McKinnon Heating & Cooling Pty Ltd - Terms & Conditions of Trade

Definitions

McKinnon means McKinnon Heating & Cooling Pty Ltd ATF
McKinnon Heating & Cooling Unit Trust T/A McKinnon Heating &
Cooling Pty Ltd, its successors and assigns or any person acting on
behalf of and with the authority of McKinnon Heating & Cooling Pty
Ltd ATF McKinnon Heating & Cooling Unit Trust T/A McKinnon

Internal & Cooling Pty Ltd.

Ltd AIF McKinnon Heating & Cooling Unit Trust I/A McKinnon Heating & Cooling Ply Ltd. "Client" means the person's buying the Goods as specified any invoice, document or order, and if there is more than one Client is a reference to each Client plintly and severally. Goods' means all Goods or Services supplied by McKinnon to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for 7.11 1.4

the other)

Prince' means the Price payable (plus any GST where applicable)
for the Goods as agreed between McKinnon and the Client in
accordance with clause 5 below.

"GST means Goods and Services Tax as defined within the "A New
Tax System (Goods and Services Tax) Act 1999" (Cth). 1.5

Acceptance
The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods. If 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 agreement between the 2.2

Electronic Transactions (Victoria) Act 2000
Electronic signatures shall be deemed to be accepted by either 7.14
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.

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

Price and Payment
At McKinnon's sole discretion, the Price shall be either:
(a) as indicated on any invoice provided by McKinnon to the Client;

(a) as indicated on any invoice provided by McKinnon to the Client; or (b) McKinnon's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

McKinnon reserves the right to change the Price if a variation to 8.1 McKinnon's quotation is requested. Any variation from the plan of McKinnon's expressives or specifications (including, but not limited to, any variation as a result of additional Services required due to uniforeseen circumstances such as poor weather conditions, limitations to accessing the site, obscured site defects which require emedial work (e.g. poor existing wing, etc.), health hizazors an emedial work (e.g. poor existing wing, etc.), health hizazors and expression of the property of the

At McKinnon's sole unscreun, a mini-transact super-integrited.

Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date's determined by McKinnon, which may be:

(a) on delivery of the Goods;

(b) by way of instalments/progress payments in accordance with McKinnon's payment schedule;

(c) the date specified on any invoice or other form as being the date for payment; or

(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by McKinnon.

days following the date of any invoice given to the Client by McKinnon.

Payment may be made by clash, cheque, bank cheque, electronicloruline banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the fillent and McKinnon.

The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client the McKinnon nor to withhold payment of any invoice because part of that invoice is in dispute.

Unless otherwise stated the Price does not include GST. In addition 11.2 to the Price, the Client must pay to McKinnon a mamount equal to any GST McKinnon must pay for any supply by McKinnon under this or any other agreement for the sale of the Goods. The Client must 11.3 pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5.7

Delivery of Goods
Delivery ("Delivery") of the Goods is taken to occur at the time that:
(a) the Client or the Client's nominated carrier takes possession of

Delivery ('Delivery') of the Goods is taken to occur at the time that (a) the Client or the Client's nominated carrier takes possession of the Goods at McKinnon's address; or (b) McKinnon (or McKinnon's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address in the property of the Client is not present at the address of the Client's not present to the Price. The Client is addition to the Price of the Client's and the Client's not present to the Price of the Client's not present the Client's not present the Client's not the Goods is an estimate only. The Client must take delivery for the Goods is an estimate only. The Client must take delivery for the Client is not the Goods whenever they are tendered for delivery. McKinnon will not be liable for any loss or damage incurred by the Client as result of delivery being late. In the event that the Client is unable to take delivery of the Goods as arranged then McKinnon shall be entitled to charge a reasonable fee for redelivery and/or storage. McKinnon may deliver the Goods in separate installments. Each separate installments. Each separate installment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

Risk frisk of damage to or loss of the Goods passes to the Client on Delivery and the Client 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 Client, McKinnon is entitled to receive all insurance proceeds payable for the Goods have been been considered to the control of the control of wide most of the control of the control of the control of wide control of these terms and conditions by McKinnon is sufficient evidence of McKinnon's rights to receive the insurance proceeds

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production of these terms and conditions by McKinnon is sufficient evidence of McKinnon's rights to receive the insurance proceeds without the need for any person dealing with McKinnon in or make 12.2 further enquires.

McKinnon to leave Goods outside McKinnon's promises to collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk. The work will be tested to ensure that it is electrically safe and is in accordance with the wiring rules and other standards applying to the electrical installation under the Electrical Safe Regulations. All of 12.3 the cabling work will comply with the Australian and New Zealand Wiring standards.

