TERMS AND CONDITIONS OF TRADE

(TERMS OF ENGAGEMENT)

1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

"Authority to Proceed"	means an authority to proceed, which is included in the Quote, signed by the Customer.
"Business Day"	means a day (other than a Saturday, Sunday or public holiday) when banks are open for business.
"Conditions"	means the terms and conditions set out in this document.
"Customer"	means the person, partnership, entity, or firm who purchases the Goods from Shotton Lifts.
"Force Majeure Event"	means has the meaning given in clause 14.
"Goods"	means the goods (or any part of them) set out in the Order.
"Items"	means goods not manufactured by Shotton Lifts.
"Normal Hours"	means 8am to 4.30pm Monday to Thursday and 7am to 1pm Friday excluding statutory or award public holidays.
"Order"	means any order for goods made under the Contract.
"Price"	means the price payable for the Goods, details of which are set out in the Quote.
"Purchase Order"	means any purchase order raised by Customer in respect of the Goods.
"Quote"	means the formal written quotation provided by Shotton Lifts to the Customer.
"Specification"	means any specification for the Goods, including any related plans and drawings.
"Shotton Lifts"	means The Shotton Group Pty Ltd (ABN: 14 005 550 747) and its related entities, being Shotton Lifts Pty Ltd (ABN: 23 639 084 674), Shotton Lifts QLD Pty Ltd (ABN: 26 629 387 373) & Shotton Lifts NSW Pty Ltd (ABN: 51 660 293 818).

2. BASIS OF CONTRACT

2.1 The Quote constitutes an offer by Shotton Lifts to supply or manufacture and / or install and/or service the Goods in accordance with a Specification. Customer is responsible for ensuring that the terms of the Quote and any attached Specification are complete and accurate.

2.2 Any Specification attached to a Quote must have been approved and signed by Shotton Lifts and the Customer.

2.3 Shotton Lifts make no representations that they are a builder or that they are suitably trained to offer building advice. The Customer is responsible for seeking advice relating to building specifications for the lift loads, lift shaft, access and all related building and engineering codes and legislation.

2.4 The Quote is deemed to be accepted when either:

(a) Shotton Lifts receives an Authority to Proceed from the Customer;

(b) The Customer gives Shotton Lifts written confirmation that it accepts the Quote and gives instructions to Shotton Lifts to proceed; or

(c) the deposit payment is received into Shotton Lifts' nominated Bank account. At that point the Contract is formed.

(the **Acceptance**)

2.5 The Contract is constituted by the Quote, the Acceptance, these Conditions, and any further documents which the parties agree form part of the Contract.

2.6 In the event of any inconsistency between these Conditions and the Quote, the Quote prevails to the extent of the inconsistency.

2.7 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of Shotton Lifts which is not set out in the Contract.

2.8 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. For the avoidance of doubt, pre-printed terms and conditions on any Purchase Order from the Customer will not apply to the Contract, unless agreed by Shotton Lifts in writing.

2.9 Any representation, warranty, condition, promise, undertaking or other provision not expressly set out in these Conditions is excluded and of no force or effect, unless the law requires that it must not be excluded, or other terms are agreed in writing by Shotton Lifts and its customer. The balance of these Conditions will remain valid where not covered by any newly accepted agreement.

2.10 Any samples, drawings, descriptive matter, or advertising produced by Shotton Lifts and any illustrations contained in Shotton Lifts brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of the Contract or have any contractual force.

2.11 Any discussions, informal quotations or proposals for the Goods given by Shotton Lifts does not constitute an offer. An offer is only constituted by the provision of the Quote.

3. GOODS

3.1 The Goods are described in the Specification.

To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer must indemnify Shotton Lifts against all liabilities, costs, expenses, damages and losses (but not including any direct, indirect or consequential losses, loss of profit or loss of reputation) suffered or incurred by Shotton Lifts in connection with any claim made against Shotton Lifts for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Shotton Lift's use of the Specification. This clause 3.1 will survive termination of the Contract.

