Equipment, the Consumables, and associated operations.
- 7.8 The Customer agrees not to:
- allow any third party to use or sublease the Equipment or Consumables without the prior written consent of the Supplier; nor
 - permit removal of the Equipment or the Consumables from the site of its intended use as specified in the Order, without the prior written consent of the Supplier.
- 7.9 The Customer must store and maintain the Equipment in a safe place and do all things necessary to ensure the continued safety and preservation of the Equipment.
- 8. Return of Equipment**
- 8.1 The Customer must ensure that the Equipment is returned to the Supplier in good order, repair and condition and is cleaned prior to return. The Customer indemnifies and holds harmless the Supplier in relation to any costs and expenses incurred by the Supplier in repairing or cleaning any Equipment.
- 8.2 Unless collection or return details are specified in an Order, the Customer must return the Equipment the subject of that Order to the address of the Supplier specified in the Order on or before the end of the Hire Period or termination of this Agreement (whichever occurs first). A failure by the Customer to return the Equipment in accordance with this Agreement may be regarded by the Supplier as theft of the Equipment by the Customer, and will incur further charges.
- 8.3 Where any action or inaction by the Customer delays, hinders or precludes collection or return of the Equipment to the Supplier, the issue of an Off Hire Period number will not confirm the expiration of the Hire Period and will not end the Customer's liability for making a payment when due pursuant to an Order. Any delay in the collection of Equipment, which is caused by or contributed by the Customer, is deemed to be an extension to the Hire Period, and which will result in further fees and charges being incurred by the Customer in accordance with the Order.
- 8.4 Where specified in an Order as part of the Services, the Supplier may subcontract the collection of the Equipment to a third party.
- 9. Damage to Equipment**
- 9.1 If Equipment is returned to or collected by the Supplier in a worse condition than that which it was provided to the Customer (fair wear and tear excepted) or which, in the reasonable opinion of the Supplier, renders it unusable, unsafe or unsuitable for hire, or if the Equipment is stolen by the Customer or a third party, or is missing, the Customer must pay the Supplier on demand the costs and expenses associated with the replacement or repair of the Equipment. This cost is \$59 per Large or Small Support Post, \$129 per Double Support Post and \$69 per Counter Weight.
- 9.2 The Customer is liable to the Supplier for all costs, expenses, damages and losses whether direct or indirect incurred by the Supplier as a result of the failure by the Customer to collect or return Equipment in accordance with an Order, including where there has been theft (or deemed theft) of the Equipment by the Customer or a third party.
- 9.3 The Customer agrees that its responsibility and liability in respect of the Equipment continues during the Off Hire Period whilst Equipment is awaiting collection or return.
- 9.4 The Customer is responsible for all damage to the Equipment occurring during the Hire Period or whilst the Equipment is in the possession of the Customer.
- 9.5 If required, the Customer must immediately, upon demand, pay to the Supplier the reasonable amount of any such damage, including the damage waiver fee specified in the Order (if any).
- 9.6 The Customer must not claim any damages or compensation from the Supplier for any liability incurred by the Customer in relation to the use of the Equipment or the Consumables.
- 9.7 The Supplier is not liable for any costs, damages, loss or expenses relating to or arising from:
- the Customer's non-adherence to the Engineer Pre-Certified Guidance, or any technical guide, guidelines, instructions, specifications and/or other material provided to the Customer by the Supplier;
 - the Customer's non-adherence to normal maintenance requirements that could reasonably be expected of the Customer under this Agreement;
 - any disappearances to or loss or damage of the Equipment;
 - loading or offloading the Equipment from any vehicle, the transportation of the Equipment on any vehicle, or the use of the Equipment on any vehicle;
 - any loss or damage during all forms of transport; or
 - any loss or damage caused or contributed to by the negligent act or omission of the Customer.
- 10. Customer warranties**
- 10.1 The Customer warrants to the Supplier, and it is a condition of this Agreement, that:
- the Equipment will only be installed, used, erected, dismantled, moved, maintained and stored in accordance with the Engineer Pre-Certified Guidance, technical guide, guidelines, instructions, specifications and/or other material provided to the Customer by the Supplier from time to time;
 - the information provided by the Customer to the Supplier is accurate in every respect and is not misleading in any way including by omission;
 - any change to the information provided by the Customer to the Supplier, including but not limited to a change in the directorship, senior management or conversion to or from a company or to or from a trust, is notified by the Customer to the Supplier in writing within 7 days of such event occurring;
 - the Customer holds a valid current licence (if any licence is required) in respect of use, erection, dismantling and movement of the Equipment and the Consumables;
 - the Equipment and the Consumables will not be used for any illegal purpose or any purpose other than their intended purpose;
 - the Customer will not, without the prior written consent of the Supplier, tamper with, repair or modify the Equipment or the Consumables in any way, or permit another to do so;
 - unless notified in writing to the Supplier immediately upon receipt by the Customer, the Equipment has been received by the Customer in clean and in good working order; and
 - the Customer will not in any way dispose or part with possession of, or any interest in, the Equipment, sub-lease the Equipment, nor assign this Agreement, nor remove the Equipment from the site of its intended use as notified to the Supplier, or attempt to do so, without the prior written approval of the Supplier.
- 10.2 The Customer further warrants that:
- it has the power and capacity to enter into and perform this Agreement, and has obtained all approvals and authorisations necessary for it to enter into and perform its obligations under this Agreement; and
 - any person signing any documentation on behalf of the Customer in relation to this Agreement is authorised to bind the Customer.

