

## All Purpose Transport Terms and Conditions of Carriage & Storage

### 1. Application

1.1 All and any business undertaken by the Carrier for the Customer is transacted subject to these terms and conditions each of which shall be incorporated into, and to be a condition of, any agreement (including any consignment note in respect of Goods) between the Carrier and the Customer.

### 2. Definitions

'Agreement' means this agreement and includes any schedule or annexure to it.

'Carriage' means the whole of the services undertaken by the Carrier including but not limited to, packaging, loading, transporting, unloading and Storage of Goods.

'Carrier' means All Purpose Enterprises Pty Ltd ACN 010 084 367.

'Container' includes any container, flat pallet or any other unit load device used to consolidate Goods.

'Competition and Consumer Act' means the *Competition and Consumer Act 2010* (Cth).

'CoR' means chain of responsibility as the concept is enshrined in the Heavy Vehicle National Law.

'Customer' includes the sender, shipper, consignor, consignee, receiver of Goods, any person owning or entitled to the possession of Goods and anyone acting on behalf of such persons.

'Dangerous Goods' means Goods which are or may become dangerous including but not limited to, toxic, flammable, explosive and radioactive materials.

'Force Majeure Event' means any cause or event which is not in the reasonable control of a party and which could not reasonably have been prevented by that party which includes acts of God, war, acts of terrorism, extreme weather conditions, floods, earthquakes, accidents, fire and industrial disputes.

'Freight' includes all charges payable to the Carrier.

'Goods' means the Goods accepted from the Customer and includes any Container not supplied by or on behalf of the Carrier.

'GST' means the goods and services tax imposed by or under a GST Law.

'GST Law' means the same as in the *A New Tax System (Goods and Services Tax) Act (Cth) 1999*.

'Heavy Vehicle National Law' means the road safety regime contained in the *Heavy Vehicle National Law Act 2012* (Qld) and related State and Territory legislation, including any regulations and amendments thereto.

'Loss' means all common law damages, statutory damages, statutory duties or charges, statutory fines or costs, losses, expenses, legal costs and includes all indirect and consequential losses such as a market loss suffered from the sale of Goods.

'Notice' means any notice given by the Carrier to the Customer, in person, by prepaid post addressed to the Customer's last known address, by facsimile, or by electronic mail.

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

'Privacy Act' means the *Privacy Act 1988* (Cth).

'Storage' means the whole of the operations and services undertaken by the Carrier in receiving, storing and making the Goods available for collection.

'Sub-contractor' means any sub-contractor of the Carrier and the sub-contractor's servants, agents or sub-contractors, indirect and direct sub-contractors.

### 3. Governing Laws

3.1 This Agreement is governed by the law of the State of Queensland.

### 4. Carrier's Undertaking

4.1 The Carrier is not a common carrier and accepts Goods for Carriage only on the terms and conditions contained within this Agreement.

4.2 The Carrier undertakes to procure the Carriage of Goods from the place of receipt to the place of delivery.

### 5. Customer's Warranties, Acknowledgements and Indemnities

5.1 The Customer warrants that:

- (a) The information provided by the Customer to the Carrier on which the Carrier reasonably relies whether in the provision of quotations, estimates of resources, technical or safety specifications, or otherwise, is accurate.
- (b) Prior to the Carriage of Goods the Customer will provide written notification to the Carrier advising of any Goods that are fragile or of brittle nature or which comprise jewellery, precious objects, works of art, money, collections of items or precision items having a value in excess of \$1,000.
- (c) The Goods are suitable for Carriage and Storage and have been packed and prepared by the Customer so as to withstand the rigours of Carriage and Storage.
- (d) The Customer has the authority of all persons owning or interested in the Goods to enter into this Agreement on their behalf.
- (e) Where the Customer is not the owner of some or all of the Goods the Customer will be deemed for all purposes to be the agent of the owner of the Goods.
- (f) The person delivering any Goods to the Carrier for Carriage and/or Storage is authorised to sign this Agreement for the Customer and by such signature or by the signature of any other person acting for the Customer, the Customer accepts the terms and conditions contained in this Agreement.

5.2 The Customer acknowledges that:

- (a) No agent or employee of the Carrier is permitted to alter or vary this Agreement.
- (b) No representations have been made by any employee or agent of the Carrier to the Customer.