3.2 Shotton Lifts reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4. PRICE AND PAYMENT

4.1

(a) Shotton Lifts may by notice to the Customer, prior to delivery, increase the Price to reflect any increase in the cost of the Goods to Shotton Lifts beyond reasonable control, including changes to the Goods or Services requested by the Customer, delays caused by the Customer, foreign exchange fluctuations, taxes, duties, the cost of freight, labour, materials or manufacturing costs.

(b) Customer will have 3 business days from this notice to cancel the Order by notice to Shotton Lifts, upon receipt of which, Shotton Lifts must invoice the Customer for and the Customer must pay Shotton Lifts a pro-rata portion of the Price representing work done to the date of cancellation, with such pro-rata portion to be determined by Shotton Lifts, acting reasonably.

(c) If Customer fails to cancel the Order, Customer must accept the Price increase.

4.2 Shotton Lifts may, by giving notice to the Customer at any time up to 3 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond Shotton Lift's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give Shotton Lifts adequate or accurate information or instructions.

4.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which must be invoiced to the Customer.

4.4 All amounts payable under this Agreement are expressed exclusive of GST. Where a party ('Supplier') makes a taxable supply to another party ('Recipient'), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier. The additional amount must be paid when any consideration for the taxable supply is first paid or provided subject to the Supplier first providing the Recipient with a tax invoice. Terms used in this clause have the meaning given to them in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

4.5 Shotton Lifts must invoice the Customer for the Price in accordance with any terms set out in the Quote. Customer must pay the invoice in full in accordance with those terms and in the manner stipulated in the Quote. Payment must be made to the bank account nominated in writing by Shotton Lifts. Time of payment is of the essence.

4.6 Customer may apply to Shotton Lifts for a credit account for service work. If credit is granted, payment for Goods will be as specified in the terms of the application for credit.

4.7 Customer must pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Shotton Lifts may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Shotton Lifts to the Customer.

4.8 Interest on overdue amounts owed by the Customer to Shotton Lifts accrues daily from the date when payment becomes due until the date of payment at 2.5% compounding per calendar month or part month.

4.9 If the Customer defaults in payment of any amount when due, then in addition to any other amount payable under these Conditions, Customer must pay to Shotton Lifts upon demand all of Shotton Lifts costs and disbursements arising from the default including legal costs on an indemnity basis, any late fees or administrative charges of Shotton Lifts and all Shotton Lifts costs for collection.

5. DELIVERY

5.1 If delivery is required by Shotton Lifts, Shotton Lifts must deliver the Goods to the location set out in the Quote or such other location as the parties may agree ("Delivery Location") at any time after Shotton Lifts notifies the Customer that the Goods are ready. Delivery Location can mean the address of a carrier selected by the Customer or that of a third party nominated by the Customer.

5.2 If collection is agreed by the Customer, the Customer must collect the Goods from Shotton Lifts premises at 3/147 Greens, Road, Dandenong South, or such other location as may be advised by Shotton Lifts prior to delivery ("Collection Location") within 3 Business Days of Shotton Lifts notifying Customer that the Goods are ready.

5.3 Delivery of the Goods will be completed on the Goods' arrival at the Delivery Location or (as the case may be) on the completion of the loading of the Goods at the Collection Location.

5.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

5.5 Late or failed delivery of Goods does not entitle repudiation or constitute breach and Shotton Lifts is not liable for loss or damage for late or failed delivery of Goods.

5.6 If Customer fails to take or accept delivery of the Goods within three Business Days of Shotton Lifts notifying Customer that the Goods are ready, then, except where such failure or delay is caused by Force Majeure Event or Shotton Lifts failure to comply with its obligations under the Contract

(a) delivery of the Goods must be deemed to have been completed at 9.00 am on the third Business Day after the day on which Shotton Lifts notified Customer that the Goods were ready and

(b) Shotton Lifts must store the Goods until delivery takes place, and charge Customer for all related costs and expenses (including insurance).

