

## Terms & Conditions of Supply

### 1. INTERPRETATION

1.1 In these Terms and Conditions of Supply, unless otherwise defined or the context otherwise requires:

**Amcoat** means Amcoat Australia Pty Ltd (ACN 134 339 898) as trustee for the Jamieson Berry Family Trust (ABN 18 449 735 574), being the Supplier.

**Australian Consumer Law** means Schedules 1 and 2 of the *Competition and Consumer Act 2010* (Cth) and any other relevant provisions contained in that Act.

**Business Day** means a day (other than a public holiday, Saturday or Sunday) on which trading banks are open for general banking business in Melbourne, Victoria, Australia.

**Confidential Information** of the Supplier means all information relating to the business and affairs of the Supplier in whatever form and includes, without limitation, any trade secret, process, formula, idea, concept or any information relating to the accounts work, marketing plan, development plan, financial plan, sales plan, prospect, research, development, strategy, management, financing, product, invention, design, process and any database, data survey, customer or supplier list, specification, drawing, record, report, software or other document, material or other information whether in writing or otherwise concerning the Supplier, its Related Entities, its business or any of its customers or suppliers, except information lawfully in the public domain (other than as a result of a breach of any duty of confidentiality).

**Consequential Loss** means loss of revenue, loss of profits, loss of anticipated savings or business, loss of data, loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss and any form of consequential, special, indirect, punitive or exemplary loss or damages, however it arises (including as a result of negligence).

**Contract** means each legally binding contract between the Customer and the Supplier for the purchase and supply of Goods and/or Services which is formed when an Order is accepted by the Supplier and confirmed to the Customer in writing, comprising the details of the Order (including any quotation provided by the Supplier as confirmed by the Order), the Supply T&Cs and any other terms and conditions as agreed by the Supplier and the Customer in writing.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Customer** means the person(s) specified in an Order as the "Customer" or "Client" to whom the Supplier agrees to supply Goods and/or Services under the relevant Contract.

**Goods** means any goods marketed, sold or supplied by the Supplier from time to time, including exterior and interior paint products, plaster products, concrete products, protective coating and finishing products, decorative materials and other related or ancillary goods.

**GST** means any goods and services or similar taxes, including 'GST' as defined in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and any related interest, penalty, fine, expense or other charge.

**Insolvency Event** means, in respect of the Customer, as applicable, being in liquidation or provisional liquidation, bankruptcy or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to the Customer or any of the Customer's property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay the Customer's debts, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing the Customer's own affairs for any reason, taking any step that could result in the Customer becoming an insolvent under administration (as defined in section 9 of the Corporations Act 2001), entering into a compromise or arrangement with, or assignment for the benefit of, any of the Customer's members or creditors, or any analogous event.

**Intellectual Property** means and includes:

- (a) all registered and unregistered copyright in any documents, drawings, plans, specifications, computer programs, email addresses, internet domain names, software licences, computer databases and software technology;
- (a) all trade marks, service marks, logos, business or trade names, internet domain names, design rights, patents, discoveries, inventions, innovations, improvements, electronic layout rights; and
- (b) all other intellectual property and proprietary rights.

**Notice** includes a notice, consent, request, waiver, demand or other communication by a Party to another Party.

**Order** means an order for the purchase of Goods and/or Services submitted by the Customer to the Supplier from time to time in a form specified or approved by the Supplier:

- (a) setting out details of the Goods and/or Services requested by the Customer based on the descriptions, specifications and prices as advised or otherwise quoted by the Supplier (current as at the time of submission of the order); and
- (b) containing an acknowledgement by the Customer that they have been given or otherwise obtained a copy of the Supply T&Cs, and agree to be bound by the Supply T&Cs for the supply of their requested Goods and/or Services.

**Parties** means the parties to a Contract, and **Party** means any one of them.

**PPSI** means purchase money security interest as defined in the PPSA.

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

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**PPSR** means the Personal Property Securities Register established under section 147 of the PPSA.

**Related Entity** has the meaning given to it under section 9 of the Corporations Act.

**Security Interest** means a 'security interest' as defined in the PPSA.

**Services** means any services marketed, sold or supplied by the Supplier from time to time, including exterior and interior design and decoration advice and consultation, and services related or ancillary to the supply of Goods by the Supplier.

**Supplier** means Amcoat.

**Supply T&Cs** means these Terms and Conditions of Supply, as amended from time to time.

**Tax** includes any present or future tax, levy, impost, deduction, charge, duty, assessment, fee or withholding of any nature and related interest, penalty, fine or expense imposed by any government agency but excludes any tax that is imposed on or calculated by reference to the net income received or receivable by the Supplier.

1.2 In these Supply T&Cs, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa and words importing a gender include other genders;
- (b) a reference to a clause, paragraph, attachment, annexure or schedule is a reference to a clause, paragraph, attachment, annexure or schedule of or to these Supply T&Cs, and a reference to these Supply T&Cs includes their attachments, annexures and schedules;
- (c) '\$' or 'AUD' or 'Dollar' is a reference to the lawful currency of Australia;
- (d) a reference to the word 'include' or 'including' is to be interpreted without limitation;
- (e) if a day for payment to be made or anything to be done under these Supply T&Cs falls on a day which is not a Business Day, such payment is due or such thing is to be done on the next Business Day; and
- (f) an obligation, promise, representation or warranty:
  - (i) in favour of two or more persons, including a Party which comprises two or more persons, is in favour of all of them jointly and each of them severally; and
  - (ii) of or made by two or more persons, including a Party which comprises two or more persons, binds all of them jointly and each of them severally.

### 2. STRUCTURE, EFFECT AND VARIATION OF SUPPLY T&CS

2.1 These Supply T&Cs are intended to regulate key trading terms regarding the supply of Goods and/or Services by the Supplier to its Customers from time to time.

2.2 These Supply T&Cs will become legally binding between the Supplier and the Customer upon the acceptance by the Supplier of an Order from the Customer, and will be incorporated into and form part of the Contract in respect of that Order unless otherwise agreed by the Parties in writing.

2.3 The Supplier may vary or amend these Supply T&Cs at any time in its sole and absolute discretion, provided that for the purposes of any particular Contract, the version of the Supply T&Cs current as at the date of the Contract will be binding on the Parties unless otherwise agreed by the Parties in writing.

### 3. ACQUISITION AND SUPPLY OF GOODS AND/OR SERVICES

3.1 A Customer may request the supply of Goods and/or Services from time to time by submitting an Order to the Supplier.

3.2 Despite the establishment of a Customer's account, any previous supply of Goods and/or Services to the Customer, or any previous extension of credit to the Customer, the Supplier is not under any obligation to supply any Goods or Services or extend any credit to the Customer at any time or upon the receipt of any Order, and the Customer has no entitlement to the supply of any Goods or Services or the extension of any credit unless the Supplier decides in its sole and absolute discretion to accept an Order from the Customer (with or without any variation as agreed by the Parties in writing) or to extend any credit to the Customer.

3.3 Upon the acceptance of an Order by the Supplier and the communication of such acceptance to the Customer in writing, a legally binding Contract is formed and the Customer agrees to acquire, and the Supplier agrees to provide, the Goods and/or Services specified in the accepted Order on and subject to the terms and conditions of the Contract.

3.4 If a Contract involves the supply of Goods, the Supplier (subject to the other provisions of these Supply T&Cs):

- (a) will use its reasonable endeavours to deliver the Goods at the time(s), at the location, and on any other delivery terms as specified in the accepted Order;
- (b) will deliver the Goods in accordance with the descriptions and specifications as specified in the accepted Order; and
- (c) has the right to deliver the Goods in instalments.

3.5 If a Contract involves the provision of Services, the Supplier (subject to the other provisions of these Supply T&Cs):

- (a) will provide the Services in a professional, proper and diligent manner; and
- (b) comply with reasonable directions given by the Customer during the course of providing the Services.

