

Huber+Suhner Australia Pty Ltd

Unit 6, 4 Skyline Place
2086 Frenchs Forest
Australia

ABN 82 001 166 927
Phone +61 2 8977 1200

www.hubersuhner.com

General Terms and Conditions of Sales and Supply

Please ensure You carefully read all Terms below. In particular, we draw your attention to the following key clauses:

- **Clause 2:** These Terms apply to all applicable goods and services.
- **Clause 8:** Among other things, in the event of non-payment or late payment, H+S may charge interest on overdue amounts, charge the customer amounts incurred in taking recovery action, and terminate the Contract.
- **Clause 15:** Subject to non-excludable rights under the ACL, H+S limit its liability to the maximum extent allowed

1. Definitions

1.1 In these Terms:

- (a) **ACL** means the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) and its relevant state-based equivalent.
- (b) **consumer** is defined in the ACL in determining if the customer is a consumer, the determination is made if the customer is a consumer under the Contract.
- (c) **Contract** means any agreement for the provision of goods and services by H+S to the customer.
- (d) **customer** means the person and/or company, jointly and severally if more than one, acquiring goods and services from H+S (regardless of whether the goods and services are ordered directly from H+S or through H+S' website).
- (e) **Force Majeure Event** means an event beyond the reasonable control of a party including, without limitation, accident, act of God, act or threat or terrorism or war, breakdown, epidemic, pandemic, natural disaster, restrictions on import or export, restrictions on travel or transport, industrial dispute, lockout or strike.
- (f) **goods and services** means goods and services supplied by H+S to the customer.
- (g) **GST** means the Goods and Services tax as defined in (as applicable) the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (h) **H+S** means Huber + Suhner (Australia) Pty Ltd.

- (i) **Order** means an offer from a customer for H+S to provide goods and services.
- (j) **PPSA** means (as applicable) the *Personal Property Securities Act 2009* (Cth).
- (k) **Price** means the purchase price for the goods and services as specified by H+S.
- (l) **Terms** means these Terms and Conditions.

2. Basis of Contract

- 2.1 These Terms are applicable to all deliveries, services and offers (goods and services). These Terms (which shall only be waived in writing signed by H+S) shall prevail over all conditions of customers' Orders to which H+S has not given express written approval or to the extent of any inconsistency.
- 2.2 All agreements and legally relevant declarations of the parties to the Contract must be in writing to be valid.
- 2.3 Offers which do not stipulate a validity period are not binding upon H+S.
- 2.4 The Contract between the parties is deemed concluded when H+S confirms its acceptance in writing.
- 2.5 Any quotation, displayed price, order list or Order confirmation provided by H+S to the customer concerning the supply of goods and services is valid for 30 days, is an invitation to treat only, and is subject to the customer placing an Order which is the customer's offer to enter into an Agreement with H+S on these Terms.
- 2.6 The use of an electronic signature corresponding to the current level of technology and in accordance with the legally required rulings is permissible for a conclusion of Contract or an alteration to the Contract to be effective and replaces the requirement of such in writing.
- 2.7 Should a provision of these Terms prove to be wholly or partly invalid or unworkable, the parties shall jointly seek an arrangement having a legal and economic effect which will be as similar as possible to the invalid provision.
- 2.8 H+S may amend or vary these Terms by written notice to the customer at any time, and any such amendment or variation will apply to Orders placed after the notice date.

3. Scope of goods and services

- 3.1 The goods and services of H+S are exhaustively specified in the Order acknowledgement and in appendices thereto. H+S shall be entitled to make any changes which lead to improvements provided such changes do not result in a price increase.
- 3.2 An Order is deemed received and accepted by H+S at the time H+S

sends an Order confirmation and receipt of purchase to the customer's nominated email address. If the goods and services ordered are not available or H+S otherwise rejects the Order the customer will receive a phone call or an email to their nominated email address advising this. It is the customer's responsibility to ensure the correct email address and contact details are entered with the customer's Order and/or on the customer's account application form (if applicable).

3.3 H+S may refuse to accept any Order.

3.4 With regard to deliveries concerning cable, H+S reserves the right to over or under supply up to 10% of the ordered volume. If a specific (minimum) order quantity is required against surcharge, a special comment is to be made when the order is placed.

