



TERMS & CONDITIONS

epikon

CUSTOMER COMMUNICATIONS

1. APPLICATION

These Terms and Conditions apply to all supplies of Goods and/or Services by Us and the Customer and shall apply to the exclusion of all terms and conditions conflicting with or purporting to modify them, except where otherwise agreed in writing between Us and the Customer.

2. DEFINITIONS & INTERPRETATION

- 2.1 'Customer' means the person or company who buys or agrees to buy the Goods or Services from Us and/or the person or company who has or agrees to have Services supplied by Us and this includes the Customer's employees, agents, directors and shareholders.
- 2.2 'Confidential Information' means any information or documents of a confidential or sensitive nature and includes any source code relating thereto, Our Price, Customer lists and quotations, including information relating to Services.
- 2.3 'Delivery Date' means the date specified by Us when the Goods and Services are to be delivered.
- 2.4 'Goods' means the products which the Customer agrees to buy from Us.
- 2.5 'GST' means the same as in the GST Law, any other goods and services tax, or any tax applying to this transaction in a similar way; and any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.
- 2.6 'GST Law' means the same as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 2.7 'Intellectual Property Rights' means all present and future copyright and neighbouring rights, all proprietary rights in relation to ideas, designs, artistic and literary works, including patents, registered or unregistered trademarks, digital and electronic works, source code, object code, operating enhancements, translations, compilations, derivative works, confidential information, trade secrets and know how.
- 2.8 'Price' means the price for the Goods and/or Services excluding carriage, packing, and insurance plus any GST.
- 2.9 'Services' means any services provided by Us to the Customer, including but not limited to data and mail processing, printing, fulfilment and digital services.
- 2.10 'Terms and Conditions' means the terms and conditions set out in this document and any special terms and conditions agreed in writing by Us.
- 2.11 'Us' 'We' 'Our' all means Epikon.
- 2.12 In these Terms and Conditions, unless the context otherwise requires:
- 2.12.1 the singular includes the plural and vice versa;
- 2.12.2 a reference to a clause is a reference to a clause in these Terms and Conditions;
- 2.12.3 a reference to a party to these Terms and Conditions or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- 2.12.4 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- 2.12.5 a reference to a period of time (including, without limitation, a year, a quarter, a month and a day) is to a calendar period;
- 2.12.6 a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

2.13 In these Terms and Conditions, headings are for convenient reference only and do not affect interpretation.

3. QUOTES, BOOKING FORMS AND INVOICES

- 3.1 Where the Customer requests Us to supply Goods and/or Services to the Customer We may give the Customer a written quote.
- 3.2 We reserve the right to correct any obvious errors or omissions in a written quote, whether technical or otherwise.
- 3.3 All signed booking forms returned to Us by the Customer shall be deemed to be acceptance of a quote provided by us, by the Customer to purchase Goods or have Services supplied pursuant to these Terms and Conditions and shall also be deemed to be conclusive evidence of the Customer's acceptance of these Terms and Conditions.
- 3.4 Upon receipt from the Customer of a signed booking form for Goods and/or Services We will issue an invoice to the Customer.
- 3.5 The Customer acknowledges that the Customer has been informed by Us that Goods and/or Services provided pursuant to these Terms and Conditions may be provided wholly or in part by independent contractors, third-parties or sub-contractors including but not limited to services pertaining to the delivery of mail and digital mail and printing services.

4. THE PRICE AND PAYMENT

- 4.1 The Price shall be as quoted to the Customer by Us.
- 4.2 Payment of the Price shall be due within 7 days of the date of the invoice or as otherwise agreed or instructed. In some instances (such as first time Customers) We will require that payment of the Price is made upfront or prior to the Goods and/or Services being delivered or completed. Time for payment shall be of the essence.
- 4.3 If the Customer does not make payment of the Price within 7 days of the date of the invoice or as otherwise agreed or instructed, then all money that the Customer owes to Us becomes immediately payable and We may suspend any work in progress and/or cancel any orders in existence (without prejudice to any of Our other rights or remedies).
- 4.4 If the Customer does not make payment of the Price within 7 days of the date of the invoice or as otherwise agreed or instructed, We may at Our absolute discretion appropriate any payment made by the Customer to such of the Goods and/or Services (or Goods and/or Services supplied under any other contract with the Customer) as We think fit.
- 4.5 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 5% above the penalty interest rate prescribed from time to time pursuant to the Penalty Interest Rates Act 1983.
- 4.6 We may, by giving notice to the Customer at any time up to 4 days before delivery of Goods and/or supply of Services, increase the Price of the Goods and/or services to reflect any increase in the cost to Us which is due to factors occurring after we have provided a quote to the Customer and which are beyond the reasonable control of Us (including, without limitation, foreign exchange fluctuations, taxes and duties and the cost of labour, materials, costs of supply and costs of independent contractors, third parties and sub-contractors engaged by Us). The Customer may not cancel the contract in these circumstances unless such an increase exceeds 15% of Our quoted price, and in that event the Customer may cancel this contract within 4 days of any such notice from Us.
- 4.7 The Customer must pay Us any costs, expenses or losses incurred by Us as a result of the Customer's failure to pay Us on the due date all sums outstanding from the Customer (including, without limiting the generality of the obligation set out in this clause, any debt collection and legal costs).

- 4.8 The Customer does not become entitled to, and We are not obliged to pay or allow any discount or rebate unless all money owing by the Customer to us has been paid.

5. THE GOODS AND SERVICES

- 5.1 The quantity and description of the Goods and/or Services shall be as set out in Our quote.
- 5.2 The Goods and/or Services shall be supplied in accordance with the description contained in Our specifications.
- 5.3 To fully understand the Customer's instructions, the Customer must fully explain to Us the objectives that the Customer has in relation to each project and the context in which the Customer has requested Our Goods and/or Services. The Customer must provide us with all information that We may reasonably require in order to perform any Services or supply any Goods.
- 5.4 If the Customer's objectives change during a project, before or during performance of Services and/or supply of Goods, the Customer must immediately advise Us if it wishes to add to or refine any aspect of its instructions.
- 5.5 We will not materially alter the scope of Services or the provision of Goods without the Customer's consent. In some instances, it may be difficult to specify the precise nature of the activities required to perform the Services before the commencement of work. If We consider during the provision of Services that a material change or addition will be required, We will notify the Customer of that change.
- 5.6 We may from time to time make changes (with or without notice) to the specifications of the Goods and/or Services which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods and/or Services.
- 5.7 The Customer shall take delivery of the Goods tendered and or the Services rendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:
- 5.7.1 such discrepancy in quantity shall not exceed 15%; and
- 5.7.2 the Price shall be adjusted pro rata to the discrepancy.
- 5.8 The specifications and designs of the Goods and/or Services (including the copyright, design right or other intellectual property in them shall as between the parties be the property of Us. Where any designs or specifications have been supplied by the Customer for manufacture or delivery by or to the order of Us then the Customer warrants that use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

6. OUR LIABILITY

- 6.1 The parties acknowledge that, certain clauses, conditions, guarantees and warranties may be implied in these Terms and Conditions and there are rights and remedies conferred on the Customer in relation to the provision of the Goods and/or Services which cannot be excluded, restricted or modified by agreement under applicable State and Commonwealth law ("Non-Excludable Rights").
- 6.2 Apart from Non-Excludable Rights, We accept no liability for:
- 6.2.1 any claim by the Customer or any other person, including without limitation, any claim relating to or arising from all clauses, conditions, guarantees and warranties expressed or implied, and all rights and remedies conferred on the Customer, by statute, the common law, equity, trade, custom or usage or otherwise; and
- 6.2.2 any representations, warranties, conditions, guarantees or agreement made by any agent or representative which are not expressly confirmed by Us in writing.
- 6.3 Where (and to the extent) permitted by law, We are able to limit the remedy of the Customer for a breach of a Non-Excludable Right, then Our liability for breach of the Non-Excludable Right is limited to, at Our election:

- 6.3.1 in the case of Goods - the repair or replacement of the Goods or the supply of equivalent Goods or the payment of the cost of doing so; and
- 6.3.2 in the case of Services - the supplying of the Services again or the payment of the cost of doing so.
- 6.4 Subject to Our obligations under the Non-Excludable Rights and clause 6.5, Our maximum aggregate liability to the Customer in respect of any one claim or series of connected claims under this document or in connection with its subject matter, whether arising in or for breach of contract, negligence or other tort, breach of statutory duty, or under an indemnity or otherwise is limited to an amount equal to the last invoice issued by Us to, and paid by, the Customer.
- 6.5 Notwithstanding any other provision of these Terms and Conditions, in no circumstance (whatever the cause) are We liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for:
 - 6.5.1 any increased costs or expenses;
 - 6.5.2 any loss of profit, revenue, business, contracts or anticipated savings;
 - 6.5.3 any loss or expense resulting from a claim by a third party; or
 - 6.5.4 any special, indirect or consequential injury loss, damage or expense whatsoever and howsoever arising.
- 6.6 We will not be liable to the Customer for loss, however caused, of any data stored on disks, tapes, compact discs or other media supplied by the Customer to Us. If We are required to obtain goods and/or services not normally stocked or supplied by Us from a third party in order to carry out the Customer's instructions:
 - 6.6.1 the Customer must pay for such Goods and/or Services;
 - 6.6.2 We will not be liable for any breach of these Terms and Conditions if that breach is a result of or is connected with the supply by the third party of the Goods and/or Services; and
 - 6.6.3 We acquire the Goods and/or Services as agent for the Customer and not as principal and will have no liability to the Customer in relation to the supply of those Goods and/or Services. Any claim by the Customer in relation to the supply of those Goods and/or Services must be made directly against the third party.
- 6.7 We are not liable to the Customer in relation to any loss, damage or expense caused by Our failure to complete to perform Services or to deliver Goods as a result of an act of God, fire, flood, tempest, earthquake, riot, civil disturbance, industrial dispute, theft, crime, strike, lockout, work stoppage or other labour hindrance, breakdown, act of war (whether declared or not), sabotage, insurrection, epidemic, national emergency (whether in fact or law), requirements of restriction of, or failure to act by, any government, local body or judicial entity, the inability of Our usual suppliers to supply necessary materials or any other matter beyond Our control ("Force Majeure Event").

7. DELIVERY OF THE GOODS AND SERVICES

- 7.1 Delivery of Goods and/or Services shall be made to the Customer's nominated address as specified in the Quote.
- 7.2 If We agree to deliver Goods, the Customer shall bear all freight costs and charges associated with that delivery.
- 7.3 The Customer shall make all arrangements necessary to take delivery of Goods whenever they are tendered for delivery and if the Customer refuses or fails to accept delivery of any Goods, We may charge the Customer for any additional costs incurred as a result, including storage and transportation costs.

- 7.4 Any time stated for delivery of Goods and/or Services is an estimate only and We are not liable for any delay in delivery whatsoever including any delay caused by third parties.
- 7.5 Where it has been agreed that the Customer is to collect Goods from Us, the Customer must only do so when the Customer has been notified by Us that the Goods are ready for collection.

