



BEST BAR
REINFORCEMENTS

Credit Application

Forward completed credit applications to:

P.O. Box 559, Altona North, Victoria, 3025

Or fax to: (03) 9394 5893

PLEASE TICK THE BOX NEXT TO BRANCH YOU WILL BE TRADING WITH:

- Perth Rockingham Branch
- Melbourne Truganina Branch
- Melbourne Dandenong Branch
- Melbourne Bendigo Branch
- Darwin Branch
- Adelaide Branch

30 DAY CREDIT ACCOUNT APPLICATION

BEST BAR REINFORCEMENTS

1 -3 Distribution Drive
Truganina Vic 3029

Mail: PO Box 559, Altona North, Victoria, 3025

Ph: (03) 9394 5800 Fax: (03) 9394 5890

Email: vicsales@bestbar.com.au

Web Site: www.bestbar.com.au



Are you (please tick one) Company Partnership Sole Trader Trust

Full Name of Company/Business: _____

Trading Name: _____ Nature of Business: _____

Trading Address: _____ Postcode: _____

Postal Address: _____ Postcode: _____

Telephone: _____ Facsimile: _____ Email: _____

A.C.N.: _____ A.B.N.: _____

Name of Directors/Proprietors	Home Address:	Position:
1.		
2.		
3.		
4.		

Credit Limit Required: \$ _____ Accounts Contact Name: _____ Telephone: _____

Premises-Rented, Leased or Owned: _____ If Owned-by which Company/Person: _____

Year Established: _____ Estimated Annual Sales: _____ No. Of Employees: _____

If business established/taken over in the last 3 years, provide details of previous business experience or occupation _____

Have the Directors/Owners/Partners been associated with any companies that have ceased to trade? _____

If yes, please provide name of Company/Business: _____

BUSINESS BANKING DETAILS

Name of Bank: _____ Branch: _____ Telephone: _____

Approx. Value of Facility: _____ Secured By: _____

TRADE REFERENCES: (please provide three names and complete all details)

Supplier:	Telephone:	Facsimile:	Contact:
1.			
2.			
3.			

1. **Definitions**

“Best Bar Reinforcements” means collectively Best Bar Pty Ltd ACN 068 713 539 and each wholly owned subsidiary including but not limited to Bestbar (Vic) Pty Ltd ACN 086 622 273.

“Customer” means the company, person(s) or business identified in this Credit Application.

“Credit Application” means this Credit Application.

2. **Warranties**

The Customer warrants to Best Bar Reinforcements that:

- (a) The above information is true and correct in all respects and the Customer acknowledges and agrees that if credit is extended to it, it will be bound by all the standard terms and conditions of Best Bar Reinforcements as set out in the attached Trading Terms and Conditions, which standard terms and conditions have been read and understood by the customer: and;
- (b) Where the Customer is a company, the person signing the Credit Application is duly authorised by the Board of Directors of the Customer to sign the Credit Application on behalf of the Customer and to bind the credit of the Customer.

3. **Privacy Act 1988**

- (a) If Best Bar Reinforcements considers it relevant to assessing my/our application for commercial credit, the Customer agrees to Best Bar Reinforcements obtaining from a credit reporting agency, a credit report containing personal credit information about the Customer in relation to commercial credit provided by Best Bar Reinforcements.
- (b) The Customer agrees to Best Bar Reinforcements obtaining personal information about the Customer and each of the undersigned from other credit providers, whose names I/we may have provided to Best Bar Reinforcements or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Best Bar Reinforcements.
- (c) The Customer agrees that Best Bar Reinforcements may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by the Customer and each of the undersigned.

Dated:

Signature of Customer (Sole Trader)

Signature of Customer (Sole Trader)

Name of Signatory

Name of Signatory

Signature of Witness

Signature of Witness

Signature of Director (Company)

Signature of Director (Company)

Name of Director

Name of Director

Signature of Witness

Signature of Witness

BEST BAR REINFORCEMENTS
PERSONAL GUARANTEE and INDEMNITY

Name of Company:	(the "Company")
Name of Guarantor:	
Name of Guarantor:	
Name of Guarantor:	
Name of Guarantor:	

- A. The Company has, at the request of the Guarantors, submitted an application to be supplied goods or services (or both) on credit by the Supplier.
- B. The Guarantors have, as security for any credit which the Supplier may agree to provide to the Company, agreed to provide the Supplier with a personal guarantee and indemnity on the terms outlined below.