(c) The Carrier may inspect the Goods for any purpose.

(d) Any provision of this Agreement which excludes or limits the liability of the Carrier in respect of the Carriage or Storage of Goods shall extend to protect the Carrier's officers, employees, agents and Sub-contractors and any other person providing any or all of the Carriage or Storage to be performed pursuant to this Agreement.

(e) The Carrier holds the benefit of this clause 5.2(d) as trustee for itself and for the persons listed in clause 5.2(d).

5.3 Subject to clause 9.2, the Customer will indemnify the Carrier against:

- (a) All claims and demands whatsoever by whomsoever made in respect of any Loss except to the extent it has been caused or contributed to by the negligence, recklessness, unlawful act, error or omission of the Carrier, its officers, employees, agents or Sub-contractors.
- (b) Any Loss suffered by the Carrier as a result of any breach by the Customer of this Agreement.
- (c) Any Loss to the Carrier's Container/s or other equipment which occurs while in the procession or control of the Customer or which occurs due to the nature or condition of the Goods in the Container/s, including Loss resulting from the Customer's detention of any Containers or any other equipment.
- (d) Any Loss arising out of or in connection with the Customer making an incorrect description or advising of incorrect weight, dimensions, or other specifications of the Goods.
- (e) Any Loss arising out of or in connection with the Carriage of Dangerous Goods, whether declared or not and whether or not the Customer was aware of the nature of the Goods.
- (f) All costs and expenses incurred by the Carrier arising out of or in connection with the recovery of overdue payments owed by the Customer to the Carrier, including costs and expenses of engaging debt collection agencies and of instituting legal proceedings.

### 6. Himalaya Clause

6.1 The Carrier is entitled to sub-contract on any terms all or part of its obligations contained within this Agreement.

6.2 If an action for Loss arising from or in connection with the Goods is brought against an officer, employee, agent or Sub-contractor of the Carrier, such person will be entitled to avail itself of the defences and limits of liability which the Carrier is entitled to invoke under this Agreement.

6.3 The Carrier has authority from every officer, employee, agent and Sub-contractor to invoke the benefit of all provisions of this Agreement benefitting the Carrier as if such provisions were expressly for their benefit.

6.4 Subject to clause 9.2, the Customer undertakes that no claim or allegation will be made against any officer, employee, agent or Sub-contractor of the Carrier which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Goods, and if any such claim or allegation should nevertheless be made the Customer agrees to indemnify the Carrier against all claims made.

### 7. Route/Deviation and Delay

7.1 Carriage commences when the Goods are delivered to or collected by the Carrier at the place of receipt and Carriage ceases when Goods are tendered at the place of delivery.

7.2 Carriage is suspended when Goods are:

- (a) held by the Carrier at some place other than the place of delivery at the request of the Customer or because the Customer refuses or is unable to take delivery at the place of delivery; or
- (b) detained by any statutory authority

and will be resumed when the Carrier resumes the Carriage of the Goods.

7.3 The Customer will take delivery of Goods as soon as the Carrier is ready to deliver them.

7.4 If the consignee fails to take delivery of Goods, the Carrier will be deemed to have delivered the Goods in accordance with this Agreement if the Goods are delivered to the person, entity, place or address specified for delivery by the Customer and in that event the Carrier may without notice unload the Goods and/or store them in the open or under cover and with or without refrigeration. Such Storage will constitute delivery and thereupon all liability whatsoever of the Carrier in respect of the Goods will cease.

7.5 If the Carrier is unable to deliver the Goods because there is no authorised person to receive them, access cannot be gained, or for any other reason, the Carrier may without notice return the Goods to the Customer at the Customer's expense or store the Goods and that return of, or Storage of Goods will be deemed to constitute delivery and any responsibility that the Carrier has in respect of the Goods will cease and the Customer will be liable to reimburse the Carrier for any additional Carriage and/or Storage costs incurred.

7.6 The Customer agrees and authorises the Carrier at its discretion and at any time without notice to the Customer to:

- (a) Use any route, means of transport or Storage whatsoever.
- (b) Proceed by any route from the place of receipt whether or not such route is the nearest or most direct or customary route.
- (c) Comply with any directions or recommendations given by any statutory authority.
- (d) Adopt any specialist Carriage which may require the use of other services to ensure the safety of others and to comply with all statutory requirements.
- (e) With reasonable notice and acting reasonably, vary the Carriage for which a quotation or estimate has been given.