(c) All Customer goods that remain at Shotton Lifts are left at the Customer's own risk and Shotton Lifts cannot accept responsibility for any damage, loss or theft of these goods.

5.7 If 10 Business Days after the day on which Shotton Lifts notified the Customer that the Goods were ready for delivery and the Customer has not taken or accepted delivery of them, Shotton Lifts may dispose of part or all of the Goods and, after deducting reasonable storage charges, account to the Customer for any excess over the Price or charge the Customer for any shortfall below the Price.

5.8 Shotton Lifts may deliver the Goods by instalments under an agreed delivery schedule, which must be invoiced and paid for separately and in addition to the Price. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment. Shotton Lifts is under no obligation to deliver the Goods by instalments.

6. DEFECTS AND RETURNS

6.1 Customer will be responsible for immediate examination of Goods upon arrival at their destination and will be taken to have accepted Goods received by it as being in accordance with its order unless it notifies Shotton Lifts in writing of its claim, including invoicing shortages, within 2 days from the date of receipt of the Goods.

6.2 The Company will not accept the return of Goods that are specifically made to the Customer's Specifications or ordered for special manufacture.

6.3 The Company will not accept claims for incorrect application or use of the Goods. The responsibility to verify that the Goods have or will be used in the correct application rests with the Customer.

6.4 If the Customer alleges that Goods are defective or faulty, the Customer must immediately:

(a) notify Shotton Lifts in writing and must allow an inspection of the Goods by a representative of Shotton Lifts to assess whether the Goods are defective or faulty;

(b) Provide to Shotton Lifts a written statement setting out the reasons for the requested return of the Goods;

(c) Give Shotton Lifts details of the original invoice number and the date of delivery of the Goods; and

(d) Provide to Shotton Lifts a copy of the receipt or delivery docket relating to the Goods.

6.5 Failure to comply with clause 6.4 and Shotton Lifts is under no obligation to accept the return of Goods.

6.6 Shotton Lifts may also accept return of the Goods where a Consumer Guarantee applies or it otherwise expressly agrees in writing for the Customer to return the Goods.

6.7 In the event that, upon completion of the steps in clause 6.4, and after consideration of clause 11 of these Conditions, Shotton Lifts accepts return of the Goods, the Customer must:

(a) Return the Goods in their original condition as at the time of their sale and/or packed in their original, undamaged containers and are in new condition including all parts and components;

6.8 In the event of Shotton Lifts delivering the Goods to the Customer's nominated carrier, the Customer shall be responsible for the expense of that carrier, and Shotton Lifts shall be liable only to replace defective or faulty goods and not Goods damaged in transit.

6.9 In the event of Shotton Lifts agreeing to accept a return of Goods, these shall be returned to Shotton Lifts at the expense of the Customer, and Shotton Lifts shall credit the Customer's account with an amount equal to that expense

7. RISK AND INSURANCE

7.1 Risk for Goods passes to the Customer on delivery by Shotton Lifts to the Delivery Location or are collected in accordance with clause 5.2.

7.2 Customer must insure the Goods, against loss, damage, destruction and theft, and include the interest of Shotton Lifts in the insurance policy and provide proof of the insurance to Shotton Lifts from delivery until:

(a) Customer has paid to Shotton Lifts all amounts owing for the Goods, the Customer has met all of its other obligations to Shotton Lifts, and payment other than in cash is honoured, cleared or acknowledged; and

(b) the Goods are discharged from any Security Interest held by Shotton Lifts.

7.3 If Goods are damaged, destroyed or stolen before property passes to the Customer or before the Goods are discharged from any Security Interest, Shotton Lifts is entitled to receive all insurance proceeds whether or not the Price is payable, without limiting any rights or remedies under the Agreement, including the right to require payment of the balance of the Price. Production of the Agreement by Shotton Lifts is sufficient evidence of Shotton Lifts right to receive insurance proceeds without the need for further enquiries.

7.4 For the avoidance of doubt, if the Customer does not have the requisite insurance, it is fully liable to Shotton Lifts for all damage or losses suffered by Shotton Lifts under this clause 7.

8. TITLE

8.1 Property in Goods does not pass from Shotton Lifts to the Customer unless clause 9 applies, or unless and until:

(a) Customer has paid to Shotton Lifts all amounts owing for the Goods;

(b) Customer has met all of its other obligations to Shotton Lifts; and

(c) payment other than in cash is honoured, cleared or acknowledged.

8.2 Where practicable the Customer must keep the Goods stored separately from any other property until Shotton Lifts has received payment and all other obligations of Customer are met.

8.3 Until property in Goods passes to the Customer:

(a) Shotton Lifts may give notice in writing to the Customer to return the Goods or any of them and the rights of the Customer to obtain ownership or any other interest in the Goods will immediately cease;

(b) Shotton Lifts may stop the Goods in transit whether or not delivery has been made;

(c) If the Customer fails to return any Goods, Shotton Lifts or its agent may enter any property to re-take possession;

(d) Customer is a bailee of the Goods, must hold any proceeds of sale or disposal on trust for Shotton Lifts and not deal with them in any way adverse to Shotton Lifts;

(e) Customer must not encumber, charge or give any interest in the Goods;

(f) Shotton Lifts may issue proceedings to recover the Price even where ownership has not passed to the Customer; and

(g) if the Goods are converted or made part of any end product, Shotton Lifts will be the owner of the end product.

8.4 Shotton Lifts must supply the Goods free from encumbrances including any Security Interest, subject to clause 9.

9. PERSONAL PROPERTY SECURITIES LAW

9.1 If Shotton Lifts elects that property in Goods will pass from Shotton Lifts to the Customer before:

(a) Customer has paid to Shotton Lifts all amounts owing for the Goods;
(b) Customer has met all of their other obligations to Shotton Lifts; or
(c) payment other than in cash is honoured, cleared or acknowledged,

Customer acknowledges that the Contract constitutes a Security Interest for the purposes of the PPS Law in the Goods.

9.2 Any payments received by Shotton Lifts will be allocated by it as it decides and they may be allocated to Goods encumbered by a Security Interest after payments for other purposes.

9.3 Where Shotton Lifts holds a Security Interest over Goods, the Customer:

(a) must not grant another Security Interest to a third party in the same Goods;
(b) waives any right to receive a verification statement or financing change statement concerning the Security Interest;
(c) indemnifies and on demand must reimburse Shotton Lifts for all expenses incurred in registering a verification statement or financing change statement on the PPS Register or releasing the Goods from a Security Interest; and
(d) must not register a financing change statement

10. SHOTTON LIFTS RIGHTS TO DISPOSE OF GOODS

If:

(a) Shotton Lifts retains or regains possession or control of the Goods;
(b) payment is due to Shotton Lifts;
(c) Shotton Lifts has demanded payment; and
(d) Shotton Lifts has not received payment

then, Shotton Lifts may dispose of the Goods and may claim from Customer any loss to Shotton Lifts on disposal. then, Shotton Lifts may dispose of the Goods and may claim from Customer any loss to Shotton Lifts on disposal.

11. WARRANTIES, INDEMNITIES AND LIABILITY

11.1 Shotton Lifts does not make any express or implied warranties in relation to the Goods.

11.2 Shotton Lifts warrants that any defect in any workmanship of Shotton Lifts which becomes apparent and is notified to Shotton Lifts within the warranty period stipulated by Shotton Lifts or if none is stipulated within 12 months after delivery, Shotton Lifts will either repair or remedy the defect, subject to clause 6 of these Conditions and that:

(a) the warranty does not cover any defect or damage from any:
    i. failure to properly maintain Goods;
    ii. failure to follow instructions or guidelines provided by Shotton Lifts;
    iii. use of Goods otherwise than for their proper purpose;

iv. continued use of Goods after a defect becomes apparent or should be apparent to a prudent user; or
v. fair wear and tear, any accident or anything beyond the reasonable control of Shotton Lifts;
vi. damage caused by emergency services

(b) the warranty will cease and Shotton Lifts is not liable under the warranty if Goods are repaired, altered or overhauled by Customer without Shotton Lifts consent;

(c) Shotton Lifts is not liable to compensate Customer for any warranty claim for delay by Shotton Lifts in replacing or repairing Goods or in properly assessing a claim; and

(d) where a claim under warranty is approved by Shotton Lifts, any repairs will be carried out during Normal Hours or outside Normal Hours only if Shotton Lifts agrees.

11.3 For Goods not manufactured by Shotton Lifts, any warranty is the warranty provided by the manufacturer or supplier to Shotton Lifts. Shotton Lifts is not bound by, or responsible for, any term, condition, representation or warranty given by the manufacturer or supplier.

11.4 Limitation of liability

(a) Any representation, warranty, condition, guarantee or undertaking that would be implied into this Agreement by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law, provided that nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred on Customer by the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) (ACL) or any other applicable law that cannot be excluded, restricted or modified by agreement.

(b) To the maximum extent permitted by law (including the ACL), unless expressly stated to the contrary in this Agreement, Shotton Lifts does not provide any warranties or make any representations or guarantees in respect of Goods, including warranties of acceptable quality, availability, conformity with description, non-infringement of third party rights, compliance with laws, or fitness for a particular purpose.

(c) Each party's liability to the other party (Liability), including under any indemnity, is reduced to the extent that the Liability was caused or contributed to by the other party or its personnel.

(d) To the maximum extent permitted by law (including under the ACL):

i. Shotton Lifts is not liable to the Customer or to any other person for any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data or loss or damage resulting from wasted management time irrespective of whether the loss or damage is caused by or relates to breach of contract, statute, tort (including negligence) or otherwise, or a party or any other person was previously notified of the possibility of the loss or damage;

ii. Shotton Lifts liability for its failure to comply with a consumer guarantee under the ACL (other than a guarantee under section 51, 52 or 53 of the ACL) is limited, at Shotton Lifts option, to one or more of the following:
    a. when the breach relates to goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, and/or the payment of the cost of having the goods repaired; and
    b. b. when the breach relates to services, the supplying of the services again, and/or the payment of the cost of having the services supplied again; and
iii. the maximum aggregate liability of Shotton Lifts for all Liabilities arising out of this Agreement, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the Price.

11.5 The following applies to a person acquiring goods or services as a "consumer"

Services

Our services come with guarantees that cannot be excluded under the Australian Consumer Law.
For major failures with the service, you are entitled:
1. to cancel your service contract with us; and
2. to a refund for the unused portion, or to compensation for its reduced value.
You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

Goods and Services

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.
For major failures with the service, you are entitled:
1. to cancel your service contract with us; and
2. to a refund for the unused portion, or to compensation for its reduced value.
You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

12. CANCELLATION

12.1 Shotton Lifts may, without liability, terminate the Contract or cancel delivery of the Goods at any time before the Goods are delivered by giving notice to Customer. If Shotton Lifts terminates the Contract under this clause 12.1, it will refund any amounts paid by the Customer, less any costs and expenses reasonably incurred by Shotton Lifts.

12.2 Subject to clause 12.3, the Customer may terminate the Contract or cancel delivery of the Goods at any time before the Goods are delivered by giving notice to Shotton Lifts.

12.3 If the Customer terminates the Contract or cancels delivery of the Goods under clause 12.2, then Shotton Lifts will be entitled to retain monies paid by the Customer and/or charge the Customer in accordance with its Terms of Cancellation in the Quote.

12.4 Should the Customer cancel a sale and/or terminate their Contract after receiving any promotional items, irrespective of the associated value, goods type or form of offer supplied from the promotional activity, Shotton Lifts reserves the right to recover the associated promotional cost or value supplied to the customer, via retention of customer funds already paid to Shotton Lifts, prior to any other applicable refund that the customer may be entitled to receiving.

13. TERMINATION AND SUSPENSION

13.1 If the Customer becomes subject to any of the events listed in clause 13.2, Shotton Lifts may terminate the Contract with immediate effect by giving written notice to the Customer.

13.2 For the purposes of clause 13.1, the relevant events are:

(a) Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, or (being a partnership) has any partner to whom any of the foregoing apply;

Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where Customer is a company) whereby these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(b) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(c) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

(d) (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

(e) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

(f) (being an individual) Customer is the subject of a bankruptcy petition or order;

(g) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(h) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(a) to clause 13.2(f) (inclusive);

(i) Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

(j) Customer's financial position deteriorates to such an extent that in Shotton Lifts opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

(k) (being an individual) Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

13.3 Without limiting its other rights or remedies, Shotton Lifts may suspend provision of the Goods under the Contract or any other contract between the Customer and Shotton Lifts if the Customer becomes subject to any of the events listed in clause 13.2, or Shotton Lifts reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.4 On termination of the Contract for any reason the Customer must immediately pay to Shotton Lifts all of Shotton Lifts outstanding unpaid invoices and interest.

13.5 Termination of the Contract, however arising, must not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

13.6 Clauses which expressly or by implication survive termination of the Contract must continue in full force and effect.

14. FORCE MAJEURE

Neither party must be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **"Force Majeure Event"** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological

contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of Shotton Lifts or subcontractors.

15. GENERAL

15.1 Assignment and other dealings.

(a) Shotton Lifts may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Shotton Lifts.

15.2 Notices

(a) Any notice required or authorised to be given by one party to another concerning anything relating to this agreement will be in writing and will be given by letter sent by email to the receiving party at the email addresses set out in the Authority to Proceed.

(b) A notice sent by email will be deemed to have been properly and effectively given on the date and time at which it enters the addressee's information system (as shown in a confirmation delivery report from the sender's information system which indicates the email was set to the email address of the addressee notified for the purposes of this clause).

(c) If any notice given under this clause is given on a day when the office of the party to whom it is addressed is not open for business the notice will be deemed to have been given on the next day on which such office is open for business.

15.3 Waiver

The failure of either party to insist upon a strict performance of any of the terms and provisions of this document shall not be deemed a waiver of any subsequent breach or default in those terms or provisions.

15.4 Variation

Any modification, alternation, change or variation of any term and condition of these Conditions or the Contract must be only made in writing and executed by both parties.

15.5 Amendment of Conditions

These Conditions may be amended by Shotton Lifts from time to time, acting reasonably.

15.6 Governing Law

These Conditions and the Contract must be construed in accordance with and governed by the laws of the State of Victoria, Australia and the parties submit to the jurisdiction of the Courts of that State for the resolution of any disputes under this Agreement

16. PROMOTIONAL ACTIVITIES AND SALES

16.1 Notices

(a) Shotton Lifts reserves the right to specify the criteria and eligibility of its promotions, along with modifying any associated terms and/or withdrawing promotional

activities due to either suitability, availability or other circumstances beyond its control.

(b) All giveaways, offers and prizes, shall remain at the discretion the of terms and conditions specified for any given promotion and can be subject to change under 16.1 (a).

16.2 Privacy

Shotton Lifts, under Australian Privacy laws, shall act in a responsible manner with all information that may be collected as part of its promotional campaigns. At no time will any collected information be shown or distributed to 3rd parties.

16.3 Withdrawals or Cancellation

For promotional activities that are tied to a purchasing arrangement and/or contracts, please refer to page 10, point 12 Cancelation, clause 12.4, for details relating to received promotional items and cancelations or terminations.