4. Drawings, technical documents and tools

4.1 Unless otherwise agreed upon, information in brochures, catalogues and the Internet are not binding. Data provided for in technical documents are only binding in so far as having been expressly stipulated as such by H+S.

4.2 Each party to the Contract retains all rights to technical documents provided to the other. The party receiving such documents recognises these rights and shall not without previous written consent of the other party make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.

4.3 Where any design or specification has been supplied by the customer for manufacture by or to the order of H+S then the customer warrants that the use of those designs or specifications by H+S do not infringe the rights of any third party and the customer will indemnify H+S against all claims and actions arising out of the use by H+S of those designs or specifications.

4.4 Tools and moulding tools of all kinds remain in all cases the property of H+S with exception of those provided by the customer.

4.5 Special conditions are to be agreed for tools and moulding tools provided by the customer to H+S. The cost for servicing and maintaining these tools are to be borne in all cases by the customer. The cost for storing these tools is the responsibility of H+S, however, up to a maximum of five years only after the last delivery was executed.

5. Regulations in force in the country of destination and safety devices

5.1 The customer shall, on or before placing the Order, advise H+S of any standards and regulations relevant to the

	installation and operation of the goods and services that may apply at the customer's place of business.		days after the date of invoice, net, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like unless otherwise agreed upon in writing.		owed by the customer to H+S are fully paid:
5.2	Provided the customer has advised H+S of the relevant standards and regulations and unless otherwise agreed upon, the goods and services shall comply with the standards and regulations at the place of business of the customer. Additional or other safety devices shall be supplied to the extent they have been expressly agreed upon.				
6.	Prices				
6.1	Unless otherwise agreed upon all prices shall be net ex works H+S (Incoterms, latest issue), excluding packing. All prices are quoted in Australian currency unless otherwise specified and if GST applicable, inclusive of GST. Exchange variation formula will apply when H+S quotations are made in any other currency or where specified in writing by H+S. Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the customer. Likewise, the customer shall bear any and all taxes, fees, levies, customs duties and the like which are levied out of or in connection with the Contract, or shall refund them to H+S against adequate evidence in case H+S is liable for them.	7.2	The dates of payment shall also be observed if transport, delivery, erection, commissioning or taking over of the goods and services is delayed or prevented due to reasons beyond H+S' control, or if unimportant parts are missing, or if post-delivery work is to be carried out without the goods and services being prevented from use.		(a) title and property in all goods and services remain vested in H+S and do not pass to the customer;
		7.3	If the advance payments, if agreed upon, are not provided in accordance with the Terms, H+S shall be entitled to, at its discretion, terminate the Contract and claim damages from the customer.		(b) the customer must hold the goods and services as fiduciary bailee and agent for H+S;
		7.4	An offset of claims from either party out of this, or in conjunction with this Contract is only allowed with an accepted or legally confirmed counterclaim.		(c) the customer must keep the goods and services separate from its own goods and services and maintain H+S' labelling and packaging and/or maintain the goods and services in good and saleable condition;
		7.5	Payment terms may be revoked or amended at H+S' discretion immediately upon giving the customer written notice.		(d) the customer must hold the proceeds of any sale of the goods and services on trust from H+S in a separate account with a bank to whom the customer has not given security however failure to do so will not affect any obligation as trustee;
		7.6	Time for payment is of the essence.		(e) the customer must not destroy, imitate, dispose of (other than by sale in the usual course) or damage to the goods and services; and
		8.	Payment Default		(f) in addition to its rights under the PPSA, H+S may without notice, enter any premises where it suspects the goods and services are and remove them, and for this purpose the customer irrevocably licenses H+S to enter such premises and also indemnified H+S from and against all costs, claims, demands or actions by any party arising from such action.
6.2	H+S reserves the right to adjust the prices in case the wage rates or the raw material prices vary between the submission of the tender or quotation and the contractually agreed performance. In such case the adjustment shall be made according to the inflation rate applicable. In addition, an appropriate price adjustment shall apply if:	8.1	If the customer defaults in payment by the due date of any amount payable to H+S, then all money which would become payable by the customer to H+S at a later date on any account, becomes immediately due and payable without the requirement of any notice to the customer, and H+S, may, without prejudice to any other remedy available to it:		
	(a) the delivery time has been subsequently extended due to any reason stated in Clause 7.3, and 9, or		(a) charge the customer interest in any sum due at the prevailing rate pursuant to the Penalty Interest Act 1983 (Vic) plus 2% for the period from the due date until the date of payment in full;		
	(b) the nature or the scope of the agreed supplies or services has changed, or		(b) charge the customer for, and the customer must indemnify H+S from, all costs and expenses (including without limitation all legal costs and expenses on a solicitor/own client basis) incurred by it resulting from the default- of in taking action to enforce compliance with the Terms, to recover any goods and services, or to recover any sum due;		
	(c) the design, the material or the execution has undergone changes because any documents furnished by the customer were not in conformity with the actual circumstances, or incomplete, or the customer did not, whether at the time of placing of the order or not at all, draw to the attention of H+S the standards and regulations according to clause 5.1		(c) cease or suspect for such period as H+S thinks fit, supply of any further goods or provision of services to the customer;		
6.3	Where there is a change in H+S' costs of supplying the goods and services or as a result of clause 6.2, H+S may notify the customer of H+S' intention to vary its price to take account of any such change, and the customer; may		(d) by written notice to the customer, terminate any Contract with the customer so far as unperformed by H+S;		
	(a) accept the proposed change to the price and continue with the Contract; or		without effect on H+S' accrued rights under any contract.		
	(b) reject the proposed change to the price and cancel the Contract.	8.2	Subject to any applicable statutory stay of proceedings, clause 8.1(c) and 8.1(d) may also be relied upon, at H+S' option, where the customer becomes bankrupt or insolvent or enters into a scheme or arrangement or has a liquidator or similar functionary appointed in respect of its assets.		
7.	Terms of payment	9.	Reservation of title		
7.1	Customers with an approved credit account shall make payment within 30	9.1	H+S reserves the following rights in relation to the supplies until all accounts	10.1	The delivery time shall start as soon as the contract is entered into, all official formalities such as, but not limited, to import or payment permits have been completed, payments due with the order have been made, any agreed securities given and the main technical points settled. The delivery time shall deemed to be observed if by that time H+S has sent a notice to the customer informing that the supplies are ready for dispatch respectively in case of services that H+S is ready to fulfill its obligations.
				10.2	Compliance with the delivery time is conditional upon customer's fulfilling of its contractual obligations, especially its payments and co-operation responsibilities.
				10.3	The delivery time is reasonably extended:
					(a) if the information required by H+S for performance of the Contract is not received in time, or if the customer subsequently changes it thereby causing a delay in the delivery of the goods and services;
					(b) if the customer or a third party is behind schedule with the performance of its contractual obligations, in particular if the customer fails to observe the terms of payment for the current or for previous orders.
				10.4	In case a specific date instead of a delivery period is fixed, such date shall correspond to the last day of a delivery

	period; Clauses 10.1 to 10.3 apply by analogy.	12.4	The security interest arising under this clause 9 attaches to the goods and services when the goods and services are collected or dispatched from H+S' premises and not at any later time.		otherwise required by law or that is already in the public domain.
10.5	Any delay of the supplies or services does not entitle the customer to any rights to terminate the Contract or any entitlements for damages or claims. This limitation does, however, not apply to unlawful intent or gross negligence on the part of H+S, but does apply to unlawful intent or gross negligence of persons employed or appointed by H+S to perform any of its obligations.	12.5	Where permitted by the PPSA, the customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under section 95 (Secured party must give notice of removal of accession), 118 (Enforcing security interests in accordance with land law decisions, 121(4) (A secured party must give a written notice to the grantor of any action the secured party takes in accordance with subsection 120(2)), 130 (Notice of disposal of collateral), 132(3)(d) (any amounts to be paid to other secured parties), 132(4) (A secured party who has not disposed of collateral before the end of 6 months after the day the collateral is seized must, in accordance with subsections (5) and (6), give a written statement of account for each period of 6 months after seizing the collateral, until the collateral is disposed of), 135 (notice of retention of collateral) and 157 (verification statements) of the PPSA.	13.	Forwarding, transport and insurance
10.6	Notwithstanding that H+S may have delayed or failed to deliver the goods and services (or any part of them) promptly, the customer shall be bound to accept delivery and to pay for the goods and services in full provided that the delivery shall be tendered at any time within three (3) months of the original scheduled date of delivery.			13.1	H+S shall, at the time of the Order., be notified of special requirements regarding forwarding, transport and insurance. The transport shall be ex works H+S (Incoterms, latest issue) at customer's expense and risk. Objections regarding forwarding or transport shall upon receipt of the supplies or of the shipping documents be immediately submitted by the customer to the last carrier.
11.	Passing of benefit and risk			13.2	The customer shall be responsible for taking insurance against risks of any kind.
11.1	The risk in each order and all insurance responsibility for theft, damage or otherwise will pass to the customer upon delivery of that order to the customer or collection of that order by the customer's agent or carrier as the case may be.	12.6	H+S and the customer agree to contract out of and nothing in the provisions of section 96 (When person with an interest in the whole may retain accession), 125 (obligation to dispose of or retain collateral), 129 (Disposal by purchase), 142 (Entitled persons may redeem collateral) and 143 (Entitled persons may reinstate security agreement) of the PPSA will apply to these Terms.	14.	Inspection and taking-over of the supplies and services
11.2	If dispatch is delayed at the request of the customer or due to reasons beyond H+S's control, the risk of the supplies shall pass to the customer at the time originally foreseen for their leaving the works. From this moment on, the supplies shall be stored and insured on the account and at the risk of the customer and payment for the supplies shall become due and payable in accordance with clause 6.1.	12.7	To the extent permitted by the PPSA, the customer agrees:	14.1	According to its own practices, H+S shall inspect the supplies and services before dispatch, respectively after fulfilling its services. If the customer requests further testing, this has to be specially agreed upon and paid for by the customer.
11.3	The customer assumes all risk and liability for loss, damage or injury to persons or to the customer's property or the property of third parties, arising out of the customer's use or possession of any of the goods and services sold to the customer by H+S, unless recoverable from H+S on the failure of any applicable statutory consumer guarantee under the ACL.		(a) The provisions of Chapter 4 of the PPSA which are for the benefit of the customer or which place obligations on H+S will apply only to the extent that they are mandatory or H+S agrees to their application in writing	14.2	The customer shall inspect the goods and services including partial goods and partial services within a reasonable period upon arrival and shall immediately notify H+S in writing of any deficiencies. If the customer fails in doing so, the goods and services including partial goods and partial services shall be deemed to have been taken over.
12.	Personal Property Securities Act		(b) Where H+S has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.	14.3	Having been notified of deficiencies according to Clause 14.2, H+S shall as soon as possible remedy them, and the customer shall give H+S the possibility of doing so. After remedy of such deficiencies, a taking-over test may be carried out at the request of the customer or of H+S.
12.1	This clause 12 applies to customers who are acquiring the goods and services.	12.8	The customer must immediately upon H+S' request:	14.4	Taking-over of the goods and services shall also be deemed completed as soon as the customer uses respectively can use the goods and services of H+S including partial goods or partial services.
12.2	Notwithstanding anything to the contrary contained in these Terms, the PPSA applies to these Terms.		(a) Do all things and execute all documents necessary to give effect to the security interest created under this Contract; and	14.5	Deficiencies of any kind in goods and services including partial goods and partial services shall not entitle the customer to any rights or claims other than those expressly stipulated in these general conditions.
12.3	For the purposes of the PPSA:		(b) Procure from any person considered by H+S to be relevant to its security position such agreements and waivers (including as equivalent to those above) as H+S may at any time require.	15.	Guarantee, liability for defects
	(a) Terms used in clause 9 that are defined in the PPSA have the same meaning as in the PPSA;	12.9	H+S may allocate amounts received from the customer in any manner H+S determines including in any manner required to preserve any PMSI it has in the goods and services supplied.	15.1	Except as these Terms specifically state or contained in any warranty statement provided with the goods and services, the Agreement does not include by implication any term, condition, or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design, application or performance of the goods and services or any contractual remedy for their failure.
	(b) These Terms are a security agreement and H+S has a Purchase Money Security Interest (PMSI) in all present and future goods and services supplied by H+S to the customer and the proceeds of the goods and services;	12.10	For the purposes of section 275(6) (when a secured party is not required to respond to a request) of the PPSA, the parties agree and undertake that these Terms and any information pertaining to the sale of goods and services and details of the goods and services shall be kept confidential at all times. Neither party may disclose any information pertaining to these Terms or the sale of the goods and services, except as	15.2	If the customer is a consumer, nothing in these Terms restricts, limits or modifies the customer's rights or remedies against H+S for failure of a statutory guarantee under the ACL.
	(c) The security interest is a continuing interest irrespective of whether there are monies or obligations owing by the customer at any particular time; and			15.3	Either party is not liable for nay indirect or consequential losses or expenses suffered by the other party or any third-party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to
	(d) The customer must do whatever is necessary in order to give a valid security interest over the goods and services which is able to be registered by H+S on the Personal Property Securities Register.				