7.7 Any action taken by the Carrier under clause 7.6 and any resulting delay will be deemed to be included within the contractual route and Storage and will not be a deviation.

- 8. Liability**
- 8.1 At all times and in all circumstances and for all purposes the Goods will be and remain at the sole risk of the Customer and the Carrier will be under no liability whatsoever for any Loss including any delay, misdelivery or damage to Goods occasioned during Carriage and/or Storage arising from any reason.
- 8.2 The defences and exclusions of liability provided for in this Agreement will apply in any action against the Carrier for Loss or damage to the Goods whether the action is founded in contract or in tort or otherwise.
- 8.3 No conduct by the Carrier in breach of this Agreement or otherwise, whether lawful or unlawful, will under any circumstances constitute a breach going to the root of this Agreement, or a repudiation so as to have the effect of disentitling the Carrier from obtaining the benefit of and enforcing all rights, defences, exceptions, immunities and limitation of liability and other like protections of the Carrier contained in this Agreement and all such rights, defences, exceptions, immunities, limitations of liability and like protections will continue to have full force and effect in any event.
- 8.4 In all cases where liability has not been excluded or limited by this agreement or by any mandatory applicable statute or convention of law including the Competition and Consumer Act, the liability of the Carrier is limited to the lesser of:
- (a) in the case of Goods, any one or more of the following:
- (i) the replacement of the Goods or the supply of equivalent Goods;
- (ii) the repair of the Goods;
- (iii) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- (iv) the payment of the cost of having the Goods repaired.
- (b) (ii) in the case of the Carriage or Storage services:
- (i) the supplying of the services again; or
- (ii) the payment of the cost of having the services supplied again.
- 8.5 Save as otherwise provided herein, the Carrier shall in no circumstances whatsoever or howsoever arising be liable for direct or indirect or consequential Loss or damage of any kind. The defences and limits provided for in this Agreement shall apply in any action against the Carrier for Loss or damage or delay whether the action be founded in contract, tort, or otherwise.
- 8.6 Without limiting the generality of the foregoing, the Carrier shall not be liable for any Loss or damage whatsoever suffered by the Customer or any other person as a result of a failure or inability of the Carrier or Sub-contractor to collect or receive payment or delivery from any consignees or their agents whether caused by the negligence of the Carrier's servants, agents, officers, employees, Sub-contractors or otherwise.
- 8.7 The Customer and the Carrier agree that the Customer's right to compensation for any claim for Loss or damage will be extinguished unless:-
- (a) any claim for Loss of or damage to Goods (including short delivery) is lodged in writing to the Carrier within a reasonable period but not exceeding 60 days after delivery of the Goods or the date by which the Services are completed, whichever date occurs first; or
- (b) in the case of non delivery of Goods any claim must be notified in writing to the Carrier within a reasonable period but not exceeding 60 days from the date the Goods should have been delivered or the Services should have been completed, whichever date occurs first; and
- (c) if any claim under (a) and (b) has not been resolved, an action has not been commenced by the Customer in a court of competent jurisdiction within 6 months of delivery, or in the case of non delivery 60 months after the date of dispatch.
- 9. Consumer and Small Business Protection**
- 9.1 The provisions of this Agreement shall be read subject to any implied terms, conditions or warranties imposed by the Competition and Consumer Act.
- 9.2 Despite any provision of this Agreement:
- (a) the Customer is not required to indemnify the Carrier to the extent that the Loss or damage was directly caused by or in connection with the negligence, recklessness, unlawful act, error or omission, or breach of this Agreement by the Carrier or its officers, employees, agents or Sub-contractors; and
- (b) any provision of this Agreement that excludes or limits the liability of the Carrier or any of its officers, employees, agents and Sub-contractors does not apply to the extent that the liability was directly caused by or in connection with a negligence, recklessness, unlawful act, error or omission, or breach of this Agreement by the Carrier or its officers, employees, agents or Sub-contractors, as the case may be.
- 10. Lien and Disposal of Uncollected Goods**
- 10.1 All Goods and documents relating to Goods shall be subject to a particular and general lien for any amount due either in respect of Goods or on any particular or general balance of other amounts due from the Customer to the Carrier. If any amount due to the Carrier is not paid within 30 days after Notice of detention of Goods has been given to the person from whom any amount is due, the Goods may be sold by auction or otherwise at the sole discretion of the Carrier and at the expense of such person and the proceeds applied in or towards satisfaction of such particular and general lien.
- 10.2 The Carrier is entitled to dispose of any Goods that remain uncollected by the Customer after 30 days written Notice has been given to the Customer by the Carrier requesting collection of the Goods.
- 11. Force Majeure**
- 11.1 Where a party is unable, wholly or in part, by reason of Force Majeure Event and that party:
- (a) gives the other party prompt notice of such Force Majeure Event with reasonable full particulars and if known the probable extent to which it will be unable to perform or be delayed in performing that obligation; and
- (b) uses all possible diligence to remove that Force Majeure Event as quickly as possible;