Operative Terms

1. Definitions:
- "Company" means the company named above and/or the company named in the accompanying 30 day credit account application.
- "Best Bar Reinforcements" means the Supplier.
- "Guarantor" means each of the abovenamed guarantors jointly and severally.
- "Guarantee" means the guarantee and indemnity provided herein.
- "Supplier" means collectively Best Bar Pty Ltd ACN 068 713 539 and each wholly owned subsidiary including but not limited to Bestbar (Vic) Pty Ltd ACN 086 622 273.
2. A reference to a person includes a reference to a corporation and vice versa if appropriate. Use of a gender or the plural includes all other genders and the singular and vice versa as appropriate.
3. Each of the Guarantors, jointly and severally, hereby:
- (a) guarantees the punctual payment to the Supplier of all amounts which the Company does now or may at any time in the future owe to the Supplier;
 - (b) guarantees the punctual and correct compliance with all obligations (other than payment obligations) which the Company owes now or may in the future owe to the Supplier; and
 - (c) indemnifies the Supplier against any loss it may suffer if the Company does not meet any of its obligations.
4. This Guarantee creates a principal obligation from each and every Guarantor jointly and severally to the Supplier and is in addition to any security which the Supplier may hold from the Company. This Guarantee may be enforced against any one Guarantor without the Supplier having to take any steps against the Company.
5. This Guarantee is not affected by and is still enforceable if:
- (a) the Supplier does not comply with any law or any agreement with the Company;
 - (b) the Supplier grants any time, release or other concession to the Company or any one or more of the Guarantors;
 - (c) one or more of the Guarantors or any other party does not execute this Guarantee;
 - (d) there is an event of death, incapacity, administration, bankruptcy or insolvency of the Company or of any of the Guarantors;
 - (e) a payment by the Company or by any Guarantor to the Supplier is set aside in bankruptcy, liquidation or official management of the Company or any of the Guarantors;
 - (f) a Guarantor ceases to be director or be involved with the Company or the status or structure of the Company changes at all;
 - (g) any other thing occurs which could otherwise limit the affect of this Guarantee; and
 - (h) any amounts owing to the Supplier by the Company is not recoverable from the Company for any reason at all.
6. This Guarantee is a continuous guarantee and indemnity and is not wholly or partially discharged until all credit arrangements between the Supplier and the Company are terminated, all amounts owing to the Supplier by the Company are paid, and all obligations of the Company to the Supplier are complied with in full.
7. The Guarantors agree to waive all rights inconsistent with anything in this Guarantee.
8. Each Guarantor hereby charges to the Supplier, as security for the payment of all monies due to the Supplier under this Guarantee, all legal, equitable and beneficial interests in land (freehold and leasehold) and personal property held either now or in the future by the Guarantor.
9. Each Guarantor agrees that if a demand is made upon him or her by the Supplier pursuant to this Guarantee, then the Guarantor

will immediately execute any mortgage or any other instruments of security as may be required, in favour of the Supplier.

- 10. Each Guarantor hereby consents to the Supplier lodging a caveat over any land in which the Guarantor has a legal, beneficial or equitable interest.
- 11. Each Guarantor agrees that the Supplier may seek details from a credit reporting agency (including personal financial information) about them to assess whether to accept them as Guarantors.
- 12. If the Company is a trustee of a trust, each Guarantor warrants that the Company has full authority as trustee to enter into agreements for the supply of goods or services on credit.
- 13. The Supplier and any authorised representative of the Supplier can give a demand or notice to any of the Guarantors. A demand or notice can be served on the Guarantors either by post (at the last know address of the Guarantor), by facsimile or by email.
- 14. The Guarantors agree that the Supplier can serve any court documents related to the enforcement of the Guarantee on them by ordinary prepaid post to the last know address of the Guarantor.
- 15. The Guarantors acknowledge that the Guarantee is addressed to all branches, subsidiaries and related bodies corporate of the Supplier and will govern the provision of goods or services (or both) on credit by that branch, subsidiary or related body corporate to the Company. Each branch, subsidiary or related body corporate of the Supplier who has provided credit to the Company may call upon the Guarantee.
- 16. This Guarantee shall, notwithstanding that the same was made elsewhere in Australia, be deemed to have been made in the State of Victoria. The courts in the State of Victoria shall be deemed to have jurisdiction in all matters related to the Guarantee.

Dated:

Executed as a Deed:

Signature of Guarantor

Name of Guarantor

Address of Guarantor

Signature of Witness

Signature of Guarantor

Name of Guarantor

Address of Guarantor

Witness

Signature of Guarantor

Name of Guarantor

Address of Guarantor

Signature of Witness

Signature of Guarantor

Name of Guarantor

Address of Guarantor

Witness

BEST BAR REINFORCEMENTS
TRADING TERMS AND CONDITIONS
*** REINFORCING * GENERAL SALES***

1. Application

These Terms apply to all Contracts for the supply of Goods by the Supplier to the Purchaser.

2. Definitions and Interpretation

(a) For the purpose of these Terms, unless the context otherwise necessarily requires:

“Contract” means any agreement between the Purchaser and the Supplier for the supply of Goods.

“Goods” means any goods or Services which the Supplier has agreed to supply to the Purchaser.

“GST” has the same meaning as in *A Tax System (Goods and Services Tax) Act 1999 (Cth)*.

“Job Site” – means any site nominated by the Purchaser for the delivery of Goods.

“order” means any request for the supply of Goods received by the Supplier from the Purchaser.

“parties” means each of the Supplier and the Purchaser.

“Price” means the amount payable by the Supplier to the Purchaser for the Goods.

“Purchaser” means any person, firm or corporation including successors, administrators and assignors who have requested the supply of Goods by the Supplier.

“Services” means services provided by the Supplier to the Purchaser in relation to any goods supplied by the Supplier.

“Supplier” means collectively, Best Bar Pty Ltd ACN 068 713 539 together with each of its wholly owned subsidiaries, related bodies corporate and assignors, including but not limited to Bestbar (Vic) Pty Ltd ACN 086 622 273.

“Terms” means these trading terms and conditions.

“Variation of Contract” means any variation to the Contract agreed to by the Supplier.

“Working Documentation” means any architectural drawings, structural drawings and construction drawings, specifications and reinforcement schedules or such other documents which are provided by the Purchaser to the Supplier together with any subsequent variation, amendment or site instruction.

(b) A reference to a person includes a reference to a corporation and vice versa if appropriate. Use of a gender or the plural includes all other genders and the singular and vice versa as appropriate.

3. Supplies

(a) A Contract will be created upon:

- (i) receipt by the Supplier of an oral or written order from the Purchaser requesting the supply of Goods; and
- (ii) acceptance of that order by the Supplier.

(b) The Supplier may at any time, and in its absolute discretion, refuse to supply Goods to the Purchaser.

(c) The parties agree that the Supplier is a manufacturer and supplier of steel reinforcement to the building and construction industry and shall not be regarded as a sub-contractor.

4. Quotations

(a) The mere provision of a quotation by the Supplier does not constitute a Contract.

(b) The Supplier may at any time and in its absolute discretion amend or withdraw a quotation.

(c) A quotation expires on the date specified on the quotation as the expiry date. If no expiry date is specified, the quotation expires 30 days after the date of the quotation.

5. Orders

(a) Any order by the Purchaser for the supply of Goods shall:

- (i) if in writing, be signed by an authorised representative of the Purchaser;
- (ii) identify the Goods ordered;

(iii) be subject to these Terms and such additional terms as the Supplier may in its absolute discretion require; and

(iv) specify the required date of delivery.

(b) The Purchaser may not vary, amend or cancel any order made unless agreed to in writing by the Supplier.

(c) It is the responsibility of the Purchaser to deliver all Working Documentation without charge to the Supplier to enable scheduling of reinforcement. The Supplier accepts no responsibility for the correctness or otherwise of the Working Documentation.

6. **Price / Payment**

(a) Unless otherwise agreed to in writing by the Supplier and subject to clause 5(b) and (c) below, all Goods are sold to the Purchaser at the Supplier's ruling Price at the time the order was placed.

(b) The Supplier reserves the right to change the Price at any time and in its sole discretion and without any prior notice to the Purchaser.

(c) Where in the period prior to the delivery of the Goods to the Purchaser, the Supplier incurs an increase in the cost of producing and/or delivering the Goods, the Supplier may increase the Price of those Goods.

(d) Unless otherwise agreed to in writing, the Purchaser shall pay the Price to the Supplier in full either upon placement of an order or at any time prior to the delivery of the Goods.

(e) The Purchaser shall pay to the Supplier accruing interest on any overdue invoices from the date when payment becomes due until the date of actual payment at a rate of 2.5% per calendar month. All payments made by the Purchaser shall be first applied by the Supplier to the accrued interest (if any).

(f) If more than one Purchaser has entered into a Contract, then each Purchaser shall be jointly and severally liable for the payment of the Price to the Supplier.

(g) All Prices are exclusive of GST. The Purchaser shall indemnify the Supplier in respect of any GST which may be payable as a result of any supply of Goods by the Supplier to the Purchaser.

7. **Credit**

(a) If the Purchaser wishes to purchase Goods on credit from the Supplier, then it must first apply for such credit with the Supplier, which application the Supplier may, in its sole discretion, refuse.

(b) Subject to clause 7(c) below, where the Supplier agrees to extend credit to the Purchaser, the Supplier shall submit to the Purchaser an invoice for the Goods (or any part thereof) delivered to the Purchaser and the full amount of each invoice together with any additional charges (as provided for in clause 8 herein) will be paid by the Purchaser to the Supplier no later than the date for payment specified on the invoice and if no payment date is specified within 14 days from the date the Goods were delivered to the Purchaser.

(c) Notwithstanding any date for payment which may be specified on any invoice issued by the Supplier or otherwise provided for in these Terms, the Purchaser shall at all times ensure that the total amount outstanding from time to time remains within the pre-determined credit limit set by the Supplier.

8. **Additional Charges**

(a) In addition to the Price, the Purchaser hereby agrees to pay to the Supplier:

(i) all taxes, stamp duty or other statutory charges or levies payable in relation to the supply of Goods;

(ii) storage charges where Goods are not collected on the date agreed to between the Supplier and the Purchaser or specified on the Supplier's invoice;

(iii) demurrage costs or charges incurred by the Supplier for attendance at a Job Site after the expiration of the first hour, with such demurrage charges to be calculated upon then current master carrier rates;

(iv) all legal costs (on a solicitor/client basis) and disbursements incurred by the Supplier in relation to the supply of Goods;

(v) all costs, charges, expenses or any other outgoings incurred by the Supplier with respect to any Variation of Contract; and

(vi) all costs and expenses incurred by the Supplier with respect to the recovery or return of Goods from the Purchaser.

(b) Where any variation to the Contract is requested by the Purchaser and agreed to by the Supplier the Purchaser hereby agrees to pay to the Supplier all costs and expenses incurred by the Supplier in relation to the Variation of Contract and the Supplier shall be granted an automatic extension of the time for delivery of the Goods equal to the delay caused by the Variation of Contract.

9. **Tests**

Any tests or inspections of the Goods, or (where applicable) products or materials used in relation to the manufacture of Goods required by the Purchaser prior to delivery, shall be conducted at the cost of the Purchaser. The Supplier shall have no responsibility

whatsoever for the quality or accuracy of the tests conducted under the supervision of the Purchaser.

10. Delivery

- (a) Subject to clause 10(b) below, the Purchaser must provide the Supplier with a minimum of 10 business days prior notice of the date by which the Purchaser requires the Goods to be delivered to it.
- (b) The Supplier is not bound to accept any delivery date notified by the Purchaser. The parties acknowledge that all delivery times provided are estimates only and are not binding on the Supplier.
- (c) Unless otherwise agreed to in writing, the Supplier is not required to deliver any Goods to the Purchaser unless the Purchaser has paid all monies owing to the Supplier in full.
- (d) All Goods shall be delivered to the Supplier's premises during normal business hours unless agreed to by the Supplier.
- (e) Where the Purchaser requires that the Goods be delivered at a Job Site the Purchaser must provide the Supplier with the address for the Job Site at least 2 business days prior to the scheduled delivery. The Supplier may, at its sole discretion, refuse to deliver any Goods to a Job Site. Should the Supplier refuse to deliver the Goods to the Job Site, then the Goods will be delivered to the Suppliers Premises.
- (f) The Purchaser must ensure that the Job Site can be accessed by vehicle on properly constructed roadway.
- (g) The Supplier may, in its absolute discretion, unload the Goods at the Job Site or as close to the Job Site as conditions allow.
- (h) Unless otherwise agreed prior to delivery of Goods, all unloading of Goods shall be the responsibility of the Purchaser and shall be undertaken at the Purchaser's cost.
- (i) In the event that the Purchaser or its agent is not in attendance when the Goods are delivered, the Supplier reserves the right to unload the Goods and will not be responsible for any claims, damages, expenses or costs resulting or arising there from.
- (j) Where the Purchaser requires the Supplier or its agent to enter onto the Purchaser's property for the purpose of unloading Goods, the Suppliers shall not be liable for any damage to the property thereon.
- (k) Delivery of the Goods shall be deemed to have occurred upon either the collections of Goods from the Supplier or upon the arrival of the Goods at the Job Site or Supplier Premises (as the case may be).
- (l) Where a delivery of Goods cannot be effected for what ever reason, the Purchaser shall pay to the Supplier a delivery and return fee calculated in accordance with the then applicable master carrier rates.

11. Inspection

- (a) It is the responsibility of the Purchaser to inspect the Goods immediately upon delivery.
- (b) Any claim for:
 - (i) a shortage of Goods;
 - (ii) damage to the Goods;
 - (iii) defects of fault in the Goods,must be notified to the Supplier within 24 hours after delivery of those Goods.
- (c) The Supplier reserves the right to inspect the Goods and to seek its own assessment of the Goods notified in accordance with clause 11(b).
- (d) If the Purchaser fails to advise the Supplier of any shortage, fault, damage or failure of the Goods within 24 hours of delivery, the Purchaser shall be deemed to have accepted that the Goods were not faulty or damaged at the time of delivery and generally accord with the order.
- (e) Goods shall not be deemed damaged or defective by reason only of presence of rust, millscale, or rolling seams.

12. Mass and Dimensions of the Goods

The mass of steel reinforcing bars involved will be the calculated mass per meter, as defined in (AS1302) + 2.5% rolling margin. The length used in the calculation of mass is defined in Reinforced Concrete Detailing Manual (April 1975 – 1983 Reprint Concrete Institute of Australia Appendix A).

13. Risk / Property

- (a) Risk in the Goods shall pass to the Purchaser immediately upon delivery.
- (b) Notwithstanding the passing of risk, title in the Goods delivered shall not pass to the Purchaser until all monies payable by the Purchaser to the Supplier have been paid in full.

- (c) The Purchaser shall hold all Goods on trust and as bailee for the Supplier until all amounts owed by the Purchaser to the Supplier have been paid in full.
- (d) The Purchaser shall store all Goods delivered by the Supplier separately from all other items or property in the possession or control of the Purchaser such that the Goods are clearly identifiable and distinguishable from all other goods in the possession or control of the Purchaser.
- (e) The Purchaser hereby authorises the Seller to enter onto the Sellers Premises and Job Site and to take possession of the Goods.
- (f) Where:
 - (i) the Purchaser makes new objects from the Goods (whether finished or not)(the “new objects”);
 - (ii) the Purchaser mixes the Goods with other goods (the “mixed goods”); or
 - (iii) the Goods become part of any other goods (the “new goods”),
 title to the new objects, the new goods and the mixed goods shall immediately pass to the Supplier.
- (g) Notwithstanding sub-clause 13(b) above, the Purchaser may transfer, sell or dispose of the Goods, the new objects, the mixed goods and the new goods to a third party in the ordinary course of business provided that:
 - (i) all monies owing to the Supplier have been paid in full; or
 - (ii) the Purchaser deposits the proceeds from the sale of the Goods, the new objects, the new goods and the mixed goods (the “sale proceeds”) into a bank account specifically created for the purpose of receiving the sale proceeds. Only sale proceeds may be deposited into the specifically created bank account. The Purchaser will hold the sale proceeds in trust for the Supplier until such time as all of the monies due and owing by the Purchaser to the Supplier have been paid for in full.

The right of the Purchaser to deal with the Goods will immediately cease upon the appointment to the Purchaser of either a liquidator, a receiver, a receiver and manager, an administrator, provisional liquidator, or a bankruptcy trustee.

14. Exclusions of Liability

- (a) The Supplier will not, in any circumstances, be liable or responsible for any claims, liabilities, cost, expense, loss, damage or defect arising (either directly or indirectly) from or in connection with the supply of the Goods and these Terms.
- (b) To the extent that these Terms cannot, by law, operate to exclude the liability of the Supplier for any claims, liabilities, loss, expense, damage or defect arising from or in connection with the supply of the Goods and these Terms, then the liability of the Supplier is limited to either:
 - (i) the repair or replacement of the Goods; or
 - (ii) the refund of the Price paid by the Purchaser for the affected Goods; or
 - (iii) the payment of an amount equal to the cost of replacing the affected Goods.
- (c) With exception of these Terms, any terms implied by operation of Australian law, all terms, conditions and warranties are hereby excluded.
- (d) The Purchaser acknowledges that:
 - (i) the Supplier has not provided any warranties, assurances, promises or representations regarding the quality, fitness for use, suitability or merchantability of the Goods; and
 - (ii) it has relied entirely on its own knowledge, skill and judgement.
- (e) Subject to clause 14(b), the Supplier is not bound to accept a return of any Goods from the Purchaser and is not bound to refund any monies to the Purchaser whatsoever and whatsoever.
- (f) The Purchaser hereby indemnifies the Supplier against any claims, liabilities, damages, expenses or costs resulting from or connected to the Goods whether or not such Goods are damaged or defective.
- (g) The Purchaser must take out and maintain appropriate insurance to cover any insurance loss in respect of the Goods.

15. Default by the Purchaser

- (a) In the event that:
 - (i) any money payable to the Supplier becomes overdue; or
 - (ii) in the Supplier’s opinion the Purchaser will be unable to meet its payments as they fall due; or
 - (iii) the Purchaser becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with

creditors or makes an assignment for the benefit of its creditors; or

- (iv) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Purchaser or any asset of the Purchaser,

then:

- (i) the Supplier shall be entitled to cancel all or any part of any order which remains unperformed;
 - (ii) all amounts owing to the Supplier will, whether or not due for payment, become immediately payable; and
 - (iii) the Supplier may terminate any Contract.
- (b) The Purchaser shall not at any time be entitled to retain any money owing to the Supplier notwithstanding any default or alleged default by the Supplier of the Terms including the supply of allegedly faulty or defective Goods.

16. Security

- (a) The Purchaser hereby agrees to mortgage and/or charge all of its interest (whether proprietary, legal, equitable or beneficial) any land or asset to the Supplier as security for all amounts payable to the Supplier by the Purchaser.
- (b) The Purchaser acknowledges and agrees that the Supplier shall be entitled to lodge a caveat over any land to which clause 16(a) applies.
- (c) The Purchaser hereby irrevocably appoints the Supplier as the Purchaser's attorney to execute any mortgage or charge (whether registerable or not) against the interest of the Purchaser in any land or asset in favour of the Supplier in order to give effect to clause 16 (a) above.

17. Privacy Act 1988

- (a) The Purchaser agrees to the Supplier obtaining from a credit-reporting agency a credit report on the Purchaser containing personal credit information in relation to credit provided by the Supplier.
- (b) The Purchaser agrees that the Supplier may exchange information about the Purchaser with any credit providers named in any report issued by a reporting agency for the following purposes:
 - (i) to assess an application for credit by the Purchaser; and
 - (ii) to notify other credit providers of a default by the Purchaser.

18. General

- (a) The Supplier and any authorised representative of the Supplier can give a demand or notice to the Purchaser. A demand or notice can be served on the Purchaser either by post (at the last know address of the Purchaser), by facsimile or by or email.
- (b) The Purchaser hereby agrees to the Supplier serving any court documents filed by the Supplier with any court of competent jurisdiction on the Purchaser at the Purchasers last know address.
- (a) The Purchaser shall not be entitled to set off any amount whatsoever against the Supplier.
- (b) The Supplier may assign or license any or all of its rights and obligations to the Purchaser without the Purchaser's consent.
- (c) The Supplier reserves the right to change these Terms at any time without notification to the Purchaser and without the Purchasers consent.
- (d) Any variation to these Terms must be in writing and signed by the Supplier.
- (e) These Terms shall be constituted by the laws of the State of Victoria. The parties submit to the jurisdiction of the courts in the State of Victoria.
- (f) If there is any inconsistency between these Terms and any other document, agreement or understanding as between the parties, then these Terns shall apply.
- (g) If any part or clause of these Terms is held illegal or unenforceable then that clause or part may be severed with the remaining clauses or parts remaining in force.