<p>any other party, except to the extent of any liability imposed by the ACL.</p> <p>15.4 The customer acknowledges that:</p> <p>(a) It is the customer's responsibility to ensure the goods and services are suitable use, fit for purpose as the customer intends, that H+S makes no representation that the goods and services are suitable for use or fit for the intended purpose of the customer;</p> <p>(b) it has not relied on any service involving skill and judgement, or on any advice, assistance, information, or recommendation provided by H+S in relation to the goods and services or their use or application; and</p> <p>(c) it has not made known, expressly or by implication, to H+S any purpose for which it requires the goods and services, and it has the sole responsibility of satisfying itself that the goods and services are suitable for the use of the customer.</p> <p>15.5 H+S will not be liable for any loss or damage suffered by the customer where H+S has failed to deliver goods and services or fails to meet any delivery date or cancels or suspends the supply of goods and services, except to the extent of any liability imposed by the ACL.</p> <p>15.6 Nothing in these Terms is to be interpreted as excluding, restricting, or modifying the application of any State or Federal legislation applicable to the sale of goods and services which cannot be so excluded, restricted, or modified.</p> <p>15.7 Guarantee period H+S's liability for goods and services manufactured by it is limited to making good any defects by repairing the defects or at H+S's option by replacement within a period not exceeding 12 calendar months after the dispatch of the supplies. For replaced or repaired parts, the guarantee period finishes after expiry of the original guarantee period according to above Clause. The guarantee ceases to have effect if the customer or a third party performs inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give H+S in writing the possibility of remedying such defect.</p> <p>15.8 Liability for defects in material, design and workmanship Upon written request of the customer, H+S undertakes – excluding the acceptance of any claims and at its choice – to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the guarantee period, are proved to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become H+S' property. H+S shall bear the costs of remedying the defective parts in its works. The repair and the replacement costs outside the works of H+S are to be borne by the customer. Upon written request of the customer, H+S undertakes – excluding the acceptance of any claims and at its choice – to repair or redo as quickly as</p>	<p>possible any services which, before the expiry of the guarantee period, are proved to be defective.</p> <p>15.9 Liability for express warranties Express warranties are only those which have been expressly specified as such in the order acknowledgement. An express warranty is valid until the expiry of the guarantee period at the latest, unless an extended period has been agreed upon. If the express warranties are not or only partially achieved, H+S has the right to carry out improvements. The customer shall give H+S the necessary time and possibility of doing so. If such improvements fail completely or in part, the customer may claim a reasonable reduction of price.</p> <p>15.10 Exclusions from the liability for defects Excluded from H+S' guarantee and liability for defects are all deficiencies which cannot be proved to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear and tear (like tear and general wear as well as causes, but not limited to, electric overload, environmental pollution, electromagnetic disturbances), improper maintenance or repair, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, interference with other products, systems or services or resulting from other reasons beyond H+S' control.</p> <p>15.11 Goods and services of sub-suppliers For goods and services of sub-suppliers prescribed by the customer, H+S assumes liability only to the extent of such sub-suppliers' liability obligations towards H+S.</p> <p>15.12 Exclusivity of liability claims With respect to any defective material, bad design or poor workmanship as well as to any failure to fulfil express warranties, the customer shall not be entitled to any rights or claims other than those expressly stipulated in clause 15.1 to 15.11, especially no claims of cancellation or damages.</p> <p>15.13 Liability for additional obligations H+S is only liable to the extent of unlawful intent or gross negligence as far as claims arising out of faulty advice and the like or out of breach of any additional obligations are concerned.</p> <p>15.14 The warranty rights and remedies cannot be assigned to any third party without the prior written approval of H+S.</p> <p>15.15 The customer shall comply with H+S procedures concerning the return of goods and services under warranty or for repair (Repair and Replacement Procedure).</p> <p>16. Software</p> <p>16.1 Any software delivered by H+S shall remain the property of H+S or its licensors. The customer is granted a personal, non-exclusive, non-transferable license to use the software in direct connection with the goods and services delivered with it. The customer recognizes the confidential nature of the software.</p> <p>16.2 The software warranty is limited to software errors or defects which result in unacceptable errors in the functioning of the goods and services delivered with the software. H+S shall do its best</p>	<p>efforts to replace software with such errors or defects.</p> <p>17. Erection/Installation and commissioning If H+S undertakes the erection/installation, the supervision of the erection/installation or the commissioning, the General Conditions of Erection/Installation of H+S shall apply.</p> <p>18. Non-performance, bad performance and their consequences</p> <p>18.1 In all cases of bad performance or non-performance not expressly covered by these Terms in particular if H+S, without any valid reasons, starts execution of the goods and services so late that punctual completion is unlikely to be foreseen, or if an execution contrary to the Terms can be clearly foreseen due to H+S' fault, or if the goods and services have been executed contrary to the Terms due to H+S' fault -, then the customer shall grant a reasonable period for H+S to remedy the bad performance or non-performance. If such additional period lapses due to H+S' fault, the customer shall be entitled to terminate the Contract with respect to the goods and services executed, or certain to be executed, contrary to the terms of the Contract, and to claim a refund of the payments already made.</p> <p>18.2 In such case clause 19 shall apply with regard to any claims for damages on the part of the customer and with exclusion of any further liability, and any claim for damages shall be limited to 10 % of the Contract price for the supplies and services affected by the termination.</p> <p>19. Exclusion of further liabilities All rights and claims on the part of the customer with the exception of those mentioned in these Terms, irrespective on what ground they are based, are exhaustively covered in these Terms and especially those not expressly mentioned for damages, reduction of price, termination or withdrawal from the Contract are excluded. In no case whatsoever shall the customer be entitled to claim damages other than compensation for costs of remedying defects in goods and services. This in particular refers, but shall not be limited, to loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damages. This exclusion of liability, however, does not apply to unlawful intent or gross negligence on the part of H+S, but does apply to unlawful intent or gross negligence of persons employed or appointed by H+S.</p> <p>20. Partial supplies and partial services</p> <p>20.1 The conditions concerning acceptance and guarantee are to be enforced individually if partial goods are to be executed. The same is valid, if services are performed which are, or can be of use to the customer partially.</p> <p>21. Return of packaging material and recycling</p> <p>21.1 The customer shall not be entitled to any rights regarding the return of packaging</p>
---	---	--