- that obligation is suspended so far as it is affected by the Force Majeure Event but any obligation to pay money under this Agreement is not excused by a Force Majeure Event.
- 12. Dangerous Goods**
- 12.1 If the Customer delivers to the Carrier Dangerous Goods for Carriage then the Customer must prior to delivery of the Goods to the Carrier:
- (a) provide to the Carrier a full declaration of the nature, character and content of the Goods;
- (b) safely pack and properly prepare the Goods for Carriage in accordance with all applicable industry and statutory standards for the Carriage of such Goods; and
- (c) undertake that the Goods are packed in compliance with all laws and regulations which may be applicable during Carriage and/or Storage;
- (d) pay any additional charges reasonably incurred by the Carrier in respect of those Dangerous Goods, and failing this the Carrier may at the expense of the Customer abandon, dispose of or destroy the Goods if the Carrier considers that the Goods have deteriorated or become a source of danger or contamination.
- 12.2 Subject to clause 9.2, the Customer will indemnify the Carrier against all Loss howsoever caused arising out of the Carriage and/or Storage of any Dangerous Goods, whether declared as such or not and whether or not the Customer was aware of the nature of the Goods.
- 13. Storage**
- 13.1 At the Carrier's discretion Goods may be stored at any place and at any time be removed and stored at any other place.
- 13.2 Where the Customer requires the Carrier to store the Goods the Customer will provide an inventory of the Goods to the Carrier prior to Storage. The Carrier will be entitled to inspect the Goods, check the Customer's inventory and provide its own inventory of the Goods received at the time of receipt. The Carrier's inventory will be conclusive evidence of the Goods received by the Carrier.
- 14. Carrier's charges**
- 14.1 Freight is payable by the Customer without prejudice to the Carrier's rights against any other person. Responsibility for payment of Goods sent 'Freight on delivery' will remain with the Customer at all times whether or not the Customer is consignee or consignee. Where a consignee fails to pay within 30 days the Freight will be paid by the consignee.
- 14.2 Freight will be deemed fully earned on receipt of the Goods by the Carrier and is non-refundable in any event.
- 14.3 Freight is due and payable by the Customer fourteen (14) days after receipt of the Carrier's invoice. The Customer will pay interest at the weighted average interest rate on credit outstanding for small business as published by the Reserve Bank of Australia from time to time in respect of unpaid Freight or any other charge incurred by the Carrier pursuant to this Agreement.
- 14.4 Should the Carrier be delayed by the Customer for a period in excess of 30 minutes in loading, unloading or for any other reason beyond the control of the Carrier, the Customer will pay to the Carrier the Carrier's reasonable costs incurred by the Carrier due to such delay.
- 14.5 The Customer will be liable for and will pay for (in addition to Freight and Storage charges and any other charges):
- (a) all other charges in relation to the Carriage of the Goods and/or any other services by the Carrier and/or any third party whether payable to the Carrier and/or third parties including excise and customs duties, shipping, customs, railway, port fees and other charges;
- (b) all taxes including sales tax and any tax pursuant to clause 15 levied on all or any part of the Goods and/or the Carriage of any other services.
- (c) all costs arising from or relating to clause 7.6 of this Agreement.
- 14.6 Where sales tax or goods and services tax (including any other tax, duties or charges) are included in a quote, it is based on the rate applicable at the time of the quote and any subsequent variation is to the Customer's account.
- 15. GST**
- 15.1 This clause 15 applies if a party is or may become liable to pay GST in relation to any Supply under this Agreement (a "Taxable Supply"). A Taxable Supply may comprise the whole or any part of the Carriage or Storage of Goods under this Agreement.
- 15.2 Unless otherwise stated, all charges quoted by the Carrier are exclusive of GST. In addition to such charges, the Customer must pay to the Carrier GST on a Taxable Supply of an amount equal to the Carrier's GST exclusive charge for the Taxable Supply multiplied by the GST rate. GST shall be payable by the Customer without any deduction or set off for any other amount at the same time as the Carrier's GST exclusive charge is payable. In all other respects, GST shall be payable by the Customer to the Carrier upon the same basis as the Carrier's GST exclusive charge is payable under this Agreement.
- 15.3 The Carrier must issue an Invoice to the Customer for the amount of GST referable to a Taxable Supply. The Carrier must include in such Invoice such particulars as are required by the GST Law in order that the Customer may obtain an input tax credit for the amount of GST payable on the Taxable Supply.
- 15.4 If the Customer makes default in the payment on the due date of any GST payable pursuant to this clause 15 or pursuant to any GST Law, then without prejudice to any other remedies of the Carrier, the Customer shall pay to the Carrier upon demand the GST payable and an amount equal to the amount of any damages, penalty, interest or additional GST that may become payable by the Carrier arising out of the default of the Customer.
- 15.5 If a party must reimburse or indemnify another party for a Loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the Loss, cost or expense.
- 15.6 If an adjustment event arises in respect of a supply made under or in connection with this Agreement, then:

- (a) if the Supplier's corrected GST amount is less than the previously attributed GST amount, the Supplier will refund the difference to the Recipient; or
- (b) if the Supplier's corrected GST amount is greater than the previously attributed GST amount, the Recipient will pay the difference to the Supplier; and
- (c) the Supplier must issue an adjustment note to the Recipient.
- 15.7 In this clause:
- (a) Supplier means the party that makes the Taxable Supply;
- (b) Recipient means the party that receives the Taxable Supply; and
- (c) unless the contrary intention appears, words or expressions used in this clause have the meaning defined in the GST Law.
- 16. Confidential Information**
- 16.1 The Customer acknowledges and agrees that:
- (a) any information disclosed to it by the Carrier in connection with this Agreement or the provision of Carriage or Storage of Goods (Confidential Information) is disclosed in confidence and it will maintain that Information in confidence; and
- (b) it will not use or disclose such Confidential Information except in accordance with this clause 16.
- 16.2 The Customer may reveal Confidential Information of the Carrier:
- (a) with the prior written consent of the Carrier;
- (b) if (but only to the extent that) it is required to do so by law or by any notice, order or regulation of any competent authority (including any rules of a securities exchange) which is binding upon the Customer; or
- (c) if the Confidential Information has come within the public domain, other than by a breach of these confidentiality obligations by the Customer.
- 17. Privacy**
- 17.1 The Carrier's obligations relating to the handling of personal information are contained in the Privacy Act and in the Carrier's Privacy Policy (<http://www.allpurpose.com.au>).
- 18. PPSA**
- 18.1 Terms used in this clause 18 that are defined in the PPSA have the same meaning as in the PPSA.
- 18.2 Without limitation to other rights of the Carrier, from the time the Goods are in the possession of the Carrier or a Sub-contractor, the Goods are subject to a continuing security interest in favour of the Carrier for the payment of all amounts due and owing by the Customer under this Agreement.
- 18.3 The Customer acknowledges and consents to the Carrier's registration and perfection of the Carrier's security interest under this Agreement for the purposes of the PPSA.
- 18.4 The Customer will not grant a security interest to another person, or allow any encumbrance to arise, in respect of the Goods.
- 18.5 To the extent permitted by law, the Customer irrevocably waives any right it may have to:
- (a) receive notices or statements under sections 95, 118, 121(4), 124(4), 125, 130, 132(3)(d) 132(4) and 135 of the PPSA; and
- (b) redeem the Goods under section 142 of the PPSA;
- (c) reinstate this Agreement under section 143 of the PPSA; and
- (d) receive a verification statement.
- 18.6 The Customer will do all things and execute all documents reasonably necessary to give effect to the security interest created under this Agreement or comply with any reasonable request by the Carrier in connection with the PPSA.
- 19. Assignment**
- 19.1 The Customer shall not assign or transfer this Agreement without the prior written consent of the Carrier. Any purported assignment or transfer without such consent shall be void and of no effect.
- 20. Variation**
- 20.1 This Agreement may be waived, varied or added to from time to time:
- (a) by written agreement between the Carrier and the Customer; or
- (b) unilaterally by the Carrier, subject to clause 20.2.
- 20.2 The Carrier may change this Agreement at any time. The Carrier will provide the Customer with reasonable notice of those changes either by posting the updated Agreement on the Carrier's website (<http://www.allpurpose.com.au>), emailing the Agreement to the Customer or otherwise providing a written (including electronic) copy to the Customer. The updated Agreement shall be deemed to be accepted by the Customer and will apply to any order or request for Carriage or Storage of Goods which the Customer places, after the effective date notified by the Carrier, for the updated Agreement.
- 21. Chain of Responsibility**
- 21.1 The Customer must at all times take all reasonable steps to prevent any contravention of the CoR.
- 21.2 The Customer agrees that it complies with its obligations under the Heavy Vehicle National Law and has a policy of CoR training and compliance that is subject to periodic review and assessment.
- 21.3 The Carrier is committed to taking all reasonable steps to ensure that any carriage of Goods by road performed as part of the Carriage or Storage is performed safely and in accordance with the Heavy Vehicle National Law and the CoR provisions it contains.
- 21.4 The Carrier will not comply with any directive or instruction by the Customer that might have the effect of contributing to a breach of the Heavy Vehicle National Law or preventing the Carrier from taking all steps that it considers to be necessary to