Where applicable, the Client warrants that any structure's to which the Goods are to be affixed are able to withstand the installation of the Goods and that any electrical connections (including, but not intered to the condition of the Goods and that any electrical connections (including, but not intered to the condition of the Goods and that any electrical connections (including, but not intered to the condition of the Goods are constalled. If, for any reason (including the discovery of absetsos, defective or unsafe wiring, or dangerous access to roofing). McKinnon easonably forms the opinion that the Client's premises is not safe for the Services to proceed. The Client advanced by the control of the Client's premises is not safe for the Services to proceed.

to delay the Services until McKinnon is satisfied that it is safe for the Services to proceed.

The Client acknowledges that McKinnon is only responsible for parts that are replaced by McKinnon, and in the event that other components/goods, subsequently fail, the Client agrees to indemnify McKinnon against any loss or damage to the Good, or caused by the Goods, or any part thereof howsoever arising. In the event that the electrical wirring is required to be re-positioned at the request of any third party contracted by the Client, or any Goods need to be relocated due to complainst from neighbours or local authorities, the Client agrees to indemnify McKinnon against any additional costs incurred with such relocation. All such variances shall be invoiced in accordance with clause 5.2. Whilst the final location of the condensing unit is at the discretion of the Client, a charge will apply as a variation as per clause 5.2, if the Client requests the unit to not be located adjacent to the external wall, due to the underground piping required

The Client acknowledges that in the event that McKinnon is 12.5 requested by the Client to perform a temporary repair, the Client accepts that the repair is temporary and McKinnon offers no 12.6 quarantee against reoccurrence, effectiveness or further damage. Where McKinnon gives advice or recommendations to the Client (or 12.7 the Client's agent) in regards to the Services, including specific instructions regarding the repair or use of the Goodslequipment and such advice or recommendations are not acted upon then McKinnon shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement 12.9 of the Services, which will be completed at the risk and liability of the Client.

the Client.

McKinnon shall, upon installation, ensure that all installed Goods

the Client News, winch will be completed at the lists and in lability of the Client News Among the News Amo

caused by any other tradesman, this will become a variation to the original quotation and will be charged at McKinnon's normal hourly rate per clause 5.2.

Access.
The Client shall ensure that McKinnon has clear and free access to the nominated site at all times to enable them to undertake the Services. McKinnon shall not be faible for any loss or dramage to the site (including, without limitation, damage to pethways, driveways and concreted or pared or grassed areas) unless due to the negligence of McKinnon. 14.5 14.6

Compliance with Laws
The Client and McKinnon shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services, including any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

or legislation.
The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.

approvals that may be required for the services.

Underground Locations
Prior to McKinnon commencing the Services the Client must advise McKinnon of the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer should, but are not limited to, electrical services, gas services, sewer shudge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.

Whist McKinnon will take all care to avoid damage to any underground services the Client agrees to indemnify McKinnon in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 10.1.

as per clause 10.1

Title McKinnon and the Client agree that ownership of the Goods shall not pass until:

(a) the Client has paid McKinnon all amounts owing to McKinnon;

(a) title Client has peal wickning in an aniounis cwing to mickning, and (b) the Client has met all of its other obligations to McKinnon. 14.10 Receipt by McKinnon of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised. It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause \$1.1: (a) the Client is only a bailee of the Goods and must return the Goods to McKinnon on request. (b) the Client holds the benefit of the Client's insurance of the Goods or trust for McKinnon and must pay to McKinnon the proceeds of any insurance in the event of the Goods being lost, 14.11 riamagned or riestrowed.

damaged or destroyed.

the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold 15.1 the proceeds of any such act on trust for McKinnon and must pay or deliver the proceeds to McKinnon on demand: the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of McKinnon as it so directs.

**The Client I revenues the McKinnon to care the Client of the

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McKimon as it so directs.

McKimon as it so directs.

He Client irrevocably authorises McKimon to enter any premises where McKimon believes the Goods are kept and recover possession of the Goods.

McKimon may recover possession of any Goods in transit 15.3 whether or not delivery has occurred.

the Client shall not delivery and an encumbrance over the Goods may remain any other continuous delivery may be an encumbrance of the Goods may are interest in the Goods while they remain the property of McKimon.

McKimon may commence proceedings to recover the Price of 16. The continuous delivery of the Goods of 16.1 has not passed to the Client.

Personal Property Securities Act 2009 ("PPSA") In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to 16.2 it by the PFSA.

It by the PPSA.

It by the PPSA is a security interest has the meaning given to Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) being a monetary obligation of the Client to McKinnon for Services that have previously been supplied and that will be supplied in the future by McKinnon to the Client.

The Client undertakes to:

(a) promptly son any further decirity.

ent undertakes to: omptly sign any further documents and/or provide any furthe prompty sign any luture occurrents and/or provide any future information (such information to be complete, accurate and up-to-date in all respects) which McKinnon may reasonably require 16.4

register a financing statement or financing change statement in relation to a security interest on the Personal

y register a melanon, a security interest on the Personal Property Securities Register, (in egister any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 12.3(a)(iii) cr12.3(a)(iii); and upon demand reimburse, McKinnon for all expenses incurred 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.