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- 10.3 The Customer indemnifies and holds harmless the Supplier against all losses, damages, costs, expenses and claims incurred by the Supplier as a result of any breach by the Customer of this clause 10.
- 11. Supplier rights and termination**
- 11.1 The Supplier may terminate this Agreement and recover the Equipment at any time on 7 days' notice to the Customer. If the Supplier gives such notice:
- (a) and the Equipment has not been returned after the end of such 7 day period, any period for which the Equipment is not returned is deemed to be an extension to the Hire Period which will result in further fees and charges being incurred by the Customer in accordance with the Order; and
 - (b) the Supplier must refund to the Customer any hire fees received by the Supplier relating to Equipment where the end of any Hire Period in respect of an Order (as deemed to be extended under paragraph (a) above) is after the date of termination, less a deduction for all reasonable expenses incurred by the Supplier in connection with the recovery and/or transport of the Equipment to be recovered.
- 11.2 The Supplier may suspend performance of or terminate this Agreement on written notice to the Customer, for such period or periods as it thinks fit, if the Supplier is not satisfied that the Customer is able to pay for Equipment, Consumables or Services, unless and until the Customer produces to the Supplier evidence satisfactory to the Supplier of the Customer's ability to pay. If the Supplier exercises this right, the Supplier is not liable for any loss, damage, cost or expense incurred by the Customer or any other person by reason of any such suspension or termination. Upon any such suspension or termination, the Customer must pay to the Supplier all money payable under this Agreement and return all Equipment within 7 days.
- 11.3 Despite anything else contained in this Agreement, the Supplier may take immediate possession of the Equipment if the Customer breaches any provision of this Agreement or does not pay the Supplier strictly in accordance with the Supplier's payment terms.
- 11.4 The Supplier (and any third party financier of the Equipment) may enter any premises where the Equipment or any part of it is, or believed to be located for the purpose of:
- (a) inspecting or testing the Equipment;
 - (b) protecting the Supplier's (or third party financier's) rights or interest in the Equipment;
 - (c) ensuring compliance with any applicable law, including any law relating to health and safety; or
 - (d) exercising its right to take possession or control of the Equipment.
- 11.5 The Supplier may terminate this Agreement and take immediate possession of the Equipment if the Customer commits any act of insolvency. An act of insolvency includes but is not limited to a notification of insolvency by the Customer, the Customer entering into a deed of company arrangement with creditors or creditors' execution being levied against the Customer, an application being made for the winding-up of the Customer or notice is given of a meeting of creditors with a view to the winding up, administration or liquidation of the Customer, the appointment of a controller or administrator, the Customer's bankruptcy or the Customer personally presenting or having presented against the Customer a bankruptcy petition.
- 11.6 Where a dispute arises between the Customer and the Supplier in relation to any matter under this Agreement, the Supplier may suspend performance until the dispute is settled.
- 12. Limitation of liability**
- 12.1 Except where non-excludable rights under the Consumer Guarantees apply in relation to the hire of Equipment or supply of Consumables or provision of Services by the Supplier under this Agreement, the Supplier:
- (a) excludes all representations and warranties, including as to merchantability and fitness for purpose, relating to the Equipment, Consumables and Services, whether expressed or implied by law, trade, custom or otherwise;
 - (b) excludes liability for any loss, damage, cost and expense incurred in respect of the Equipment, Consumables and/or Services; and
 - (c) otherwise limits its liability in respect of the Equipment, Consumables, and Services, the Engineer Pre-Certified Guidance, technical guides and any related guidelines, instructions, specifications or other material provided to the Customer, whether in contract, tort (including negligence), statute or otherwise, to the cost of repairing the Equipment or Consumables (as the case may be) or the cost of resupplying the Equipment, Consumables or Services (as the case may be), at the sole discretion of the Supplier.
- 12.2 To the extent permitted by law, the Supplier excludes all liability for any loss of profits, loss of anticipated savings, loss of contract, loss of opportunity, economic loss or interruption of business, or for any indirect or consequential loss (**Consequential Loss**) arising in connection with the hire of Equipment or supply of Consumables or provision of Services by the Customer, or this Agreement, and Customer must indemnify the Supplier for against any claim made against Supplier for any Consequential Loss.
- 12.3 The Supplier excludes any liability to the Customer or any other person for any liability, loss, damage, cost or expense incurred as a result of the Customer or any other person not using the Equipment or Consumables in accordance with the Engineer Pre-Certified Guidance or any technical guide, guidelines, instructions, specifications or other material provided to the Customer from time to time.
- 12.4 The Customer assumes all risks and liabilities for, and in respect of, the Equipment, the Consumables and the Services, and for all injuries to or death to persons and any damage to property, howsoever arising from the Customer's possession, installation, use, maintenance, repair, movement, dismantling, storage or transport of the Equipment and/or the Consumables.
- 12.5 If there is any delay or failure in the supply of the Equipment, Consumables or Services due to weather, fire, labour dispute, strike, acts of God or any other cause whatsoever beyond the reasonable control of the Supplier, or due to the inability of the Supplier to obtain materials from third parties in the quantities required or at the times reasonably expected:
- (a) the Supplier is not liable for any loss, damage, cost or expense incurred by reason of that delay or failure;
 - (b) the Supplier is entitled to suspend performance for such period as it thinks fit, or terminate the Agreement between the Customer and the Supplier, and will not be liable for any loss, damage, cost or expense incurred by reason of such suspension or termination;
 - (c) If that delay or failure continues for more than 7 days, the Customer may give notice that the Order is cancelled. A delay or failure does not relieve the Customer of the obligation to pay all reasonable expenses incurred in respect of the cancellation.
- 13. Title to Equipment**
- 13.1 The Customer agrees that the Supplier (or a third party financier of the Equipment) retains title to the Equipment and that the Customer has rights to use the Equipment as a bailee only. The Customer agrees that the Customer has no rights to pledge any credit extended by the Supplier in connection with the Equipment.
- 13.2 The Customer agrees not to, nor attempt to, agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let, hire, create any security interest (as defined in the PPSA) or otherwise part with or attempt to part with personal possession or otherwise deal with the Equipment, nor conceal or make any addition or alteration to, the Equipment.
- 13.3 The Customer must not make any representation, or behave in such a manner, as to induce any person to believe that the Customer possesses title in or ownership of the Equipment.
- 13.4 The remaining provisions of this clause apply to the extent that this Agreement provides for a 'security interest' for the purposes of the PPSA. The rights of the Supplier under this Agreement are in addition to, and not in substitution for, the Supplier's rights under other law, including the PPSA, and the Supplier may choose whether to exercise its rights under this Agreement and/or other law as it sees fit.
- 13.5 The Customer acknowledges and agrees that this Agreement may constitute a security agreement (as defined in the PPSA) and give rise to a security interest (as defined in the PPSA) granted by the Customer as grantor to the Supplier as secured party in respect of the Equipment.
- 13.6 The Customer acknowledges and agrees that the Supplier is entitled to register its security interest under the PPSA. The Customer must do anything (such as obtaining consents and signing documents) which the Supplier requires for the purposes of:

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- (a) ensuring that the Supplier's security interest is enforceable, perfected and otherwise effective under the PPSA;
- (b) enabling the Supplier to gain first priority (or any other priority agreed to by the Supplier in writing) for its security interest; or
- (c) enabling the Supplier to exercise rights in connection with the security interest.
- 13.7 The Supplier may recover from the Customer the cost of doing anything under this clause, including but not limited to registration fees.
- 13.8 The Customer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPSA.
- 13.9 To the extent that Chapter 4 of the PPSA applies to any security interests under this Agreement, the following provisions of the PPSA do not apply, and, for the purposes of section 115 of the PPSA, are contracted out of this Agreement in respect of all Equipment to which that section can be applied:
- (a) section 95 (notice of removal of accession to the extent it requires the Supplier to give notice to the Customer);
- (b) section 96 (retention of accession);
- (c) section 118 (enforcing security interests in accordance with land law);
- (d) section 121(4) (notice to grantor);
- (e) section 125 (obligations to dispose of or retain collateral);
- (f) sections 129(2) and 129(3) (disposal by purchase);
- (g) section 130 (notice of disposal to the extent it requires the Supplier to give notice to the Customer);
- (h) section 132(3)(d) (contents of statement of account after disposal);
- (i) section 132(4) (statement of account if no disposal);
- (j) section 135 (notice of retention);
- (k) section 142 (redemption of collateral); and
- (l) section 143 (reinstatement of security agreement).
- 13.10 The following provisions of the PPSA confer rights on the Supplier:
- (a) section 123 (seizing collateral);
- (b) section 126 (apparent possession);
- (c) section 128 (secured party may dispose of collateral);
- (d) section 129 (disposal by purchase); and
- (e) section 134(1) (retention of collateral).
- 13.11 The Customer agrees that in addition to those rights, the Supplier will, if there is default by the Customer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights under this Agreement and the Customer agrees that the Supplier may do so in any manner it sees fit, including (in respect of dealing and disposal) by private or public sale, lease, or license, or entering upon any land or premises where the Supplier reasonably believes the Equipment to be located for the purpose of repossessing the Equipment. The Customer further agrees that nothing in this Agreement will constitute a contracting out of the provisions of the PPSA listed in clause 13.10(a) to (e) inclusive.
- 13.12 The Customer must do everything necessary on its part to ensure that section 275(6)(a) of the PPSA continues to apply. The undertaking made in this clause 13.12 is made solely for the purposes of allowing the Supplier the benefit of section 275(6)(a) and the Supplier shall not be liable to pay

