

TERMS OF TRADE – SCAFFOLDING WORK FOR COMMERCIAL CUSTOMERS

1. General

- 1.1. These Terms of Trade apply to all transactions between the Customer and Ezy Access Hire Australia Pty Limited ("the Supplier") relating to the provision of Goods and/or Services, including all quotations, contracts and variations.
- 1.2. These Terms of Trade take precedence over Terms of Trade contained in any document of the Customer or elsewhere.
- 1.3. The variation or waiver of a provision of this agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.
- 1.4. Either party may amend its relevant details in a Quote, by notice in writing to the other party.
- 1.5. The Supplier may amend any details in a Quote by notice in writing to the Customer. Such amended details shall supersede any relevant prior detail in dealings between the parties thereafter.

2. Quotes

- 2.1. The Supplier may provide the Customer with a Quote containing a description of the Goods and/or Services required to be provided to fulfil the Customer's Order, an estimate of the Supplier's charges for the performance of the required work and an estimate of the time frame for the performance of the work. Any Quote issued by the Supplier will be valid for a period of thirty (30) days from the date of issue.
- 2.2. Unless otherwise expressly agreed in writing, a quote does not include delivery and/or installation of the Goods.
- 2.3. Quotes are based upon the cost of materials available at the time of preparation of the Quote and assume the timely supply by the Customer to the Supplier of all relevant information and instructions requested by the Supplier at the time of preparation. The Supplier reserves the right to amend the Quote if it is later found that the information or instructions provided by the Customer was lacking in either content or quality.
- 2.4. Following provision of a Quote to the Customer, the Supplier is not obliged to commence work until the Quote has been accepted by the Customer by completing and signing the Quote form and returning the form to the Supplier. By signing and returning the Quote form to the Supplier, the Customer acknowledges that they have read and understood the provisions of these Terms of Trade and agree to those provisions.
- 2.5. The Supplier reserves the right to amend any Quote before the Order has been completed to take into account any rise or fall in the cost of completing the Order and the Supplier will notify the Customer of such amendment as soon as practicable thereafter. Upon the Supplier giving the Customer notification of such amendment, such amended Quote will be the estimate or Quote for the purposes of these Terms of Trade.
- 2.6. An indication in a Quote of the time frame for the provision of the Goods and/or Services is an estimate only and is not binding upon the Supplier.

3. Orders

- 3.1. Every Order by the Customer for the provision of Goods and/or Services must be submitted in writing on the Supplier's standard Order form (unless otherwise agreed).
- 3.2. An Order will not be deemed by the Supplier to have been placed by the Customer unless the Order clearly identifies the Goods and/or Services ordered and the Supplier's Quote. Any costs incurred by the Supplier in reliance on incorrect or inadequate information may result in the imposition of an Additional Charge.
- 3.3. Orders must be signed by an authorised representative of the Customer and must specify the required date of delivery. Any person who places an Order warrants that he/she is the duly authorised agent of the Customer for the purpose of placing the Order.
- 3.4. Placement of an Order by the Customer signifies acceptance by the Customer of these Terms of Trade and the most recent Quote.
- 3.5. At the Supplier's sole discretion, a deposit may be required from the Customer at the time of placing an Order. The deposit amount or percentage of the price will be stipulated at the time the Order is made and shall become immediately due and payable.
- 3.6. The Supplier may in its absolute discretion refuse to provide Goods and/or Services where:
 - (a) Goods are unavailable for any reason whatsoever;
 - (b) credit limits cannot be agreed upon or have been exceeded; or
 - (c) the Customer has not paid the deposit requested by the Supplier; or
 - (d) payment for Goods and/or Services previously provided to the Customer or any related corporation of the Customer or to any other party who is, in the reasonable opinion of the Supplier, associated with the Customer under the same or another supply contract, has not been received by the Supplier.

4. Cancellation

An Order cannot be cancelled unless the prior written consent of the Supplier is obtained. To the extent permitted by law, the Supplier may require, as a condition of its consent, that the Customer pay reasonable charges for such cancellation. Where an Order is cancelled, the Customer indemnifies the Supplier against any Losses incurred by the Supplier as a result of the cancellation including, but not limited to, loss of profit from other Orders foregone as a result of the scheduling of the Order which is subsequently cancelled.

5. Functionality and Performance

All information, specifications, materials and equipment provided by the Supplier in relation to the Goods and/or Services will be approximations only and small deviations or slight variations from them which do not substantially affect the Customer's use of the Goods and/or Services will not entitle the Customer either to reject the Goods upon delivery, or to make any claim in respect of them.

6. Variations

- 6.1. The Customer may request that its Order be varied by providing such a request in writing to the Supplier. A request for a variation must be agreed to in writing by the Supplier in order to have effect.
- 6.2. If the Customer wishes to vary its requirements after a Quote has been prepared or after the placement of an Order, the Supplier reserves the right to vary the Quote to include any Additional Charge in respect of any extra costs incurred or additional work carried out due to the variation, in accordance with its then current charge rates. A revised Quote issued by the Supplier in respect of the requested variation supersedes the original Quote. If the revised Quote only specifies additional work, the Quote for that additional work will be in addition to the immediately preceding Quote for the Goods and/or Services.
- 6.3. Payment for all variations must be made in full at their time of completion.
- 6.4. The Supplier has an automatic extension of time for the provision of the Goods and/or Services equal to the delay caused by the variation.

7. Additional Charges

- 7.1. The Supplier may require the Customer to pay Additional Charges in respect of Costs incurred by the Supplier as a result of reliance on inadequate or incorrect information or material provided by the Customer or information or material supplied later than required by the Supplier in order for it to provide the Goods and/or Services within the specified time frame (if any);
- 7.2. The imposition of Additional Charges may also occur as a result of cancellation by the Customer of an Order where such cancellation results in Loss to the Supplier, photocopying, long distant telephone calls, couriers, packing and handling, Government or Council taxes or charges, additional work required by the Customer and/or any other occurrence which causes the Supplier to incur costs in respect of the Customer's Order additional to the quoted cost.

8. Delivery

Any obligation of the Supplier to supply Goods and/or Services is subject to its ability to secure labour, materials and other services for the manufacture and Supply of the Goods and/or Services. The Supplier shall not be liable in any way for failure to deliver the Goods and/or supply the Services in accordance with the delivery schedule agreed by the Supplier and the Customer and the Customer may not reject the Goods and/or Services on account of such failure to deliver within the stated time.

9. Acceptance of Goods and/or Services

- 9.1. The Customer shall within five (5) working days of delivery notify the seller in writing of any alleged defect, shortage in quantity, damage or failure to comply with the description or Quote. If the Customer fails to comply with this provision, the Goods and/or Services shall be conclusively presumed to be in accordance with these Terms of Trade and free from any defect or damage.
- 9.2. In the event that the Customer provides the Supplier with a notice as described in clause 9.1 above, the Customer must afford the Supplier an opportunity to inspect the Goods and/or Services within a reasonable time following delivery. The Supplier will not be liable for Goods which have not been stored in a proper manner or used other than in accordance with the purpose for which they were designed.
- 9.3. For defective Goods and/or Services which the Supplier has agreed in writing that the Customer is entitled to reject, the Supplier's liability is limited to either re-supplying or repairing the defective Goods and/or Services only provided that the Customer has complied with clause 9.1. Nothing in these Terms of Trade requires the Supplier to re-supply the entire Goods and/or Services of the entire Quote.

10. Invoicing and Payment

- 10.1. The Supplier may in its absolute discretion, issue an invoice or invoices to the Customer in any one or more of the following ways:
- prior to commencing the provision of the Goods and/or Services, for an amount equal to, or in part payment of, the Quote and Additional Charges where the Supplier has not previously carried out work for the Customer or where the Supplier chooses to do so;
 - at the discretion of the Supplier, at the end of each fortnight before the Order is completed, the Supplier may issue one or more invoices for a proportion or the whole of the amount of the Quote (the proportion to be calculated at the Supplier's discretion either for work done to that point, work in the future or both) and require that proportion of the Quote be paid in advance of any further Goods and/or Services being provided; or
 - prior to the completion of the Order, the Supplier may issue one or more invoices for a proportion or the whole of the amount of the Quote (the proportion to be calculated at the Supplier's discretion either for work done to that point, work in the future or both) and require that proportion of the Quote be paid in advance of completion of the provision of the Goods and/or Services; or
 - upon completion of the provision of the Goods and/or Services or any time thereafter, for an amount equal to the Quote or the balance of the Quote outstanding, any Additional Charges and any amount not previously invoiced, or if no Quote was provided, for an amount representing the Supplier's charge for the work performed in completing the Order and for any Additional Charges.
- 10.2. The amount payable in an invoice will be as per the Quote and any Additional Charges.
- 10.3. The Customer must pay the Supplier upon the Supplier's issuing of an invoice to the Customer. Payment may be made via cash, credit card, personal or bank cheque or direct credit into the Supplier's nominated bank account or any other method as agreed between the Supplier and the Customer at the time the Order is placed.
- 10.4. If any invoice is due but unpaid within 7 days of the invoice being issued to the Customer, the Supplier may, in its complete discretion:
- withhold the delivery of the Order or the provision of any further Goods and/or Services; or
 - exercise its right of termination pursuant to Clauses 16 and 17 of these Terms of Trade;
- until overdue amounts are paid in full.
- 10.5. The Supplier may in its complete discretion apply any payment received from the Customer to any amount owing by the Customer to the Supplier.
- 10.6. The Customer is not entitled to retain any money owing to the Supplier notwithstanding any default or alleged default by the Supplier of these Terms of Trade, including (but not limited to) the supply of allegedly faulty or defective Goods, provision of Services to an inadequate standard or a delay in the provision of Goods and/or Services.
- 10.7. The Customer is to pay the Supplier on demand interest at the rate of 15% *per annum* compounded and calculated daily on all overdue amounts owed by the Customer to the Supplier. Where there is in place a Guarantor arrangement as outlined in clause 12 of these Terms of Trade, the applicable rate of interest will be reduced to 7.5% *per annum*.
- 10.8. If any account remains unpaid at the end of the second month after supply of the Goods and/or Services an immediate amount of the greater of \$500.00 or 10% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable. The Customer agrees that this administration fee is reasonable having regard to the administrative costs incurred by the Supplier for the delay in the Customer's payment.
- 10.9. All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees and internal costs and expenses of the Supplier, are to be paid by the Customer as a debt due and payable under the Terms of Trade.
- 10.10. The Customer and the Supplier agree to comply with their obligations in relation to Goods and Services Tax ("GST") under the *A New Tax System (Goods and Services Tax) Act 1999* and any other applicable legislation governing GST. Notwithstanding any other clause of these Terms of Trade of Sale, if any supply by the Supplier is subject to GST, the Customer must, unless the price of the Quote expressly states that GST is included, pay an additional amount to the Supplier equal to the price payable by the Customer for the Goods and/or Services multiplied by the prevailing GST rate. Payment is to be made at the same time and in the same manner as the price for the Order to which the additional amount relates.

11. Passing of Risk

- 11.1. Risk in the Goods and/or Services passes to the Customer immediately on completion by the Supplier.
- 11.2. Any completed Goods and/or Services that are subsequently damaged by the Customer or any third party will incur an additional cost of \$55.00 per hour (exclusive of GST) to correct.

12. Guarantee

- 12.1. In consideration of the Supplier entering into this Agreement, the Guarantor/s unconditionally guarantee to the Supplier under these Terms of Trade that the Customer will perform all of the obligations imposed upon the Customer under this Agreement to the satisfaction of the Supplier.
- 12.2. If the whole or any part of the monies owing to the Supplier under this Agreement is not recoverable by the Supplier for any reason whatever, then:
- the Guarantor/s as a separate and severable liability under this Guarantee unconditionally and irrevocably indemnifies the Customer in respect of the monies owing to the Supplier under this Agreement;
 - as a principal debtor, the Guarantor agrees to pay the Supplier, on demand in writing, a sum equal to the amount of the monies owing to the Supplier under this Agreement; and
 - for the purposes of this indemnity, this clause must be construed as if the monies owing to the Supplier were recoverable and the terms of this Guarantee apply as far as possible to this indemnity.
- 12.3. The Guarantor must pay interest to the Supplier on any monies payable to the Supplier under this Terms of Trade that is not paid when due, from the day on which it falls due. Interest on the unpaid amount accrues each day at the rate of 10% *per annum* both before and (as a separate, independent obligation) after any judgment.
- 12.4. This Guarantee:
- is a principal obligation and is not ancillary or collateral to any other right or obligation however arising;
 - may be enforced against the Guarantor without the Supplier first being required to enforce any remedy it may have against the Customer or to enforce any security it may hold against the Customer;
 - is a continuing guarantee and indemnity for the whole of any monies owing to the Supplier under this Agreement; and
 - is absolute, unconditional and irrevocable, and remains in full force and effect until the monies owing to the Supplier have been irrevocably paid in full despite any transaction or other thing (including a settlement of account or intervening payment) or until the termination of this Agreement.
- 12.5. Where this Guarantee is given by more than one person, the obligations on the part of the Guarantors contained in these Terms of Trade take effect as joint and several obligations and references to the Guarantor take effect as references to those persons or a group or any of them individually. None of the Guarantor persons will be released from liability under these Terms of Trade by reason of any other Guarantor not executing these Terms of Trade, or these Terms of Trade ceasing to be binding as a continued security on any other Guarantor, and the release by the Supplier of any Guarantor from these Terms of Trade will not affect the liability of the other Guarantors.

13. Security

- 13.1. Where there is a Guarantor, the Guarantor assumes personal liability for all money outstanding to the supplier. Such liability is joint and several with the Customer.
- 13.2. Where the Customer and/or Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and the Guarantor agree to mortgage and/or charge all of their joint and several interest in the said land, realty or any other asset to the Supplier or the Supplier's nominee to secure all amounts and other monetary obligations payable under these Terms of Trade.
- 13.3. The Customer and the Guarantor acknowledge and agree that the Supplier or the Supplier's nominee shall be entitled to lodge where appropriate, a caveat over such land, realty or other asset and such caveat shall be released only once all payments and other monetary obligations payable under these Terms of Trade have been met.
- 13.4. Should the Supplier elect to proceed in any manner in accordance with this clause, the Customers and the Guarantor shall indemnify the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis.
- 13.5. To give effect to the provisions of clause 13.2 and 13.3, the Customer and the Guarantor hereby irrevocably nominate and appoint the Supplier or the Supplier's nominee as the Customer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registerable or not) in respect of any land, realty or asset held by the Customer or the Guarantor and further to do and perform all necessary and other acts including instituting any necessary legal proceedings and to execute all or any documents in the Supplier's absolute discretion which may be necessary to give effect to this clause.

14. Intellectual Property Rights

- 14.1. The Customer warrants that it owns all Intellectual Property Rights pertaining to its Order for Goods and/or Services or has a licence to authorise the Supplier to reproduce all artistic and literary works supplied by the Customer to the Supplier for the purposes of the Order, and the Customer expressly authorises the Supplier to reproduce all and any of such works for the purposes contemplated by these Terms of Trade. Further, the Customer indemnifies and agrees to keep indemnified the Supplier against all Losses incurred

by the Supplier in relation to or in any way directly or indirectly connected with any breach of copyright or any other Intellectual Property Rights in relation to such literary and artistic works supplied.

14.2. Unless specifically agreed in writing between, all intellectual property rights in any and all works created by the Supplier on behalf of the Customer vest in and remain the property of the Supplier.

15. Agency and Assignment

15.1. The Customer agrees that the Supplier may at any time appoint or engage an agent to perform an obligation of the Supplier arising out of or pursuant to these Terms of Trade.

15.2. The Supplier shall have the right to assign and transfer to any person or company all or any of its title, estate, interest, benefit, rights, duties and obligations arising in, under or from these Terms of Trade provided that the assignee agrees to assume any duties and obligations of the Supplier so assigned and transferred.

15.3. The Customer is not to assign, or purport to assign, any of its obligations or rights under these Terms of Trade without the prior written consent of the Supplier.

16. Default by Customer

16.1. Each of the following occurrences constitutes an event of default:

- (a) the Customer breaches or is alleged to have breached these Terms of Trade for any reason (including, but not limited to, defaulting on any payment due under these Terms of Trade);
- (b) the Customer, being a natural person, commits an act of bankruptcy;
- (c) the Customer, being a corporation, is subject to:
 - (i) a petition being presented, an order being made or a meeting being called to consider a resolution for the Customer to be wound up, deregistered or dissolved;
 - (ii) a receiver, receiver and manager or an administrator under Part 5.3A of the *Corporations Act 2001* being appointed to all or any part of the Customer's property and undertaking;
 - (iii) the entering of a scheme of arrangement (other than for the purpose of restructuring); or
- (d) the Customer purports to assign its rights under these Terms of Trade without the Supplier's written consent;
- (e) any assignment for the benefit of creditors; or
- (f) the Customer ceases or threatens to cease conduct of its business in the normal manner.

16.2. Where an event of default occurs, except where payment in full has been received by the Supplier, the Supplier may:

- (a) refuse to deliver Goods or provide further Services;
- (b) pursuant to Clause 10, repossess and re-sell any Goods delivered to the Customer, the payment for which has not been received; or
- (c) retain (where applicable) all moneys paid on account of Goods and/or Services or otherwise.

16.3. In addition to any action permitted to be taken by the Supplier under clause 13.2 above, upon the occurrence of an event of default:

- (a) all invoices will become immediately due and payable; and
- (b) the Supplier may terminate all contracts and credit arrangements (if any) with the Customer.

17. Termination

17.1. In addition to the express rights of termination provided in these Terms of Trade, the Supplier may terminate the agreement between the parties upon the occurrence of any of the following:

- (a) an event of default pursuant to clause 15 (without notice required); or
- (b) in any other circumstances, upon giving the Customer written notice of such termination prior to the delivery of the Goods and/or Services the subject of which form the basis of the Order..

18. Privacy

18.1. The Customer and the Guarantor (if any) acknowledge and consent to the Supplier obtaining a credit report containing personal credit information about the Customer and/or Guarantor in relation to any credit provided by the Supplier.

18.2. The Customer and the Guarantor agree that the Supplier may exchange information relating to the Customer and/or the Guarantor with credit reporting agencies or other credit providers for the following purposes:

- (a) to assess a Customer's application for credit;
- (b) to notify other credit providers of a Customer's default;
- (c) to exchange information with other credit providers as to the status of the Customer's credit account with the Supplier where the Customer is in default with other credit providers; and
- (d) to assess the credit worthiness of Customers and/or Guarantors.

18.3. The Customer consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit.

18.4. The Customer agrees that Personal Data provided may be used and retained by the Supplier for the following purposes:

- (a) provision of Goods and/or Services;
- (b) marketing of Goods and/or Services by the Supplier, its agents or distributors in relation to the Goods and/or Services;
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods and/or services;
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customers; and
- (e) enabling the daily operation of Customers' accounts and/or the collection of amounts outstanding in a Customer's accounts in relation to Goods and/or Services.

18.5. The Supplier may give information about the Customer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Customer; and/or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

19. Exclusions and Limitation of Liability

19.1. All express or implied terms, conditions, warranties, statements, assurances and representations in relation to the Services are hereby excluded, except for:

- (a) these Terms of Trade;
- (b) the conditions and warranties mandatorily implied under state legislation and the provisions of the *Trade Practices Act 1974*; and
- (c) any Terms of Trade additional to this agreement to which the Supplier agrees in writing.

19.2. Except as provided in these Terms of Trade, to the maximum extent permitted by law, the Supplier will not be liable for any Loss, including damage to any property as a result of being relocated by the Supplier to enable the Supplier to re-supply Goods and/or Services, whether arising in contract, tort or otherwise, sustained by the Customer in connection with the provision of Goods and/or Services. Such Loss may include, but is not limited to, loss or damage caused by the negligence or wilful act or default of the Supplier, its servants or agents, whether consequential or otherwise and whether or not such Loss is reasonably foreseeable.

19.3. Any liability of the Supplier is limited to the extent permitted by law to one or more of the following as determined by the Supplier in its absolute discretion:

- (a) with respect to the supply of Goods, the replacement or repair of the Goods or the supply of equivalent Goods, the payment of the cost of replacing the Goods or of acquiring equivalent Goods or the payment of the cost of having the Goods repaired;
- (b) with respect to the supply of Services, the re-supply of the Services or payment of the cost of having the Services re-supplied;
- (c) but to the extent limited by law, the Supplier is not liable for the costs of transport, site preparation, rectification of immediately surrounding areas, or incidental services.

19.4. Any advice, recommendation, information, assistance or service given by the Supplier in relation to Goods and/or Services is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty or accuracy, appropriateness or reliability. The Supplier does not accept any liability or responsibility for any Loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance or service.

20. Indemnity

20.1. The Customer agrees to indemnify and keep indemnified the Supplier, its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Customer) against the Supplier or, for which the Supplier is liable, in connection with any Loss arising from or incidental to the provision of Goods and/or Services or the subject matter of this agreement including, but not limited to any legal costs incurred by the Supplier in relation to meeting any claim or demand or any party/party legal costs for which the Supplier is liable in connection with any such claim or demand.

20.2. This provision will remain in force after the termination of this agreement

21. Force Majeure

21.1. Should circumstances beyond the Supplier's control prevent or hinder its provision of the Goods and/or Services, the Supplier will be free from any obligation to provide the Goods and/or Services while such circumstances continue.

- 21.2. For as long as the circumstances beyond the Supplier's control exist, the Supplier may elect to terminate this agreement or keep the agreement on foot until such circumstances have ceased.
- 21.3. "Circumstances beyond the Supplier's control" include (but are not limited to) illness or injury to the Supplier's personnel (including subcontractors) or their immediate family, unavailability of materials or components, strikes, lockouts, crimes, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.
- 22. Governing Jurisdiction**
- 22.1. These Terms of Trade are governed by the laws of the state where the Suppliers registered office is situated and each party irrevocably submits to the non-exclusive jurisdiction of the courts of such state.
- 22.2. In the event of a dispute or claim for unpaid Goods and/or Services, the Supplier may, in its absolute discretion, apply the provisions of the *Building and Construction Industry Security of Payments Act 1999*.
- 22.3. Nothing in these Terms of Trade is intended to have the effect of contracting out of any applicable provisions of the *Building and Construction Industry Security of Payments Act 1999*, the *Home Building Act 1989 (NSW)*, the *Trade Practices Act 1974* or the *Fair Trading Acts* in each of the States and Territories of Australia, except to the extent permitted by those Acts.
- 23. Whole Agreement**
- 23.1. These Terms of Trade and any Quotes and written variations agreed to in writing by the Supplier represent the whole agreement between the parties relating to the subject matter of these terms.
- 23.2. These Terms of Trade supersede all oral and written negotiations and communications by and on behalf of either of the parties.
- 23.3. In entering into this agreement, the Customer has not relied on any warranty, representation or statement, whether oral or written, made by the Supplier or any of its employees or agents relating to or in connection with the subject matter of this agreement.
- 24. Void, Voidable or Unenforceable Provisions**
- If any provision of this agreement at any time is or becomes void, voidable or unenforceable, the remaining provisions of this agreement will continue to have full force and effect.
- 25. No Waiver**
- A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 26. Notices**
- 26.1. A notice or other communication required or permitted to be given by one party to another must be in writing to the address shown on a Quote (or as varied pursuant to this clause) and delivered personally, sent by pre-paid mail to the address of the addressee specified in the relevant Quote; sent by facsimile transmission to the facsimile number of the addressee specified in the relevant Quote, with acknowledgment of receipt from the facsimile machine of the addressee or sent by e-mail to the e-mail address of the addressee specified in the relevant Quote with acknowledgement of delivery.
- 26.2. A notice or other communication is taken to have been given (unless otherwise proved) if mailed, on the second Business Day after posting; or if sent by facsimile or e-mail before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- 26.3. A party may only change its postal or email address or fax number for service by giving notice of that change in writing to the other party.
- 26.4. Where the Customer is an incorporated company, the Customer is required to provide the Supplier the address of its registered office in addition to the address of its principal place of business.
- 27. Interpretation**
- 27.1. In these Terms of Trade:
- (a) **Additional Charge(s)** shall mean those detailed in clause 7.
 - (b) **Business Day** means a day that is not a Saturday, Sunday or public holiday in the state where the Services are principally being carried out and Goods provided.
 - (c) **Customer** means a person or entity entering into an agreement for the supply of Goods and/or Services by the Supplier and includes the Customer's agents and permitted assigns.
 - (d) **Goods** means any goods supplied by the Supplier including those supplied in the course of providing the Services.
 - (e) **Intellectual Property Rights** means intellectual property rights at any time protected by statute or common law, including copyright, trade marks, patents and registered designs.
 - (f) **Loss** includes, but is not limited to, costs (including, but not limited to, party / party legal costs and the Supplier's legal costs), expenses, lost profits, awards of damages against the Supplier to third parties, claims of third parties settled by the Supplier (on commercial terms or otherwise), personal injury, economic loss and property damage.
 - (g) **Order** means a purchase order for Goods and/or Services placed by a Customer in accordance with clause 3 and as varied in writing from time to time by the parties.
 - (h) **Quote** has the meaning given by clause 2 of this agreement
 - (i) **Services** means the services to be provided by the Supplier to the Customer in accordance with a Quote and these Terms of Trade
 - (j) **Supplier** means the entity specified as the supplier of Goods and/or Services on the Quote and includes the Supplier's agents and permitted assigns.
- 27.2. In these Terms of Trade, unless the context otherwise requires:
- (a) a reference to writing includes email and other communication established through the Supplier's website (if any);
 - (b) the singular includes the plural and vice versa;
 - (c) a reference to a clause is a reference to a clause of these Terms of Trade;
 - (d) a reference to a party to these Terms of Trade or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
 - (e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
 - (f) headings are for ease of reference only and do not affect the meaning or interpretation of these Terms of Trade;
 - (g) if the date on which any act, matter or thing is to be done falls on a day which is not a Business Day, that act, matter or thing:
 - (i) if it involves a payment other than a payment which is due on demand must be done on the preceding Business Day; and
 - (ii) in all other cases, must be done on the next Business Day.