Securities Register established by the PPSA or releasing any Goods charged thereby.

(o) not register a financing change statement in respect of a security interest without the prior written consent of McKinnon;

(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods andol 17, or collateral (account) in favour of a third party without the prior 17-11 written consent of McKinnon of any material change in its business practices of selling the Goods which would result in a third party of the property of the property of the property of the property of the PPSA do not apply to the security agreement created by these terms and conditions.

The Client waves their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Client waves their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by McKinnon, the Client 17.3 waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Client must unconditionally ratify any actions taken by McKinnon under clauses 12.3 to 12.5. Subject to any express provisions to the contrary (including those 18. to intended to have the effect of contracting out of any of the provisions of the PPSA.

Security and Charge
In consideration of McKinnon agreeing to supply the Goods, the 18.2 Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any

money). The Client indemnifies McKinnon from and against all McKinnon's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising McKinnon's rights under this

clause.

The Client irrevocably appoints McKinnon and each director of McKinnon as the Client's true and lawful attorney/s to perform a necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.

Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)
The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify McKinnon in writing of any evident defect/damage, bortage in quantity, or fallure to comply with description or quote. The Client must notify any other alleged defect in the Goods as soon as resonably possible after any such decibecomes evident. Upon such notification the Client must allow McKinnon to inspect the Goods.
Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory injudic guarantees and warranties (including, without limitation the testatutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).

Conditions (Non-Excluded Guarantees).

McKinnon acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees. McKinnon makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. McKinnon's liability in respect of these vernatiles is limited to the fullest extent permitted by law.

If the Client is a consumer within the meaning of the CCA McKinnon's liability is limited to the extent permitted by section 64A of Schedule 2.

18.7

discretion;
(b) limited to any warranty to which McKinnon is entitled, if McKinnon did not manufacture the Goods;
(c) otherwise negated absolutely, Subject to this clause 14, returns will only be accepted provided

that:

(a) the Client has complied with the provisions of clause 14.1; and 18.8 (b) McKinnon has agreed that the Goods are defective; and (c) the Goods are returned within a reasonable time at the Client'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. Nowthistanding clauses 14.1 to 14.8 but subject to the CCA, McKinnon shall not be liable for any defect or damage which may be caused or partly caused to yet risse as a result of

sed or partly caused by or arise as a result of: the Client failing to properly maintain or store any Goods; the Client using the Goods for any purpose other than that for

which they were designed; the Client continuing the use of any Goods after any defect 19. became apparent or should have become apparent to a 19.1

(c) the cutent continuity the use of any subdox and the property to a 19.1 became apparent to the case of the apparent to the appa

Intellectual Property
Where McKinnon has designed, drawn or developed Goods for the 20.2
Client, then the copyright in any designs and drawings and documents shall remain the property of McKinnon. Under no circumstances may such designs, drawings and documents be used without the express written approval of McKinnon. The Client warrants that all designs, specifications or instructions 21. given to McKinnon will not cause McKinnon to infiringe any patent, 21.1 registered design or trademark in the execution of the Client's order taken by an time party segainst McKinnon segainst any action taken by a third party segainst McKinnon regainst any action taken by a third party segainst McKinnon in respect of any such infifingement.

infringement.

The Client agrees that McKinnon may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which McKinnon has created for the Client.

Default and Consequences of Default
Interest on overfule invoices shall accrue daily from the date when 21.2
payment becomes due until the date of payment, at a rate of two
and a half percent (2.5%) per calendar month (and at McKinnon's
sole discretion such interest shall compound monthly at such a rate)
after as well as before any judgment.
If the Client owes McKinnon any monthe Client shall indemnify
WcKinnon from and against all costs and disbursements incurred by

If the Client owes McKinnon any money the Client shall indemnity 22.1 McKinnon from and against all costs and disbusements incurred by McKinnon in recovering the debt (including but not limited to internal administration frees, legal costs on a solicitor and own client basis, McKinnon's contract default fee, and bank disbnooru feesive under this contract. If a Client has made payment to McKinnon and the transaction is subsequently reversed, the Client shall be liable for 22.2 the amount of the reversed transaction, in addition to any printer costs incurred by McKinnon under this clause 16 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement. Without prejudice to McKinnon's other remedies at law McKinnon shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to McKinnon shall, whether or not due for payment, become immediately payable if. (a) any money payable to McKinnon becomes overdue, or in McKinnon's opinion the Client will be unable to make a 22.4 payment when it falls due.