3.6 The Supplier will use reasonable endeavours to supply any Goods and/or Services in accordance with the terms of the accepted Order. However, should the supply of the Goods and/or Services be early or delayed for any reason beyond the control of the Supplier, or as a result of any wilful or negligent act or omission on the part of the Customer, all

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- loss, damage or other liability arising from such act or omission will be the Customer's sole responsibility and the Customer shall indemnify the Supplier in respect of such loss, damage or other liability.
- 3.7 Prior to accepting delivery of any Goods and/or Services, the Customer shall check the description and quantity of such Goods and/or Services, record any discrepancies or variations in writing on the delivery docket, and have such delivery docket verified and countersigned by the Supplier's agent. Failure to record and verify any discrepancies or variations on the delivery docket retained by the Supplier or its agent is deemed to be conclusive evidence that the delivery docket is accurate and that the Customer accepts that the Goods and/or Services have been delivered in full satisfaction to the Customer.
- 3.8 The Supplier may in its absolute discretion employ, contract or otherwise engage any person for the purpose of delivering any Goods and/or providing any Services to the Customer.
- 3.9 Each of the Supplier and the Customer will act in good faith in all of their dealings with each other.
- 3.10 The Supplier is not in any way prohibited from supplying any Goods and/or providing any Services to, or doing any business with, any other person even if that person is a direct or indirect competitor of the Customer.
- 3.11 At the request of the Supplier, the Customer must at its own cost provide to the Supplier all assistance, documents and information reasonably required by the Supplier to deliver the Goods and/or provide the Services to the Customer, including the provision of access to any premises required to deliver the Goods and/or provide the Services. The Customer warrants to the Supplier that:
- (a) any information provided to the Customer is true and correct and not misleading; and
  - (b) the Customer has the right, power and authority to provide such information to the Supplier, and the use of any such information by the Supplier will not infringe any Intellectual Property of, or any obligation of confidentiality owed to, the Customer or any third parties,
- any indemnifies the Supplier at all times against any claim, loss, damage or other liability incurred or suffered by the Supplier as a result of any breach of the above obligations and warranties by the Customer.
- 3.12 The Supplier is not responsible for any loss or damage caused to the Goods resulting from any failure by the Customer to keep the Goods in a safe and suitable place or in accordance with any directions, instructions or recommendations given by the Supplier.
- 4. EXCLUSION OF IMPLIED TERMS AND WARRANTIES**
- 4.1 The Customer acknowledges and warrants that it acquires Goods from the Supplier for its own use only and not for the purpose of re-supply to other consumers.
- 4.2 The Customer may have the benefit of consumer guarantees under the Australian Consumer Law. Otherwise, to the maximum extent permitted by law, all terms, conditions or warranties that would be implied into any Contract or these Supply T&Cs or in connection with the supply of any Goods or Services by the Supplier under law or statute or custom or international convention are excluded.
- 5. LIMITATION OF LIABILITY UNDER AUSTRALIAN CONSUMER LAW**
- 5.1 To the extent that Goods supplied by the Supplier are not goods of a kind ordinarily acquired for personal, domestic or household use and the Customer is deemed to be a consumer for the purposes of section 64A of the Australian Consumer Law, the Customer agrees that the Supplier's liability for a failure to comply with a consumer guarantee that the Customer may have a benefit under the Australian Consumer Law (other than a guarantee under sections 51 (title), 52 (undisturbed possession) and 53 (undisclosed securities), is limited to, at the option of the Supplier, one or more of the following:
- (a) the replacement of the Goods or the supply of equivalent goods;
  - (b) the repair of the Goods;
  - (c) the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
  - (d) the payment of the cost of having the Goods repaired.
- 5.2 To the extent that Services supplied by the Supplier are services other than services of a kind ordinarily acquired for personal, domestic or household use or consumption, the Supplier's liability for failure to comply with a consumer guarantee that the Customer may have the benefit of is limited to, at the option of the Supplier:
- (a) the supply of the Services again; or
  - (b) the payment of the cost of having the Services supplied again.
- 6. LIMITATION OF LIABILITY OF SUPPLIER**
- 6.1 To the maximum extent permitted by law and subject to clauses 4 and 5, the Supplier's total liability arising out of or in connection with its performance of its obligations pursuant to any Contract, the Supply T&Cs, or arising out of or in connection with the supply of any Goods and/or Services (including pursuant to or for breach of any Contract, these Supply T&Cs or repudiation thereof, under statute, in equity or for tort, including negligent acts or omissions) is limited as follows:
- (a) the Supplier shall have no liability to the Customer for any Consequential Loss;
  - (b) the Supplier's total aggregate liability for loss, however arising, shall not exceed the GST exclusive aggregate price paid by the Customer to the Supplier for the specific Goods and/or Services that gave rise to the loss in question. The limitations and exclusions

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in this clause 6.1(b) do not apply to the extent that any loss is directly attributable to:

- (i) any personal injury or death caused by the Supplier's default, breach of any Contract or these Supply T&Cs or negligence; or
- (ii) fraud by or wilful default or negligence of the Supplier,

provided always that each Party must take reasonable steps to mitigate any loss it suffers or incurs.

### 7. CUSTOMER'S PAYMENT AND OTHER OBLIGATIONS

7.1 The Customer must:

- (a) pay, without any deduction or set-off, the price charged by the Supplier for Goods and/or Services supplied to the Customer within 7 days of receiving a tax invoice from the Supplier or, if standing credit terms are offered and confirmed by the Supplier in writing, within 30 days following the end of the month during which the Goods and/or Services were supplied or provided;
- (b) pay or reimburse the Supplier for any stamp duty assessed on any Contract and any fees or charges reasonably incurred by the Supplier to register or maintain any Security Interest held by the Supplier in respect of Goods and/or Services supplied to the Customer;
- (c) immediately advise the Supplier in writing of the occurrence or likely occurrence of any Insolvency Event, any change in its name, ownership or control, or any step being taken to sell any assets (separately or together having a value being greater than 20% in value of its gross assets) as soon as practicable and not later than two Business Days after such event, change or step occurring. The Customer acknowledges that, despite any such event, change, or step the Customer remains liable to pay all outstanding or unpaid amounts to the Supplier including the price for all Goods and/or Services supplied.

7.2 Any amount owed to the Supplier not paid by the due date will incur interest at a rate of 10% per annum calculated daily and compounded monthly.

7.3 The Customer agrees to pay or reimburse the Supplier for all costs and expenses (including legal costs, commissions paid by the Supplier to any agent and dishonour fees) incurred by the Supplier in connection with the recovery of any overdue amounts and the enforcement of any Security Interest provided by or on behalf of the Customer to the Supplier.

7.4 A certificate signed by or on behalf of the Supplier stating any amount payable by the Customer under is conclusive evidence of that amount in the absence of any manifest error. The Customer cannot object to the admission of such a certificate in any proceedings.

### 8. RETENTION OF TITLE

8.1 The Supplier retains legal and equitable title in any Goods supplied to the Customer until payment in full for or in connection with the supply of such Goods has been received by the Supplier. Until payment in full has been received, the following provisions of this clause 8 apply.

8.2 If the Customer sells any Goods supplied by the Supplier before payment in full has been received by the Supplier, the Customer sells as principal and not as agent of the Supplier, and the proceeds of sale of each item of Goods must be held by the Customer in a separate fund on trust for the Supplier and the Customer is under a duty to account to the Supplier for such proceeds. The creation of, or any failure of, any such trust shall not in any way limit the obligation of the Customer to pay any amount to the Supplier in respect of the Goods supplied.

8.3 Until payment in full has been received by the Supplier for any Goods supplied to the Customer, the Customer must keep the Goods safe and free from deterioration, destruction, loss or harm, and must clearly designate the Goods as the property of the Supplier, store them in such a way they are clearly identified as the property of the Supplier.

8.4 The Supplier is irrevocably entitled at any time and from time to time to inspect or to recover and retake possession of such Goods and otherwise exercise in relation to the Goods any of its rights whether those rights are as owner and/or unpaid seller or otherwise and whether those rights are conferred by common law, contract, statute or in any other way. In order to exercise such entitlement, the Supplier and its agents are irrevocably authorised by the Customer to enter any of the Customer's premises or vehicles or those of any third party. The Customer agrees to obtain the consent of any such third party to such entry by the Supplier and to indemnify the Supplier and its agents for any liability arising from any entry upon such third parties' premises or vehicles except to the extent that such liability arises from the negligence or wilful default of the Supplier. The Supplier and its agents agree to take all reasonable care in removing the Goods from such premises or vehicles but, to the extent this liability may be disclaimed by law, are not liable for any loss, damage or injury to such premises caused by the removal of the Goods.

8.5 This reservation of title and ownership is effective whether or not the Goods have been altered from their supplied form, or commingled with other goods.

### 9. SECURITY AGREEMENT AND SECURITY INTERESTS

9.1 For the purposes of this clause 9 and the other provisions of these Supply T&Cs, the expressions "accession", "collateral", "commingled goods", "financing statement", "financing change statement", "present and after acquired property", "proceeds", "security agreement", "security interest", "perfected security interest" and "verification statement" have the meanings given to them under, or in the context of the PPSA. References to sections are to sections of the PPSA.

9.2 The Parties agree and acknowledge that this clause 9 constitutes a security agreement which:

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- (a) creates a Security Interest (**All PAAP**) in favour of the Supplier over:
- (i) all Goods previously supplied by the Supplier to the Customer (if any);
  - (ii) all of the Customer's right, title and interest in all of the Customer's present and after acquired property; and
  - (iii) all proceeds,
- as continuing security for payment of the purchase price and all of the Customer's outstanding debts and obligations to the Supplier from time to time, and this Security Interest shall extend to all proceeds and accessions and continue until all of the Customer's debts and obligations under or in connection with all Contracts are discharged in full; and
- (b) provides that the retention of title arrangement described in clause 8 constitutes the grant of a PMSI by the Customer in favour of the Supplier in respect of all present and after acquired Goods supplied to the Customer by the Supplier from time to time.
- 9.3 The Customer must immediately, if requested by the Supplier, sign any documents, provide all necessary information and do anything else required by the Supplier to ensure that the Supplier's PMSI and All PAAP are perfected security interests (including the registration of the PMSI and the All PAAP on the PPSR). The Customer must pay or reimburse the Supplier for any costs of registration, amendment or discharge of any financing statement or financing change statement and any costs the Supplier incurs with respect to or in connection with its PMSI and/or All PAAP and the exercise of its rights under the security agreement.
- 9.4 The Customer must not without the Supplier's prior written consent grant any security interest or enter into any other arrangement that permits any other person to have or to register any security interest in respect of the Goods or any proceeds from the sale of the Goods that would have priority over the Supplier's security interest in respect of the Goods or any proceeds from the sale of the Goods (including the Supplier's PMSI and All PAAP referred to in clauses 9.2 and 9.3).
- 9.5 The Customer hereby waives any rights the Customer may otherwise have to:
- (a) receive any notices the Customer would otherwise be entitled to receive under sections 95, 118, 121, 130, 132 or 135 of the PPSA;
  - (b) apply to a Court for an order concerning the removal of an accession under section 97 of the PPSA;
  - (c) object to a proposal of the Customer to purchase or retain any collateral under sections 130 and 135 of the PPSA;
  - (d) receive a copy of a verification statement confirming registration of a financing statement, or a financing

change statement, relating to any security interest the Supplier may have in Goods supplied to the Customer from time to time or any present and after acquired property of the Customer.

### 10. RISK

- 10.1 Risk in relation to any Goods passes to the Customer on delivery of the Goods. Delivery of Goods will be at the Supplier's premises on collection of the Goods by the Customer, its employees, agent or contractors. If the Supplier has expressly agreed to ship the Goods, risk in the Goods passes immediately on delivery of the Goods to the Customer's designated place of delivery by the Supplier or its agent.

### 11. GST

- 11.1 Unless otherwise agreed by the Parties in writing, all payments to be made by the Customer under or in connection with any Contracts or these Supply T&Cs have been calculated without regard to GST. If all or part of any such payment is the consideration for a taxable supply for GST purposes then, when the Customer makes the payment:
- (a) it must pay to the Supplier an additional amount equal to that payment (or part) multiplied by the appropriate rate of GST (currently 10%); and
  - (b) the Supplier will promptly provide to the Customer a tax invoice complying with the relevant GST legislation.
- 11.2 Where under any Contracts or these Supply T&Cs the Customer is required to reimburse or indemnify for an amount, the Customer will pay the relevant amount (including any sum in respect of GST) less any GST input tax credit the Supplier determines that it is entitled to claim in respect of that amount.

### 12. CONFIDENTIAL INFORMATION AND IP

- 12.1 Subject to clause 12.2, the Customer must keep confidential the Confidential Information of the Supplier and all information in connection with:
- (a) these Supply T&Cs and all subject matters covered by the Supply T&Cs; and
  - (b) any Contract and all subject matters covered by the Contract.
- 12.2 The Customer may disclose Confidential Information of the Supplier:
- (a) on a confidential basis to their professional advisers for the sole purpose of enabling them to advise in connection with these Supply T&Cs and/or any Contract;
  - (b) if that information is in the public domain (other than as a result of a breach of confidence under this clause or otherwise);
  - (c) with the prior written consent of the Supplier; or

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- (d) if required by law or by a government authority, court or tribunal to do so.
- 12.3 Nothing in these Supply T&Cs or the Credit T&Cs operates or is deemed to transfer any Intellectual Property of the Supplier to the Applicant or Customer or any other third person.
- 12.4 This clause 12 binds the Parties at all times and, without limitation, survives, and continues to bind the Parties after, termination of any Contract.
- 13. DEFAULT AND TERMINATION**
- 13.1 Either Party may terminate any Contract by giving notice to the other Party if:
- (a) the other Party has committed a breach of the Contract and, if the breach is capable of remedy, it has not been remedied within 14 days from the date on which notice is given to that other Party specifying the breach and requiring its remedy;
- (b) the other Party ceases, or threatens to cease, to carry on business;
- (c) the other Party is insolvent or is otherwise unable to pay its debts when they fall due, or an administrator, a controller, a receiver, a receiver and manager, a liquidator or a provisional liquidator has been appointed in respect of the other Party; or
- (d) the other Party is bankrupt, or is being wound up or otherwise dissolved.
- 13.2 If a Contract is terminated in accordance with clause 13.1, no Party has any obligation or liability to another Party or any other person under or in connection with that Contract except in connection with:
- (a) any claims which arose before the termination; and
- (b) any obligations under the Contract which are expressed to survive termination of the Contract.
- 14. RELATIONSHIP**
- The Supplier provides Goods and/or Services to the Customer as an independent contractor and is not and cannot be taken to be:
- (a) in partnership or in a joint venture relationship with the Customer; or
- (b) an employee, servant or agent of the Customer.
- 15. LAW AND JURISDICTION**
- The Parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State of Victoria and any courts that may hear appeals from those courts in respect of any proceedings in connection with these Supply T&Cs or any Contract.
- 16. DISPUTES**
- If any dispute arises between any Parties in relation to any Contracts or these Supply T&Cs, the matter must be referred to an independent person to be jointly appointed by the Parties or, in default of agreement as to the independent person to be appointed, a person to be appointed on the application of a Party by the President for the time being of the Law Institute of Victoria. Such independent person will act as an expert and not as an arbitrator and any decision made by him or her will in the absence of manifest error, be final and binding on the Parties. The costs incurred in obtaining such a decision will be determined by the independent person.
- 17. MISCELLANEOUS**
- 17.1 Once an Order has been accepted by the Supplier and a Contract is formed, the Parties must do all such further acts, matters and things (including the execution of documents) as may be necessary to give full effect to the Contract.
- 17.2 Once a Contract is formed, it constitutes the entire agreement of the Parties and supersedes all prior agreements, understandings and negotiations on the same subject matters.
- 17.3 The Customer may not assign or transfer all or any part of their rights or obligations under the Contract without the prior written consent of the Supplier.
- 17.4 The Customer warrants by submitting an Order to the Supplier that they have obtained, or have had the opportunity to obtain, independent legal and financial advice on the Contract and the Supply T&Cs, and agree that the terms of the Contract are reasonable and that they have entered into the Contract freely and voluntarily.
- 17.5 No provision of the Contract or the Supply T&Cs may be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of that provision or the relevant document.
- 17.6 Any provision in the Contract or the Supply T&Cs which is invalid or unenforceable in any jurisdiction is to be read down, for the purposes of that jurisdiction, if possible so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the relevant document or affecting the validity or enforceability of that provision in any other jurisdiction.
- 17.7 Any document constituting the Contract may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.
- 17.8 Unless otherwise specified in the Contract or the Supply T&Cs, each Party must bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations under, the Contract.
- 17.9 If the Customer comprises two or more persons, then the Contract binds all of them jointly and each one of them severally.