- material or the recycling of product delivered by H+S.
- 21.2 H+S shall credit reels and drums charged for, if such are returned to H+S freight paid and in proper condition.

22. Right of recourse of H+S

- 22.1 If, through actions or omissions of the customer or of persons employed or appointed by it to perform any of its obligations, personal injury, damage to the property of third parties or other damages occur and if a claim is made against H+S, then the latter shall be entitled to take recourse against the customer. The latter shall hold harmless H+S.

23. Force Majeure

- 23.1 Subject to clause 23.4, neither party will be liable in any way howsoever arising under the Contract to the extent that it is prevented from acting by a Force Majeure Event.
- 23.2 If a Force Majeure Event occurs, the affected party must promptly notify the other party of the existence and expected duration of the Force Majeure Event, take all reasonable steps to alleviate or remedy the effect of the Force Majeure Event and subject to clause 23.3, resume performance of an obligation prevented after the Force Majeure Event ceases.
- 23.3 If a Force Majeure Event prevents performance of an obligation beyond 60 days, either party may suspend or cancel the Contract by written notice.
- 23.4 Nothing in this clause 23 operates to excuse the customer from any obligation to pay money owing to H+S.

24. General

- 24.1 H+S may, at its discretion terminate the Contract if it reasonably believes the customer has breached these Terms or committed fraud, and that the breach is not capable of remedy, or it has not been remedied within the provided time period.
- 24.2 A notice must be in writing and handed personally or sent by email or prepaid mail to the last known address of the addressee. Notices sent by prepaid post are deemed to be received upon confirmation of successful transmission.
- 24.3 Failure by a party to enforce any of the Terms shall not be construed as a waiver of any of that party's rights.

25. Jurisdiction and applicable law

- 25.1 The Contract for the sale of the goods and services is made in the state or territory of Australia from which this document is issued.
- 25.2 The parties submit all disputes arising between them to the Courts of such state or territory and any Court competent to hear appeals from those Courts of first instance.