McKinnon, the successor any application credit mile, provided by 22.5 McKinnon, the Client becomes insolvent, convenes a meeting with its 22.6 creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or makes an assignment for the benefit of its creditors; or creditors; or creditors; or compared invivident (provisional continuous) or

creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

Cancellation Without pro

Cancellation
Without prejudice to any other remedies McKinnon may have, if at
any time the Client is in breach of any obligation (including those
relating to payment) under these terms and conditions McKinnon 22.8
may suspend or terminate the supply of Goods to the Client,
McKinnon will not be liable to the Client for any other supplies the
Client suffers because McKinnon has exercised its rights under this
22.9 Clause.

McKinnon 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 Client. On giving such notice McKinnon shall repay to the Client any money paid by the Client for the Goods. McKinnon shall not be liable for any loss or

drawge whatsever arising from such ancellation.

In the event that the Client cancels delivery of conditions the Client shall be liable for any and all loss incurred (whether direct or indirect) by McKinnon as a direct result of the cancellation (including, but not limited to, any loss of profils).

Privacy Act 1988
The Client agrees for McKinnon to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by McKinnon.

applications, credit history) about the Client in relation to credit provided by McKinnon. The Client agrees that McKinnon may exchange information about the Client with those credit providers and with related body corporates for the following purposes:

(a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with the control of the c

the provision of Goods, and/or analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or enabling the collection of amounts outstanding in relation to the Goods.

(d)

and/or credit tacilities requessed by the Control and and or credit tacilities requessed by the Collection of amounts outstanding in relation to the Goods.

McKinnon may give information about the Client to a CRB for the following purposes:

(a) to Obdan account of the Client to CRB for the following purposes:

(b) to CRB to credit export.

(b) the CRB to credit export.

(c) the CRB and include:

(a) personal information as outlined in 18.1 above;

(b) name of the credit provider and that McKinnon is a current credit provider to the Client;

(c) whether the credit provider is al icensee;

(d) type of consumer credit;

(e) details concerning the Client's application for credit or commercial credit (e), date of commencementhermination of commercial credit (e), date of commencementhermination of landing of the Client's application for credit or commercial credit (e), date of consumer credit (edaults, 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 or alternatively that the Client no longer has any overdue accounts and McKinnon has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);

(a) information that, in the opinion of McKinnon, the Client has

and all details surrounding that discharge (e.g. dates or payments);

(g) information that, in the opinion of McKinnon, the Client has committed a serious credit infringement;

(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150). The Client shall have the right to request (by e-mail) from McKinnon:

(a) a copy of the information about the Client telained by McKinnon and the right to request the McKinnon correct any McKinnon and the right to request that McKinnon correct any location of the control of the more control of the more control of the more control of the control of the more control of the more control of the more control of the control of t

maintained and/or stored in accordance with the law. The Client can make a privacy complaint by contacting McKinnon via e-mail. McKinnon will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint in the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.a.com

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. Writing
adequately identifying and providing details of the dispute. Writing
fourteen [14] days after service of a notice of dispute, the parties
shall confer 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. In the vertex
that the dispute cannot be so resolved either party may by further
notice in writing delivered by hand or sent by certified mall to
the other party refer such dispute to arbitration. Any arbitration shall be:
(a) referred to a single arbitrator to be nominated by the President
(b) conducted in accordance with the Institute of Arbitrators
Australia Rules for the Conduct of Commercial Arbitration.

Building and Construction Industry Security of Payment Act

2002 and Construction industry Security of Payment Act 2002 At McKinns sole discretion, if there are any disputes or claims of unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payment Act 2002 may apply. Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payment Act 2002 of Victoria, except to the extent permitted by the Act where applicable.

Service of Notices

Any written notice given under this contract shall be deemed to have been given and received:

(a) by handing the notice to the other party, in person;

(b) by leaving it at the address of the other party as stated in this

(c) by leaving it at ine acutess of the other pairy as stated in this contract;
(c) by sending it by registered post to the address 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's last 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.

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, no shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, projudiced for impaired.

Interduction was best of the remaining provisions shall not be amected, rejudicated or impaired.

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

Subject to clause 14, McKinnon shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by McKinnon of these terms and conditions (alternatively McKinnon's liability shall be limited to damages which McKinnon's lability shall be limited to damages which McKinnon stylence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent. The Client cannot licence or assign all or any part of its rights and/or obligations under this contract without the Client's consent. The Client cannot licence or assign without the written approval of McKinnon.

The Client cannot licence or assign without the written approval or McKinnon. McKinnon may elect 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 Client agrees and understands that they have no authority to give any instruction to any of McKinnon's sub-contractors without the authority of McKinnon.

ally of McKiniton's Sub-contractors without the authority of McKiniton. The diseases that McKiniton may amend these terms and conditions by notifying the Client in writing. These changes shall be conditions by notifying the Client in writing. These changes shall be considered to the condition of the condition o

Please note that a larger print version of these terms and conditions is available from McKinnon on request.