8. ACCEPTANCE OF THE GOODS

- 8.1 The Customer shall inspect the Goods on delivery and shall within 24 hours of delivery notify Us of any alleged defect, shortage in quantity, damage or failure to comply with descriptions or sample. The Customer shall afford Us an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the Customer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the agreement and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Customer shall be deemed to have accepted the Goods.
- 8.2 The Customer shall notify Us of any non-delivery within 3 days of the date of dispatch (as stated on the invoice). Notwithstanding the receipt by Us of any such notice a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt.
- 8.3 If the Goods are not in accordance with the contract for any reason the Customer's sole remedy shall be limited to Us making good any shortage by replacing such Goods or, if We shall elect, by refunding a proportionate part of the Price.
- 8.4 Our liability to the Customer, whether for any breach of an agreement or otherwise, shall not in any event exceed the Price and We shall be under no liability for any direct loss and/or expense or indirect loss and/or expense suffered by the Customer or liability to third parties incurred by the Customer.
- 8.5 If the Customer properly rejects any of the Goods which are not in accordance with the agreement the Customer shall nonetheless pay the full Price for such Goods unless the Customer promptly gives notice of rejection to Us and at the Customer's cost returns such Goods to Us before the date when payment of the Price is due.
- 8.6 No goods delivered to the Customer which are in accordance with the agreement will be accepted for return without Our prior written approval (in accordance with Our returns authorisation procedure) on terms to be determined at the absolute discretion of Us.
- 8.7 If We agree to accept any such Goods for return, the Customer shall be liable to pay a handling charge of 100% of the invoice price. Such Goods must be returned by the Customer (carriage paid) to Us in their original form. Goods returned without Our prior written approval may at Our absolute discretion be returned to the Customer or stored at the Customer's cost without prejudice to any rights or remedies We may have.

9. TITLE AND RISK

- 9.1 The Goods shall be at the Customer's risk as from delivery or collection (whichever is applicable).
- 9.2 Despite delivery having been made property in the Goods shall not pass from Us until:
- 9.2.1 the Customer shall have paid the Price in full; and
- 9.2.2 no other sums whatever shall be due from the Customer to Us.
- 9.3 Until property in the Goods passes to the Customer in accordance with clause 9.2.2 the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for Us. The Customer shall store the Goods (at no cost to Us) separately from all other goods in its possession and marked in such a way that they are clearly identified as Our property.

- 9.4 Notwithstanding that the Goods (or any of them) remain the property of Us the Customer may sell or use the Goods in the ordinary course of the Customer's business at full market value for the account of Us. Any such sale or dealing shall be a sale or use of Our property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until the property in the Goods passes from Us the entire proceeds of sale or otherwise of the Goods shall be held in trust for Us and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as Our money.
- 9.5 We shall be entitled to recover the Price notwithstanding that property in any of the Goods has not passed from Us.
- 9.6 Until such time as property in the Goods passes from Us the Customer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to Us. If the Customer fails to do so We have express authority from the customer to enter upon any premises owned, occupied or controlled by the Customer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Customer under clause 9.4 shall cease.
- 9.7 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of Us. Without prejudice to the other rights of Us, if the Customer does so all sums whatever owing by the Customer to Us shall forthwith become due and payable.
- 9.8 The Customer shall insure and keep insured the Goods to the full Price against "all risks" to the reasonable satisfaction of Us until the date that property in the Goods passes from Us, and shall whenever requested by Us produce a copy of the policy of insurance. Without prejudice to Our other rights, if the Customer fails to do so, all sums whatever owing by the Customer to Us shall forthwith become due and payable.
- 9.9 We will, in respect of all sums owed by the Customer to Us, have a general lien on all property of the Customer in Our possession and may, after 14 days' notice to the Customer, sell that property and apply the proceeds (net of any sale costs) in satisfaction of all or any part of the sums owed. If any of the Customer's property held by Us enjoys copyright protection in favour of the Customer, the Customer hereby grants Us a licence to exercise the rights conferred on Us under this clause.
- 9.10 The Customer must reimburse Us all costs incurred by Us in exercising Our rights under this clause.

10. PERSONAL PROPERTIES SECURITIES LAW

- 10.1 This clause applies to the extent that any agreement incorporating these Terms and Conditions provides for or contains a 'security interest' for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPS Law").
- 10.2 The security interest granted to Us is a 'purchase money security interest' ("PMSI") to the extent that it can be under section 14 of the PPS Law.
- 10.3 The Customer agrees that:
- 10.3.1 all collateral which is at any time subject to Our security interest secures its own purchase price; and
 - 10.3.2 in addition, to the extent possible under PPS Law, all collateral which is at any time subject to Our security interest secures as a PMSI the purchase price of all collateral supplied to the Customer.
- 10.4 This clause 10 does not limit what other amounts are secured under these Terms and Conditions.
- 10.5 The parties agree that payments will be applied in the following order:
- 10.5.1 to obligations that are not secured, in the order in which those obligations were incurred;
 - 10.5.2 to obligations that are secured, but not by PMSIs, in the order in which those obligations were incurred; and

- 10.5.3 to obligations that are secured by PMSIs, in the order in which those obligations were incurred.
- 10.6 The Customer agrees that We may register Our security interest as a PMSI and the Customer agrees that it must do anything which We require for the purposes of ensuring that Our security interest is enforceable, perfected and otherwise effective under the PPS Law, enabling Us to gain first priority (or any other priority agreed to by Us in writing) and enabling Us to exercise rights in connection with the security interest.
- 10.7 Our rights under these Terms and Conditions are in addition to and not in substitution for Our rights under other law (including the PPS Law) and We at our sole discretion may decide whether to exercise Our rights under these Terms and Conditions.
- 10.8 The provisions of the PPS Law confer rights on Us and the Customer agrees that in addition to these rights, if there is default by the Customer, We will have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any Goods and We may do so in any manner We see fit.
- 10.9 The Customer hereby expressly waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.

11. INSOLVENCY OR OTHER DEFAULT OF CUSTOMER

- 11.1 If the Customer fails to make payment for the Goods and/or Services in accordance with these Terms and Conditions or commits any other breach of these Terms and Conditions or if any distress or execution shall be levied upon any of the Customer's goods or if the Customer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Customer or if the Customer is unable to pay its debts as and when they fall due or if being a limited company any resolution or petition to wind up the Customer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrator administrative receiver or manager shall be appointed over the whole or any part of the Customer's business or assets of the Customer shall suffer any analogous proceedings under foreign law, all sums outstanding in respect of the Goods and/or Services shall become payable immediately. We may in our absolute discretion and without prejudice to any other rights We may have:
- 11.1.1 suspend all future deliveries of Goods and/or supply of Services to the Customer and/or terminate any agreement with the Customer without liability upon our part; and/or
- 11.1.2 exercise any of our rights pursuant to clause 11.
- 11.2 The Customer may not withhold payment of any invoice or other amount due to Us by reason of any right of set-off or counterclaim which the Customer may have or alleges to have for any reason whatsoever.

12. CUSTOMER'S OBLIGATIONS AND WARRANTIES

- 12.1 In circumstances where the Customer is a company, the director(s) of the company guarantee to Us (and if there is more than one director, jointly and severally) the due and punctual performance and observance of these Terms and Condition, including payment of the Price, interest, costs and other moneys.
- 12.2 In circumstances where the Customer has provided to Us any kind of documentation, correspondence or publication and has requested Us to provide mailing services for the dissemination, mailing or delivery of any such documentation, correspondence or publication, the Customer warrants that the documentation does not contain anything that is defamatory, offensive or contrary to law and agrees to indemnify Us and keep Us indemnified for all or any actions, claims, disputes or liabilities howsoever arising in circumstances where it is alleged or found that the documentation is defamatory, offensive or contrary to law.
- 12.3 If the Parties agree that the Customer is responsible for supplying materials or equipment for the purposes of an order:

- 12.3.1 the Customer must supply sufficient quantities of materials, such quantity to be specified by Us;
- 12.3.2 We will not be responsible for any defects in the Goods and/or Services supplied which are caused by defects in or the unsuitability of materials or equipment supplied by the Customer; and
- 12.3.3 property in any materials supplied by the Customer and incorporated into the Goods passes to Us at the time of incorporation of any such materials supplied by the Customer.
- 12.4 We hold any and all of the property of the Customer at the Customer's risk and We have no obligation to insure any property of the Customer that is in Our possession. The Customer agrees that it must pay the cost of any insurance arranged by Us at the Customer's request.
- 12.5 If the Customer leaves property or materials in Our possession and requests that we dispose of it on their behalf, We may, dispose of or sell the property and/or materials and retain any proceeds of sale as compensation for holding and handling the property and/or materials and may invoice the Customer for any costs incurred with disposing of the property or materials.
- 12.6 If the Customer leaves property or materials in Our possession, We may, 7 days after completion of the job or without any specific instructions from the Customer and without further notice to the Customer, dispose of or sell the property and/or materials and retain any proceeds of sale as compensation for holding and handling the property and/or materials and may invoice the Customer for any costs incurred with disposing of the property or materials.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 All Intellectual Property Rights and copyright associated with the Goods and/or Services supplied by Us, including the copyright in all artistic and literary works authored by Us, will remain vested in and the property of Us.
- 13.2 We may at our sole discretion elect to grant a limited non-exclusive revocable licence to a Customer to use the works authored by us and We will not accept any liability whatsoever for any use of materials outside the scope of the licence granted. The exercise of such license cannot be assigned to or used by a third party and is conditional upon Us having received all monies due to Us under these Terms and Conditions and any such licence is revocable and ceases upon termination and/or completion of the Services or delivery of the Goods.
- 13.3 The Customer warrants that it has copyright or a licence enabling it to authorise Us to reproduce all artistic or literary works supplied by the Customer to Us for the purposes of an order and the Customer hereby expressly authorises Us to reproduce all and any of such works for those purposes.
- 13.4 The Customer warrants that use by Us of any designs or instructions supplied by the Customer will not infringe any intellectual property of any other person and the Customer indemnifies Us against any claim relating to or arising from the infringement of any intellectual property of any other person.
- 13.5 The Customer indemnifies Us against all liability, loss, damage, claims, action and expenses incurred by Us in relation to or in any way directly or indirectly connected with any breach of copyright or of any rights in relation to copyright.

14. PRIVACY AND CONFIDENTIAL INFORMATION

- 14.1 Our Privacy Policy explains how we collect, use and disclose information about our customers and their clients in accordance with the Australian Privacy Principles (APP) and the requirements of the Privacy Act 1988 (Cth) in all activities involving the collection, use, disclosure and handling of personal information. For more information please see our Privacy Policy [attach link to page].
- 14.2 The Customer and Us shall at all times hereafter with respect to any Confidential Information passing between them or divulged to the other by reason of this or any other agreement:

- 14.2.1 maintain the secrecy of any Confidential Information;
- 14.2.2 refrain from divulging or disclosing to any other person, firm, corporation or entity any Confidential Information;
- 14.2.3 refrain from using or attempting to use Confidential Information in any manner which will or may cause or be calculated to cause injury or loss to either the Customer or Us or their respective clients;
- 14.2.4 refrain from copying or transmitting any Confidential Information, or attempting to do the same and use their best endeavours to protect the disclosure of any of the Confidential Information by or to third parties; and
- 14.2.5 comply with our Privacy Policy, the Privacy Act 1988 (Cth) and any other applicable laws and codes dealing with privacy in relation to the collection, use, storage and disclosure of personal information.

15. GENERAL

- 15.1 Any provision in these Terms and Conditions which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down, then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.
- 15.2 If We exercises or fails to exercise any right or remedy available to Us this shall not prejudice Our rights in exercising any other right or remedy and waiver of any of these Terms and Conditions by Us must be specified in writing and signed by Us.
- 15.3 These Terms and Conditions are governed by the law in force in the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions.
- 15.4 The Customer acknowledges and agrees that any information given to Us by the Customer may be disclosed to a referee or a credit agency in order to establish information relating to the Customer's credit worthiness.
- 15.5 Any notice required to be served on Us shall be in writing and served by hand or by pre-paid post to PO BOX 222 Kerrimuir VIC 3129 Australia or such other address as We may from time to time notify the Customer of and on the Customer at the Customer's registered office or principal place of business.
- 15.6 We reserve the absolute right to amend these Terms and Conditions by giving the Customer notice in writing. The amendment takes effect from and in respect of any order made by Customer on the date of such notice.