CONDITIONS OF SALE

1. Definition and Interpretation

1.1 In these Conditions:

ACL means the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) and its associated Regulations as amended;

Altered Goods means any Goods which have been altered by or on behalf of the Customer by subjecting the Goods to any manufacturing process or incorporating the Goods into another product;

Company means TBA Textiles Pty Ltd ACN 161422359 trading as TBA Protective Technologies and TBA Firefly

Conditions means these Conditions of Sale, as amended or updated from time to time by the Company;

Confidential Information means any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential or if the information could reasonably be supposed to be confidential;

consumer is as defined in the ACL and that definition is used in determining if the Customer is a consumer for the purposes of the Contract;

Contract means any contract between the Company and the Customer for the supply of Goods, incorporating these Conditions;

Customer means any person, firm, company or other organisation, jointly and severally if more than one, who is the addressee of the Company's quotation or acceptance of an order issued by the Company and includes any successor-in-title of the Customer and any company or entity arising (wholly or partly) by way of any merger, amalgamation, reorganisation or acquisition of the Customer;

Delivery Point means the place where delivery of the Goods will occur under clause 6 including, but not limited to, the Customer's place of business;

Goods means any goods or materials agreed in the Contract to be supplied by the Company to the Customer (including any part or parts of them);

Input Material means any documents, plans, drawings, designs or other materials, and any data or other information provided by the Customer to the Company relating to the Goods;

Intellectual Property Rights means any design rights, utility models, patents, inventions, logos, business names, trade marks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered;

Output Material means any documents, plans, drawings, designs or other materials, and any data or other information provided by the Company to the Customer relating to the Goods;

PPSA means the Personal Property Securities Act 2009 (Cth) and its associated Regulations as amended;

1.2 In these Conditions, unless the contrary intention appears:

(a) a reference to a "person" (including a party) includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency;

(b) a reference to a "clause" is to a clause of these Conditions;

(c) clause headings shall not affect the interpretation of these Conditions;

(d) any reference to "parties" means the parties to the Contract and "party" shall be construed accordingly;

(e) the words "include", "including" or "such as" are not used as, nor are they to be interpreted as words of limitation;

(f) a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

(g) words in the singular include the plural and in the plural include the singular.

2. Application of Conditions

2.1 Unless otherwise agreed by the Company in writing, the Conditions apply exclusively to every Contract and cannot be varied or replaced by any other terms, including the Customer's terms and conditions of purchase (if any),

2.2 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

2.3 The Company may vary or amend these Conditions by written notice to the Customer at any time. Any variations or amendments will apply to quotes or orders placed after the notice date.

2.4 Any quotation provided by the Company to the Customer for the proposed supply of Goods is:

(a) valid for 30 days provided that the Company has not previously withdrawn it;

(b) an invitation to treat only; and

(c) only valid if in writing.

2.5 The Conditions may include additional terms in the Company's quotation, which take priority over the Conditions to the extent of any inconsistency.

2.6 Any representations about any Goods shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company.

3. Orders

3.1 The placing of an order following any quotation or other indication of price and delivery shall not be binding on the Company unless and until accepted by the Company in writing or electronic means, or the Company provides the Customer with the Goods.

3.2 The Company may refuse to accept any order placed by the Customer.

3.3 The Customer must ensure that the terms of its order and any Input Material and/or any applicable specifications or requirements are complete and accurate.

3.4 No order of the Customer may be cancelled by the Customer once the order has been accepted by the Company, except with the Company's express agreement and on such terms as the Company may require.

3.5 No order of the Customer may be varied, altered or deferred by the Customer once the order has been accepted by the Company, except with the agreement in writing of the Company and on terms that the Customer must indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of such variation, alteration or deferment and subject to any corresponding adjustment to the Contract price which may be requested by the Company in its discretion.

3.6 The quantity and description of the Goods will be as set out in the Company's written acceptance of the Customer's order.

3.7 If the Company is unable to deliver the Goods, then it may cancel the Customer's order (even if it has been accepted) by written notice to the Customer, and refund to the Customer any payment the Customer has made to the Company for the relevant Goods which will not be supplied.

3.8 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures or otherwise issued by the Company are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and the Goods are not sold by sample.

3.9 The specification for the Goods will be the Company's standard specification, unless varied expressly in the Company's quotation or in the Customer's order whose terms are accepted by the Company.

3.10 The Company has no obligation to accept any variation to the Contract requested by the Customer, whether by addition, substitution or omission (or, without limitation, to the Goods to be supplied under the Contract) and no such request shall be deemed to be accepted in the absence of the Company's written agreement to the variation.

4. Obligations of the Customer

4.1 The Customer must provide the Company with all information, co-operation and support that may be required to enable the Company to carry out its obligations to the Customer.

4.2 If any Goods are to be manufactured, ordered, designed, built, configured, altered, adapted, or subjected to any process by or on behalf of the Company for the Customer, in each case in accordance with any Input Material, specification, or instructions submitted by the Customer, the Customer must hold the Company harmless and fully indemnifies the Company against any and all loss, damage, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by, the Company in settlement of any claim:

(a) for infringement of any Intellectual Property Rights of any other person resulting from the Company's use of any Input Material, specification, or instructions so submitted;

(b) that any Input Material, specification, or instructions so submitted contravenes any applicable safety or other statutory or regulatory requirement; and

(c) that any Goods supplied in accordance with any Input Material, specification, or instructions so submitted are defective, insofar as the defect or alleged defect in the Goods is attributable to the design of the Goods.

5. Price

5.1 Unless otherwise stated, the price quoted will be exclusive of GST which will be charged at the rate which is applicable at the date of dispatch of the Goods.

5.2 Unless otherwise agreed in writing between the Customer and the Company, all prices for the supply of Goods are given by the Company on an ex works basis and the Customer will be liable to pay the Company's charges for transport, packaging and insurance.

5.3 Any waiver or reduction of any price will only be applicable if agreed by the Company in writing.

5.4 If the Customer requests a variation to the Contract, the Company may seek to alter the price to account for the variation by giving notice to the Customer, and the Customer may:

(a) accept the new price and continue with the Contract as varied; or

(b) refuse the new price and withdraw its request for the variation.

5.5 Prices for the Goods, howsoever given, are based on conditions ruling on the date of their giving and are subject to change until confirmed by the Company in its written notification of acceptance of the Customer's order.

5.6 Subject to clause 5.7, the Company reserves the right, by giving notice to the Customer at any time before delivery of the Goods, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, any increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate, accurate or complete information or instructions.

5.7 If the ACL applies, where there is any change in the costs incurred by the Company in relation to the Goods, the Company may seek to vary its price to take account of any such change by notifying the Customer and the Customer may:

(a) accept the new price and continue with the Contract; or

(b) refuse the new price and cancel the Contract insofar as it relates to the subject of the requested variation.

6. Delivery

6.1 The Company will arrange for the delivery of the Goods to the Customer at the Delivery Point.

6.2 The Customer is responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the Goods to the Customer to the point of delivery which it shall pay in addition to and at the same time as the price of the Goods.

6.3 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

6.4 Each instalment shall be a separate Contract. No cancellation or termination of any one Contract relating to an instalment will entitle the Customer to repudiate or cancel any other Contract or instalment.

6.5 The Customer indemnifies the Company against any loss or damage suffered by the Company, its sub-contractors or employees as a result of delivery, except where the Customer is a consumer and the Company has not used due care and skill.

6.6 Any period or date for delivery of Goods stated by the Company is an estimate only and not a contractual commitment.

6.7 The Company will use its reasonable endeavours to deliver the Goods in accordance with the Customer's requirements, but will not be liable for any consequences, loss or damage suffered by the Customer or any third party for failure to meet any estimated date, howsoever caused.

6.8 Unless otherwise agreed in writing by the Company, the Delivery Point will be the Customer's principal place of business.

6.9 The Customer must provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for unloading the Goods.

6.10 If delivery involves difficult access to or at the Delivery Point and/or the Delivery Point is located at an unreasonable distance from any feasible vehicular access point, the Company reserves the right to reasonably levy an extra delivery charge.

6.11 If for any reason the Customer fails to accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, labour, equipment, documents, licences or authorisations, the Company will charge the Customer a reasonable abortive delivery charge and:

(a) risk in the Goods will pass to the Customer (including for loss or damage caused by the Company's negligence);

(b) the Goods shall be deemed to have been delivered; and

(c) the Company may store the Goods until delivery, whereupon the Customer shall be liable for all reasonable related costs and expenses (including, without limitation, storage and insurance); and / or

(d) the Company may sell the Goods at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale of the Goods), charge the Customer for any shortfall below the price for the Goods (which shall remain payable if not already paid).

7. Confidential information and Intellectual Property Rights

7.1 The Customer and the Company agree that in the course of the Company supplying Goods to the Customer, the parties may disclose to each other certain Confidential Information. Each party agrees that it will maintain the confidentiality of the other's Confidential Information and will not disseminate it to any third party without the disclosing party's prior written consent, save that this obligation will not apply to any Confidential Information that it has a duty (whether legal or otherwise) to communicate or that is in the public domain through no fault of the receiving party or was already in the receiving party's possession when disclosed.

7.2 Neither party will use the other's Confidential Information for any purpose other than the discharge of its respective obligations under the Contract.

7.3 The Customer acknowledges the Company's ownership or use under licence of any Intellectual Property Rights in any Output Material and in any Goods supplied to the Customer pursuant to the Contract and agrees not to contest the Company's ownership or use of any such Intellectual Property Rights. Without limitation, the Customer shall not acquire any such Intellectual Property Rights or any licence or grant of rights therein, nor shall the Customer register or attempt or permit to be registered, any such Intellectual Property Rights or any licence or grant of rights therein. The Customer further acknowledges that, without limitation, any and all Intellectual Property Rights developed by the Company in supplying any Goods shall become vested and shall vest in the Company absolutely.

7.4 The Customer assigns to the Company any Intellectual Property Rights in any variation, modification, derivation or improvement to any part of the Company's Intellectual Property that the Customer may create or acquire.

8. Payment

8.1 Subject only to any special terms agreed in writing between the Company and the Customer, the Company shall be entitled to invoice the Customer for the price of the Goods on or before the agreed

date for delivery of the Goods stated in the Company's written acceptance of the Customer's order.

8.2 Subject to clause 8.3 payment must be made in advance of delivery upon submission by the Company of a pro-forma invoice.

8.3 Provided that the Customer has produced references which in the Company's opinion are satisfactory then, subject to clause 8.3, full payment for the Goods must be made within 30 days of the date of the Company's invoice. The Company reserves the right to require payment in full on delivery of the Goods.

8.4 Payment terms may be revoked or amended at the Company's sole discretion immediately upon giving the Customer written notice.

8.5 The time of payment of the price shall be of the essence of the Contract.

8.6 All payments must be made without any deduction, withholding or set-off.

9. Payment Default

9.1 If the Customer defaults in payment by the due date of any amount payable to the Company, then all money which would become payable by the Customer to the Company at a later date on any account becomes immediately due and payable without the requirement of any notice to the Customer, and the Company may, without prejudice to any of its other accrued or contingent rights:

(a) charge interest at the rate of five percent (5%) per annum above National Australia Bank Limited (NAB) base lending rate from time to time calculated on a daily basis (whether before or after any judgment) until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest);

(b) charge the Customer for, and the Customer must indemnify the Company against, all costs and expenses (including without limitation all legal costs and expenses) incurred by the Company in the course of collecting outstanding monies due to the Company from the Customer;

(c) cease or suspend any warranty for the Goods or any other goods supplied by the Company to the Customer, whether or not they have been paid for;

(d) appropriate any payment made by the Customer to such of the Goods supplied by the Company as the Company may think fit;

(e) set off any amount owed by the Company to the Customer against any amount owed by the Customer to the Company on any account whatsoever;

(f) by written notice, terminate the Contract, or suspend or cancel any future delivery of Goods;

(g) cancel any discount (if any) offered to the Customer; and

(h) if the Customer has an approved credit account, withdraw or reduce its credit limit or bring forward its due date for payment without notice.

9.2 Subject to any applicable statutory stay of proceedings, and without prejudice to the Company's other remedies at law, clauses 9.1(c) and 9.1(f) may also be relied upon, at the Customer's option:

(a) where the Customer is a natural person and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or

(b) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, administrator, receiver or manager or similar functionary appointed in respect of its assets, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

9.3 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

10. No Set Off

10.1 The Customer is not entitled to:

(a) withhold payment of any amount payable under the Contract to the Company because of any disputed claim; nor

(b) set-off against any amount payable under the Contract any monies which are not then presently payable by the Company or in relation to which the Company disputes liability.

11. Passing Of Property

11.1 Until the Company receives full payment in cleared funds for all Goods supplied by it to the Customer, as well as all other amounts owing to the Company by the Customer:

(a) title and property in all Goods remain vested in the Company and do not pass to the Customer;

(b) the Customer must hold the Goods as fiduciary bailee and agent for the Company;

(c) the Customer must keep the Goods separate from its goods and maintain the Company's labelling and packaging;

(d) the Customer must hold the proceeds of sale of the Goods on trust for the Company in a separate account with a bank to whom the Customer has not given security however failure to do so will not affect the Customer's obligation as trustee;

(e) in addition to its rights under the PPSA, the Company may, without notice, enter any premises where it suspects the Goods are and remove them, notwithstanding that they may have been attached to other goods not the property of the Company, and for this purpose the Customer irrevocably licenses

the Company to enter such premises and also indemnifies the Company from and against all costs, claims, demands or actions by any party arising from such action.

11.2 The Company will exercise its right of entry (including the use and extent of force) in accordance with applicable laws.

11.3 The Company will own any Altered Goods jointly with the owners of other products which have been incorporated into the Goods until payment due under all accounts between the Company and the Customer has been made in full.

11.4 The Company will be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

11.5 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this clause 11 shall remain in effect.

12. Personal Property Securities Act

12.1 Notwithstanding anything to the contrary contained in these Conditions, the PPSA applies to these Conditions.

12.2 For the purposes of the PPSA:

(a) terms used in clause 12 that are defined in the PPSA have the same meaning as in the PPSA;

(b) these Conditions are a security agreement and the Company has a Purchase Money Security Interest in all present and future goods supplied by the Company to the Customer and the proceeds of the Goods;

(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

(d) the Customer must do whatever is necessary in order to give a valid security interest over the Goods which is able to be registered by the Company on the Personal Property Securities Register.

12.3 The security interest arising under this clause 12 attaches to the Goods when the Goods are collected or dispatched from the Company's premises and not at any later time.

12.4 Where permitted by the PPSA, the Customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95 (removal of accession), 118 (enforcement of security interests in accordance with land law decisions), 121(4) (enforcement of security interests in liquid assets), 130 (disposal of collateral), 132(3)(d) (amounts paid to other secured parties), 132(4) (statement of account in respect of seized collateral), 135 (retention of collateral) and 157 (notice to grantors) of the PPSA.

12.5 The Company and the Customer contract out of and nothing in the provisions of sections 96 (retention of accession), 125 (disposal or retention of collateral), 129 (disposal by purchase), 142 (redemption of collateral) and 143 (reinstatement of security agreement) of the PPSA will apply to these Conditions.

12.6 To the extent permitted by the PPSA, the Customer agrees that:

(a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Customer or which place obligations on the Company will apply only to the extent that they are mandatory or the Company agrees to their application in writing; and

(b) where the Company has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

12.7 The Customer must immediately upon the Company's request:

(a) do all things and execute all documents necessary to give effect to the security interest created under this Contract; and

(b) procure from any person considered by the Company to be relevant to its security position such agreements and waivers (including as equivalent to those above) as the Company may at any time require.

12.8 The Company may allocate amounts received from the Customer in any manner the Company determines, including in any manner required to preserve any Purchase Money Security Interest it has in Goods supplied by the Company.

12.9 For the purposes of section 275(6) (response to request for information) of the PPSA, the parties agree and undertake that these Conditions and any information pertaining to the sale of Goods and details of the Goods shall be kept confidential at all times. Neither party may disclose any information pertaining to these Conditions or the sale of the Goods, except as otherwise required by law or that is already in the public domain.

13. Force Majeure

13.1 Subject to clause 13.3, neither the Company nor the Customer is liable in any way howsoever arising under the Contract to the extent that it is prevented from acting by events beyond its reasonable control including, without limitation, industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts or threats of terrorism or war (**Force Majeure Event**). If a Force Majeure Event occurs, the Company may suspend or terminate the Contract by written notice to the Customer.

13.2 The Company reserves the right to defer the date of delivery of the Goods, or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from, or delayed in, the carrying on of its business (wholly or in part) due to a Force Majeure Event.

13.3 Nothing in clause 13 is to be construed as operating to excuse the Customer from any obligation to pay the Company money.

14. Liability

14.1 Except as these Conditions specifically state, or as contained in any express warranty provided in relation to the Goods, the Contract does not include by implication any other term, condition or warranty in respect of the quality, merchantability,

acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or any contractual remedy for their failure.

14.2 If the Customer is a consumer nothing in these Conditions restricts, limits or modifies the Customer's rights or remedies against the Customer for failure of a statutory guarantee under the ACL.

14.3 If the Customer on-supplies the Goods to a consumer and:

(a) the Goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) (limitation of liability of manufacturer to seller in certain circumstances) of the ACL is the absolute limit of the Company's liability to the Customer;

(b) the Goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, payment of any amount required under section 274 (indemnification of suppliers by manufacturers) of the ACL is the absolute limit of the Company's liability to the Customer;

howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with the Goods by the Customer or any third party.

14.4 If clause 14.2 or 14.3 do not apply then, other than as stated in the Conditions or any written warranty statement, the Company is not liable to the Customer in any way arising under or in connection with the sale, installation, use of, storage or any other dealings with the Goods by the Customer or any third party.

14.5 The Company is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.

14.6 Subject to clause 14.7, if the Customer has made it expressly known to the Company in the Customer's order that the Goods shall be suitable for a particular purpose and the Company has expressly stated in its written acceptance of the Customer's order that it will supply Goods suitable for that purpose, then the Goods shall be reasonably fit for the purpose so stated.

14.7 To the maximum extent permitted at law, the Company's liability pursuant to clause 14.6 is limited to the replacement of any part of the Goods found to be defective and notified to the Company within a reasonable time from the delivery of the Goods except where:

(a) the Customer makes any further use of any Goods which the Customer has alleged to be defective after giving notice of any such defect;

(b) the Customer modifies, alters or repairs the Goods without the prior written consent of the Company;

(c) the defect arises because the Customer failed to follow any oral or written instructions as to the storage, use or maintenance of the Goods or (if there are none) good trade practice;

(d) the defect arises from any Input Material, specification, or instructions supplied by the Customer, or from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse of the Goods or from any other cause which is not due to the neglect or default of the Company;

(e) the full price for the Goods has not been paid by the time for payment; or

(f) the defect is of a type specifically excluded by the Company by notice in writing.

14.8 If, upon investigation, the Company reasonably determines that any defect or deficiency in, or malfunction or shortage or failure to correspond to specification of the Goods is a result of, or is excused by, any of the matters referred to in clause 14.7, the Customer shall be liable for all costs reasonably incurred by the Company in investigating the same and determining the cause.

14.9 The Customer acknowledges that it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by the Customer in relation to the Goods or their use or application.

14.10 Nothing in the Conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

14.11 To the maximum extent permitted at law, the Customer must hold the Company harmless and keep the Company fully and promptly indemnified against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with any claim made by or against the Company in respect of any liability, loss, damage, injury, cost or expense whatsoever, howsoever and to whomsoever occurring, to the extent that such liability, loss, damage, injury, cost or expense arises directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Customer in writing.

15. Changes to the Goods

15.1 The Company reserves the right, upon providing reasonable notice to the Customer, to make any changes in the specification of the Goods which are

required to conform to any applicable safety or other statutory or regulatory requirements or which, in the reasonable opinion of the Company, do not materially affect the specification of the Goods.

16. Termination

16.1 The Company may terminate the Contract by written notice to the Customer if:

(a) the Customer commits a continuing or material breach of the provisions of the Contract and, if the breach is capable of remedy; fails to remedy it within 14 days of receiving written notice of the breach, or

(b) subject to any applicable statutory stay of proceedings:

(i) where the Customer is a natural person and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or

(ii) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, administrator, receiver or manager or similar functionary appointed in respect of its assets, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

16.2 The right to terminate the Contract given by this clause 16 shall not prejudice any other right or remedy of the Company against the Customer in respect of the breach concerned, or any other breach.

16.3 Upon termination of the Contract all obligations of the Company thereunder shall cease.

17. General

17.1 No forbearance or indulgence granted by the Company to the Customer shall in any way limit the rights of the Company under these Conditions.

Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business.

17.2 Neither the Company nor the Customer intends that any term of the Contract shall be enforceable by any person that is not a party to it.

17.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

17.4 The Company shall be entitled at its discretion to perform any of the obligations assumed by it and to exercise any of its rights granted to it under the Contract through any other company or subsidiary.

17.5 The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties.

17.6 The parties will attempt to resolve any dispute involving the interpretation, performance or no-performance, or enforceability of these Conditions by prompt good faith negotiations and, if such negotiations fail, will consider alternative dispute resolution procedures before resorting to litigation.

17.7 Any arbitrator or mediator appointed due to a dispute arising under or in connection with the Contract, shall be appointed by agreement or (in default) nominated on the application by either party to the President for the time being of the Law Society whose decision as to the type, qualifications and experience of such arbitrator or mediator shall be final and binding on the parties. The costs of the arbitrator or mediator shall be borne by the parties as he directs and his decision on the issue in dispute shall be final.

17.8 The law of New South Wales from time to time governs the Conditions. The parties agree to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia, and of courts entitled to hear appeals from those Court.