- prevent any breach of the Heavy Vehicle National Law or to otherwise comply with its duty of care under the Heavy Vehicle National Law.
- 21.5 The Carrier will not, under any circumstances or to any extent, be liable to the Customer or any other person for any Loss or sum whatsoever arising from any action or inaction of the Carrier, its officers, employees, agents or Sub-contractors reasonably undertaken or refrained from in order to comply with the Heavy Vehicle National Law.
- 21.6 Upon becoming aware of any breach of the CoR, the Carrier may report the breach to the relevant authority (e.g. RMS in NSW) and retain records of the breach.
- 21.7 The Customer undertakes to notify the Carrier in writing immediately in the event that it or any employees, officers, contractors and/or sub-contractors and permitted agents is issued with any warning, request for information or production of documents, notice or fine in respect of any breach of the CoR in respect of any Goods or Carriage. The Customer undertakes to provide the Carrier with a copy of any such warning, request, notice or fine and any response or submissions made by it in relation to the same.
- 21.8 In the event of a breach of CoR obligations by the Customer, the Carrier may cease the provision of further services.
- 22. Insurance**
- 22.1 The Customer acknowledges that the Carrier will not effect any insurance of the Goods for the benefit of the Customer or otherwise.
- 23. Joint and Several Liability**
- 23.1 Where the Customer comprises two or more persons, an agreement or obligation to be performed or observed by the Customer bind those persons jointly and severally, and a reference to a Customer includes a reference to any one or more of those persons.
- 24. Successors**
- 24.1 A reference to a party to this agreement or any other document or agreement includes its successors and permitted assigns.
- 25. Method of Payment**
- 25.1 All payments required to be made under this Agreement to the Carrier will be made in Australian dollars:
- (a) either in cash; or
- (b) by crediting the account of the Carrier (specified for that purpose) with cleared funds.
- 26. Overdue Payments**
- 26.1 If any amount owed by the Customer to the Carrier is not paid within 7 days of the due date:
- (a) a late payment fee of \$55 will apply, which the parties agree represents a genuine pre-estimate of the additional costs likely to be incurred by the Carrier in connection with pursuing payment; and
- (b) interest at 3% above the rate set by the Commonwealth Bank of Australia on overdrafts in excess of \$100,000 per annum will be payable on all overdue amounts. Accrued interest will be calculated and compounded daily, from the due date.
- 26.2 If any amount owed by the Customer to the Carrier is not paid within 7 days of the due date the Carrier may suspend supply of, or terminate, its services to the Customer.
- 27. Severance**
- 27.1 If any provision or part of any provision 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.
- 28. Waiver**
- 28.1 Neither party may rely on the words or conduct of the other party as a waiver of any right unless that waiver is in writing and signed by the party granting the waiver.
- 29. Compliance**
- 29.1 Nothing in Agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.
- 29.2 A reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision.