

# Customer Trading Terms & Conditions

These terms and conditions (**Terms**) apply to all Contracts for the supply of Goods by the Supplier to the Customer.

## 1. Definitions and Interpretation

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- 1.1 For the purpose of these Terms, unless the context otherwise necessarily requires:
- (a) **Account** means each account held in the name of the Customer, with the Supplier, for moneys owing in relation to the supply of Goods.
  - (b) **Affiliate** means any of the Customer's group companies (if any), or directors, proprietors, partners and/or trustees of any one of them.
  - (c) **Business Days** means a day that is not a Saturday, Sunday or Public Holiday in the Jurisdiction.
  - (d) **Contract** means an agreement between the Customer and the Supplier for the supply of Goods pursuant to clause 2.5.
  - (e) **Credit Application** means the Customer's online trade credit application (if applicable) and the Supplier's credit application terms and conditions.
  - (f) **Customer** means any person, firm or corporation, joint venture, partnership or consortium named in the Order as the purchaser including successors, administrators and assignors who have requested the supply of Goods by the Supplier.
  - (g) **Delivery Date** has the meaning given in clause 4.1(d).
  - (h) **Goods** means any goods, products and/or Services which the Supplier has agreed to supply to the Customer.
  - (i) **GST** has the same meaning as in A Tax System (Goods and Services Tax) Act 1999 (Cth).
  - (j) **Job Site** means any site nominated by the Customer for the delivery of Goods.
  - (k) **Jurisdiction** means the Australian state or territory in which the Customer predominately conducts its business.
  - (l) **Order** means any request for the supply of Goods received by the Supplier from the Customer.
  - (m) **Party** means the Supplier or the Customer, and **Parties** means each of the Supplier and the Customer.
  - (n) **PPSA** means the *Personal Property Securities Act 2009* (Cth).
  - (o) **Price** means the amount payable by the Supplier to the Customer for the Goods.

- (p) **Privacy Laws** means:
- (i) the *Privacy Act 1988* (Cth), including the Australian Privacy Principles and the Privacy (Credit Reporting) Code, 2014 (**Credit Code**);
  - (ii) the Spam Act 2003 (Cth);
  - (iii) any legislation from time to time in force affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of personal data; and
  - (iv) any ancillary rules, binding guidelines, orders, directions, directives, codes of conduct or other instruments made or issued by a regulator or Government agency under any of the above;

in each case as each are amended, re-enacted or replaced from time to time.

- (q) **Quotation** means the document titled "Proposal for steel reinforcement" or "Estimate" to which these Terms are attached or are otherwise referenced in the quotation or estimate.
- (r) **Services** means services provided by the Supplier to the Customer in relation to any Goods supplied by the Supplier.
- (s) **Special Conditions** means the special conditions annexed at Schedule 1 (if applicable).
- (t) **Supplier** means collectively, Bestbar 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 and Bestbar (NSW) Pty Ltd ABN 45 087 961 135.
- (u) **Terms** means these trading terms and conditions and the Special Conditions.
- (v) **Variation of Contract** means any variation to the Contract agreed to by the Parties.
- (w) **Working Documentation** means any architectural drawings, structural drawings and construction drawings, specifications and reinforcement schedules or such other documents which are provided by the Customer to the Supplier together with any subsequent variation, amendment or site instruction.

1.2 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.

## 2. General

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- 2.1 These Terms, the Quotation and the Credit Application (if applicable) set out the entire agreement between the Supplier and the Customer in relation to the supply of the Goods.
- 2.2 Any other contractual terms that are contrary to, or inconsistent with, these Terms, the Quotation or the Credit Application (if applicable) will not apply nor will they constitute a counter-offer. It is the intent of the Parties that these Terms, the Quotation and the Credit Application (if applicable) will exclusively control the relationship of the Parties.
- 2.3 The Customer is deemed to have accepted these Terms, and to have agreed that they apply to the exclusion of all others, by signing the Quotation, by confirmation in email to Contractor, by placing an Order or by accepting receipt of the Goods (**Acceptance**).
- 2.4 If there is any inconsistency between:
- (a) the Quotation;

- (b) the Special Conditions; or
- (c) these Terms,

then the order of precedence between them will be the order listed above and the document higher in the order will prevail to the extent of the inconsistency.

2.5 A Contract will be created upon:

- (a) the Supplier's receipt of an Order from the Customer requesting the supply of Goods; and
- (b) acceptance of that Order by the Supplier.

2.6 The Supplier is providing the Goods to the Customer on a non-exclusive basis and may provide goods or services of the same or a similar nature as the Goods to any other party.

### 3. Quotations

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- 3.1 The mere provision of a Quotation by the Supplier does not constitute a Contract.
- 3.2 The Supplier may, at any time prior to Acceptance, amend or withdraw a Quotation by providing notice in writing to the Customer.
- 3.3 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.

### 4. Orders

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- 4.1 Any Order by the Customer for the supply of Goods must:
  - (a) if in writing, be signed by an authorised representative of the Customer;
  - (b) identify the Goods ordered;
  - (c) include the quotation reference number specified in the Quotation; and
  - (d) specify the requested date of delivery (**Delivery Date**), which must be at least 10 Business Days from the date of the Order.
- 4.2 Subject to clause 15.3, the Customer may not vary, amend or cancel any Order made unless agreed to in writing by the Supplier.
- 4.3 The Supplier may at any time refuse to accept an Order for Goods issued by the Customer for any reason including, without limitation, if the Customer commits a material breach of these Terms.
- 4.4 It is the responsibility of the Customer 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.
- 4.5 The Customer acknowledges that the provision of Goods by the Supplier is dependent on the Customer's timely compliance with clause 4.4. The Supplier is not responsible for any delay in the provision of the Goods, to the extent that it results from a failure by the Customer to comply with its obligations in clause 4.4.

## 5. Price and Payment

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- 5.1 Unless otherwise agreed to in writing by the Supplier and subject to clause 5.2 and 5.3, all Goods are sold to the Customer at the Supplier's then current rates at the time the Order was placed.
- 5.2 The Supplier reserves the right to change the Price at any time by providing notice in writing to the Customer. The Supplier will not alter Prices for an existing Order that has been accepted by the Supplier. The Price under future Orders may be different.
- 5.3 If during the period after acceptance of an Order and prior to delivery of the Goods to the Customer, the Supplier incurs an increase in the cost of producing the Goods as a result of variations in the costs of labour, materials, freight, insurance or taxes, the Supplier may increase the Price of the Goods in line with the increased costs, by providing written notice to the Customer. In the event that the Supplier increases the Price of the Goods under this clause 5.3 in excess of \$500, the Customer may cancel the Order.
- 5.4 Subject to clause 7 or otherwise agreed in writing with the Supplier, the Customer must 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, using the Supplier's account details specified in the invoice.
- 5.5 Any invoice dispute must be raised by the Customer to the Supplier within 10 days of the date of the invoice. The dispute should be reported to the Customer's designated Bestbar account manager, Bestbar's sales department, or Bestbar's accounts receivable department.
- 5.6 The Customer must 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 Customer must be first applied by the Supplier to the accrued interest (if any).
- 5.7 If more than one Customer has entered into a Contract, then each Customer is jointly and severally liable for the payment of the Price to the Supplier.

## 6. GST

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- 6.1 All Prices are exclusive of GST. If GST is payable by the Supplier (or by the representative member for a GST group of which the Supplier is a member) on any supply made under or in relation to this document, the recipient must pay to the Supplier an amount (**GST Amount**) equal to the GST payable on the supply. The GST Amount is payable by the recipient in addition to and at the same time as the net consideration for the supply.
- 6.2 If a party is required to make any payment or reimbursement, that payment or reimbursement must be reduced by the amount of any input tax credits or reduced input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled for any acquisition relating to that payment or reimbursement.
- 6.3 The Customer indemnifies the Supplier in respect of any GST which may be payable as a result of any supply of Goods by the Supplier to the Customer. The indemnification of the Supplier does not extend to any claim arising out of the Supplier's failure to comply with applicable tax laws or regulations, or any wilful misconduct or negligence on the part of the Supplier.

## **7. Credit**

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- 7.1 If the Customer wishes to purchase Goods on trade credit from the Supplier, then it must first apply for such trade credit by submitting a credit application with the Supplier, which application the Supplier may, in its sole discretion, refuse.
- 7.2 Subject to clause 7.3, where the Supplier agrees to extend trade credit to the Customer, the Supplier must submit to the Customer an invoice for the Goods (or any part thereof) delivered to the Customer and the full amount of each invoice together with any additional charges (as provided for in clause 8 herein) will be paid by the Customer to the Supplier in accordance with the Supplier's standard payment terms (unless the parties otherwise agree in writing), being within 30 days from the last day of the month in which the Goods were delivered to the Customer.
- 7.3 Notwithstanding any date for payment which may be specified on any invoice issued by the Supplier or otherwise provided for in these Terms, the Customer must at all times ensure that the total amount outstanding from time to time remains within the pre-determined trade credit limit set by the Supplier.
- 7.4 Without limiting clause 15.2, the Customer acknowledges and agrees that, in the course of providing trade credit under this clause 7, the Supplier may use or disclose personal information, including credit information, about the Customer, its Affiliates, its guarantors, directors and/or its personnel (as applicable) to a credit reporting body for the purposes of assessing a Credit Application and the Customer's commercial credit worthiness.

## **8. Additional Charges**

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- 8.1 In addition to the Price, the Customer hereby agrees to pay to the Supplier:
- (a) all taxes, stamp duty or other statutory charges or levies payable in relation to the supply of Goods;
  - (b) reasonable storage charges where Goods are not collected on the date agreed to between the Supplier and the Customer or specified on the Supplier's invoice;
  - (c) reasonable demurrage costs or charges incurred by the Supplier for attendance at a Job Site after the expiration of one hour for a rigid vehicle and two hours for a semi vehicle, with such demurrage charges to be calculated upon then current master carrier rates;
  - (d) all legal costs (on a solicitor/client basis) and disbursements incurred by the Supplier in relation to the supply of Goods;
  - (e) all reasonable costs and expenses incurred by the Supplier with respect to the recovery or return of Goods from the Customer; and
  - (f) all applicable service charges as detailed in the Service Charges Document on the website: <https://www.bestbar.com.au/company/downloads/>.
- 8.2 Where any Variation of Contract is requested by the Customer and agreed to by the Supplier the Customer hereby agrees to pay to the Supplier all actual and direct costs and expenses reasonably incurred by the Supplier in relation to the Variation of Contract and the Supplier must be granted an automatic extension of the time for delivery of the Goods.

## **9. Tests**

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Any tests or inspections of the Goods, or (where applicable) tests or inspections of the products or materials used in relation to the manufacture of Goods, required by the Customer prior to delivery, must be conducted at the cost of the Customer. The Supplier must have no responsibility whatsoever for the quality or accuracy of the tests conducted under the supervision of the Customer.

## **10. Delivery**

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- 10.1 The Supplier is not bound to accept any Delivery Date requested by the Customer. The Parties acknowledge that all delivery times scheduled by the Supplier are estimates only and are not binding on the Supplier.
- 10.2 Subject to clause 7 or otherwise agreed to in writing, the Supplier is not required to deliver any Goods to the Customer unless the Customer has paid all monies owing and payable to the Supplier in full.
- 10.3 All Goods will be delivered to the Customer's premises during normal business hours unless agreed to by the Supplier.
- 10.4 Where the Customer requires the Goods be delivered at a Job Site, the Customer must provide the Supplier with the address for the Job Site at least two Business Days prior to the scheduled Delivery Date. If the Customer fails to provide the Supplier with details sufficient to enable the Supplier to deliver the Goods, the Supplier may refuse to deliver the 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 Customer's premises.
- 10.5 The Customer must ensure that the Job Site can be accessed by vehicle on properly constructed roadway. The Supplier may, in its absolute discretion, unload the Goods at the Job Site or as close to the Job Site as conditions at the Job Site allow.
- 10.6 Unless otherwise agreed prior to delivery of Goods, all unloading of Goods at the Customer's premises is the responsibility of the Customer and must be undertaken at the Customer's cost.
- 10.7 In the event that the Customer or its agent is not in attendance at the Customer's premises 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 therefrom, to the extent that such claims, damages, expenses or costs are not caused or contributed to by the Supplier.
- 10.8 Where the Customer requires the Supplier or its agent to enter onto the Customer's premises for the purpose of unloading Goods, the Suppliers must not be liable for any damage to the property thereon, to the extent that such damage is not caused or contributed to by the Supplier.
- 10.9 Delivery of the Goods is 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 Customer's premises (as the case may be).
- 10.10 Where a delivery of Goods cannot be effected for whatever reason, the Customer must pay to the Supplier a delivery and return fee calculated in accordance with the then applicable master carrier rates.

## **11. Inspection**

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- 11.1 It is the responsibility of the Customer to inspect the Goods immediately upon delivery or shortly thereafter as the case may be.
- 11.2 The Customer must notify the Supplier in respect to:
- (a) a shortage of Goods;
  - (b) damage to the Goods;
  - (c) defects or fault in the Goods,
- within 3 Business Days after delivery of those Goods.
- 11.3 The Supplier reserves the right to inspect the Goods and to seek its own assessment of the Goods notified in accordance with clause 11.2.
- 11.4 Goods must not be deemed damaged or defective by reason only of presence of rust, millscale, or rolling seams, to the extent that the rust, millscale or rolling seams do not affect the acceptable quality of the Goods.

## **12. Mass and Dimensions of the Goods**

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The mass of steel reinforcing bars involved will be the calculated mass per meter in accordance with AS/NZS4671, plus an allowance for manufacturing tolerances as outlined in paragraph 7.3 of AS/NZS4671.

## **13. Risk and Title**

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- 13.1 Risk in the Goods must pass to the Customer immediately upon delivery.
- 13.2 Notwithstanding the passing of risk, title in the Goods delivered will not pass to the Customer until all monies owing and payable by the Customer to the Supplier have been paid in full.
- 13.3 The Customer holds all Goods on trust and as bailee for the Supplier until all amounts owed and payable by the Customer to the Supplier have been paid in full.
- 13.4 The Customer hereby authorises the Supplier to enter onto the Customer's premises and Job Site and to take possession of the Goods where title in the Goods has not passed to the Customer.

## **14. Exclusions of Liability**

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- 14.1 To the extent permitted by law, the liability of the Supplier and its officers, employees or agents under these Terms for a breach of any non-excludable guarantee, condition or warranty is limited, at the Supplier's option, to any one or more of the following:
- (a) the repair or replacement of the Goods; or
  - (b) the refund of the Price paid by the Customer for the affected Goods; or
  - (c) the payment of an amount equal to the cost of replacing the affected Goods.

- 14.2 The only guarantee, warranty or condition provided in relation to any goods or services provided pursuant to these Terms is any express warranty that the Supplier provides. The Supplier excludes all express and implied conditions and warranties in relation to the Goods except those conditions or warranties that cannot be excluded by law.

## **15. Default**

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- 15.1 In the event that:

- (a) any money payable to the Supplier becomes overdue and is not paid within 30 days of the Customer receiving written notice from the Supplier; or
- (b) the Customer becomes insolvent, or commits any act of insolvency, 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
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer, or judgment is entered against the Customer in any court,

then:

- (i) the Supplier may 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.

- 15.2 Without limiting clause 15.1, the Customer acknowledges and agrees that, in the course of providing trade credit under clause 7, the Supplier may use or disclose personal information, including credit information, about the Customer, its Affiliates, its guarantors, directors and/or its personnel (as applicable) to the following parties:

- (a) a credit reporting body for the purposes of issuing a default listing with the credit reporting body in relation to the Customer (in accordance with Privacy Laws, as applicable), in circumstances where the Customer has defaulted on the commercial debts owed by it under clause 7 (and no extenuating circumstances apply); or
- (b) third parties for collecting overdue payments relating to commercial debts owed by the Customer under clause 7 (or acquiring the services of third parties to make such collections on the Supplier's behalf),

or for other purposes as required or authorised by law.

- 15.3 In the event that:

- (a) the Supplier becomes insolvent, or commits any act of insolvency, 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
- (b) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Supplier or any asset of the Supplier, or judgment is entered against the Supplier in any court,

then:

- (i) the Customer may cancel all or any part of any Order which remains unperformed; and
- (ii) the Customer may terminate any Contract.

### 16. Security

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- 16.1 In respect of any Goods which are purchased by the Customer on credit from the Supplier in accordance with Clause 7, the Customer hereby agrees to grant a security interest in favour of the Supplier over all of its interest (whether proprietary, legal, equitable or beneficial) in such Goods as security for all amounts payable to the Supplier by the Customer.
- 16.2 In addition to the rights available under clause 16.1, the Customer acknowledges and agrees that the Supplier shall be entitled to lodge a caveat over any land where the Customer holds an interest with respect to any outstanding amounts payable to the Supplier by the Customer under these Terms.
- 16.3 By accepting these Terms, the Customer acknowledges and agrees that the security interest granted under clause 16.1 of these Terms constitutes a “purchase money security interest” for the purposes of the PPSA and until full payment has been made, creates a security interest in all of the Customer’s present and after-acquired goods, materials, equipment or parts forming a part of the Goods supplied by the Supplier.
- 16.4 The Customer will:
- (a) promptly sign any further documents and provide any further information that the Supplier may reasonably require to register a financing statement, financing change statement or any other required document on the Personal Property Securities Register;
  - (b) indemnify, and upon demand reimburse the Supplier for all expenses incurred in registering a financing statement, financing change statement or any other required document on the Personal Property Securities Register or releasing any Goods charged thereby; and
  - (c) not register, or permit to be registered, a financing change statement or a financing change statement in respect of a security interest without the Supplier’s prior written consent.
- 16.5 The Supplier and the Customer agree that nothing in sections 130(1)(a) and 143 of the PPSA will apply to these Terms. The Customer:
- (a) waives its rights as a debtor under sections 92, 93, 94, 95, 97, 118, 121, 132, 135, 137, 140 and 142 of the PPSA;
  - (b) waives its right to receive a verification statement in accordance with section 157 of the PPSA (unless otherwise agreed to in writing by the Supplier);
  - (c) agrees that where the Supplier has rights in addition to those under Chapter 4 of the PPSA, those rights will continue to apply; and
  - (d) agrees that this clause 16 will survive termination of these Terms or any agreement hereunder for the sale or provision of Deliverables.

### 17. Privacy

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- 17.1 Each party must comply with the Privacy Laws in collecting, disclosing, storing or otherwise handling any personal information under this agreement.
- 17.2 In relation to the personal information of the Customer, its staff and its customers, the Supplier confirms that it will act in accordance with the instruction of the Customer and will only handle such personal information for the purposes provided by the Customer. The Customer is responsible for providing the Supplier with any necessary consents and authorities from its individual end users to authorise and permit the handling and processing of personal information by the Supplier and its staff.
- 17.3 More information on how and why the Supplier may collect, use and disclose personal information of the Customer, its staff and its customers can be found in the Supplier's privacy policy (located at <https://www.bestbar.com.au/privacy-policy/>). The privacy policy also includes information regarding how the Customer can access, request, or amend any personal information that the Supplier holds about the Customer and how to make a complaint to the Supplier.

### 18. Communications and Direct Marketing

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- 18.1 Unless the Customer has expressly opted out of receiving direct marketing communications from the Supplier, the Supplier may communicate with the Customer via various channels and media (including by email, SMS, phone and by advertising on certain websites and social media) subject always to the maximum extent permitted by applicable laws. The Supplier will include a functional unsubscribe facility in each direct marketing communication that it sends to the Customer that identifies the Supplier as the sender, contains the Supplier's contact details and makes it easy for the Customer to unsubscribe from the Supplier marketing lists.
- 18.2 For example, for any Customer who has provided consent to marketing, that Customer can opt out of receiving future marketing communications from the Supplier specifically by:
- (a) for marketing emails- clicking the unsubscribe link in the footer of those emails;
  - (b) for survey and feedback emails- clicking the unsubscribe link in the footer of those emails; and
  - (c) for SMS- replying STOP to any SMS communications the Supplier may send a Customer.
- 18.3 If the Customer unsubscribes from one type of communication (i.e. marketing emails, survey and feedback emails and/or SMS) but not another, the Customer may continue to receive communications from any medium not unsubscribed.
- 18.4 However, a Customer can send a communication directly to the Supplier to request that the Supplier stops sending any and all direct marketing communications – by any means – to it, and the Supplier will comply with this request in accordance with applicable laws. The Supplier will never send you a direct marketing communication without your implied or express consent.
- 18.5 The Supplier may send certain transactional messages to the Customer relevant to the Customer's Account. These transactional messages include messages relating to the Customer's Account (like messages confirming the Account has been issued with a statement), important information relating to products and services the Customer has purchased (like health and safety recalls) and updates to the Supplier's Privacy Policy. These messages do not constitute direct marketing and do not contain marketing terms or seek to promote any goods or services from the Supplier. These messages will not contain an unsubscribe link. If the Customer does not want to receive transactional (non-marketing) messages, the Customer may notify the Supplier in writing of this position and/or terminate their Account.

## **19. Confidentiality**

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Neither Party may, without the other Party's prior written consent, disclose to any third party or use other than for the purpose of the Goods, any confidential information (including any pricing information) obtained during or in connection with these Terms. This obligation of confidence will cease to apply in relation to information that the Party is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach of any obligation of confidence by any Party.

## **20. Force Majeure**

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The Supplier will not be liable to the Customer or to any third party for any non-performance or delay in the performance of its obligations under these Terms or a Quotation, if any circumstance beyond the Supplier's reasonable control causes the non-performance or delay, and the Supplier gives the Customer notice of it.

## **21. General provisions**

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- 21.1 Any notice given or made under these Terms must be in legible writing, signed by the Party giving or making it (or signed on behalf of such Party by its duly authorised representative) and left at the address, sent by prepaid security post (or airmail if outside Australia) or email to the other Party at its address appearing in the Order or any other address notified by the Parties for the purpose of service of notices. Notices are deemed to be properly given or served on the date of hand delivery or email or, if posted, on the second business Day following posting.
- 21.2 The Supplier may serve any document in a court action (including a writ of summons, other originating process or third or other party notice) on the Customer by delivering it to the address appearing in the Order or any other address notified by the Customer for the purpose of service of court documents. This clause does not prevent any other method of service.
- 21.3 The Parties agree that the Supplier is a manufacturer and supplier of steel reinforcement to the building and construction industry and must not be regarded as a sub-contractor.
- 21.4 Neither Party will at any time be entitled to set off any amount owing to the other Party.
- 21.5 Either Party may assign or novate any or all of its rights or obligations in a Contract with the other Party's consent, which must not be unreasonably withheld.
- 21.6 The Supplier may engage third parties on a sub-contract or consultancy basis, to provide or to assist in the provision of Goods.
- 21.7 The Supplier may from time to time change these Terms with thirty (30) days prior written notification to the Customer.
- 21.8 Any variation to these Terms must be in writing and signed by the Parties.
- 21.9 These Terms (including any non-contractual disputes arising under them) are governed by and construed under the laws of the Jurisdiction. The Parties submit to the jurisdiction of the courts in the Jurisdiction.
- 21.10 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.