damages or any other compensation or be subject to injunction if the Supplier breaches this clause 13.12.

14. Privacy

- 14.1 The Customer authorises the Supplier to collect, store, use and disclose information about the Customer for the Supplier's business purposes, including the provision of hire services (including whether to allow credit on the Customer's account), reporting information to any credit agency, marketing the Supplier's ideas, goods and services, and enforcing any rights under this Agreement.
- 14.2 The Customer expressly consents to receiving commercial electronic messages from the Supplier and its agents for the purposes of the *Spam Act 2003* (Cth). The Customer may withdraw its consent at any time by notifying the Supplier in writing.
- 14.3 The Supplier agrees to comply with the Privacy Laws applicable to its dealings with the Customer.


15. GST

- 15.1 If any supply by the Supplier to the Customer under or in connection with this Agreement is subject to GST, the Customer must pay to the Supplier in addition to the consideration for that supply (unless it expressly includes GST) an amount (**additional amount**) equal to the amount of the consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply.
- 15.2 The Customer must pay the additional amount to the Supplier at the same time as the consideration for the supply is payable.
- 15.3 In this clause 15, the terms 'tax invoice', 'GST', and 'GST exclusive market value' have the respective meanings as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).

16. General

- 16.1 The Supplier may amend these conditions in its absolute discretion by providing at least 30 days' prior written notice to the Customer, and provided that any such amendments do not affect Orders placed, or the Customer, and any accrued rights, liabilities and obligations, prior to those amendments taking effect.
- 16.2 The Customer must not assign, transfer or otherwise deal with its rights or obligations under this Agreement without the Supplier's prior written consent.
- 16.3 The Supplier may, at its discretion, enter into a subcontract relating to this Agreement or assign its rights under this Agreement.
- 16.4 A waiver of any rights under this Agreement must be in writing signed by the party entitled to the benefit of that right, and is effective only to the extent set out in that written waiver.
- 16.5 This Agreement sets out the entire agreement between the Supplier and the Customer in relation to the hire of Equipment and supply of Consumables and provision of Services by the Supplier to the Customer. The Supplier is not bound by, or liable for, any statement, representation, promise, or understanding that is not expressly set out in this Agreement.
- 16.6 If any term of this Agreement is invalid, void or voidable, that term will be severed and the remainder of the terms of this Agreement will continue to have full force and effect.
- 16.7 This Agreement and any Order may be executed in counterparts.
- 16.8 This Agreement is governed by and is to be construed in accordance with the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and their courts of appeal.

Executed as an agreement

<p>Signed for and on behalf of:</p> <p>Lomax Hoarding and Fencing System Pty Ltd ACN 604 219 712</p> <p></p> <p>Signature:</p> <p>Name: Mark Lomax</p> <p>Position: Owner</p> <p>Date: As per date of signed quote</p>	<p>Signed for and on behalf of:</p> <p>Customer: Refer to signed client quote</p> <p>Signature: Refer to signed client quote</p> <p>Name: Refer to signed client quote</p> <p>Position: Refer to signed client quote</p> <p>Date: Refer to signed client quote</p>
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