

TERMS AND CONDITIONS OF TRADE

Electrical Distributors of W.A. Pty Ltd (ACN: 009 356 727)

Trading as Electrical Distributors (ABN 49 009 356 727)

103 Robinson Ave Belmont WA 6104, PO Box 242 Belmont WA 6984

Tel: (08) 9477 2477 Fax: (08) 9477 2433

Email: sales@electricaldistributors.com.au, www.electricaldistributors.com.au

1. APPLICATION OF TERMS AND CONDITIONS OF TRADE

- 1.1 The Customer wishes to engage Electrical Distributors of W.A. Pty Ltd ("the Seller") for the purposes of providing the Customer with Goods on the terms and conditions as set out in this document.
- 1.2 These Terms and Conditions of trade replace in their entirety any previous terms and conditions published, issued or used by the Seller.

2. ACCEPTANCE

- 2.1 Any instructions received by the Seller from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Seller shall constitute acceptance of these Terms and Conditions contained herein.
- 2.2 Where more than one Customer has entered into this Agreement, the Customers are jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these Terms and Conditions by the Customer, the Terms and Conditions are binding and can only be amended with the written consent of both the Parties.
- 2.4 The Customer must give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership (legal or beneficial) of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice). The Customer is liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause.

3. PRICE AND PAYMENT

- 3.1 At the Seller's sole discretion the Price is either:
 - (a) as indicated on Invoices provided by the Seller to the Customer in respect of Goods supplied; or
 - (b) the Seller's quoted Price (subject to clause 3.2) which is binding upon the Seller provided that the Customer accepts the Seller's quotation in writing within fourteen (14) days of the date specified on such quotation.
- 3.2 The Seller reserves the right to change the Price in the event of a variation to the Seller's quotation, subject to prior written notice of such being provided to the Customer.
- 3.3 The Seller may submit a detailed payment claim at intervals not less than one (1) month for work performed up to the end of each month. The value of work so performed shall include the reasonable value of authorised variations, whether or not the value of such variations has been finally agreed between the parties, and the value of materials delivered to the site but not installed. Progress payment shall be made within fourteen (14) working days of each monthly payment claim.
- 3.4 At the Seller's sole discretion, a deposit may be required.
- 3.5 At the Seller's sole discretion:

- (a) payment must be due on delivery of the Goods; or
 - (b) payment must be due before delivery of the Goods; or
 - (c) payment for approved Customers must be made by instalments in accordance with the Seller's payment schedule.
- 3.6 Time for payment for the Goods shall be of the essence and will be stated on the Invoice or any other forms. If no time is stated then payment shall be due on the delivery of the goods and/or services. The Seller may grant extended terms of payment to the Customer.
- 3.7 Payment will be made by cash, or by cheque or by bank cheque or by any other method as agreed to between the Parties. If payment is made by direct debit of funds or any other electronic transaction and the payment transaction fails for whatever reason, the Customer agrees to reimburse the Seller for any fees incurred by the Seller.
- 3.8 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
- 3.9 If an order is to be funded by a finance company, the Customer must provide specific details of this company when placing their purchase order.
- 3.10 If the Seller is advised that an order is to be funded by a finance company after the processing date of their invoice, a \$250.00 administration fee and/or applicable late payment interest specified on the invoice will be payable.

4. DELIVERY OF GOODS

4.1 Purchase Orders

- (a) The Customer will provide the Seller with a Purchase Order for any required Goods and/or Services.
- (b) The Purchase Order will be in writing and will specify:
 - (i) the type of Goods and/or Services requested;
 - (ii) the quantity of Goods requested, if applicable; and
 - (iii) a delivery address.
- (c) The Seller will notify the Customer within two (2) business days of receipt of any Purchase Order:
 - (i) that the Seller has received the Purchase Order;
 - (ii) whether the Seller reasonably believes that the Goods and/or Services can be supplied; and
 - (iii) whether the Seller accepts the Purchase Order.
- (d) A Purchase Order cannot be revoked by either Party without the prior written consent of the other Party.

4.2 Delivery of Goods

- (a) Delivery of Goods will be provided by the Seller to the Customer's nominated delivery points and will be in accordance with the relevant Purchase Order.
- (b) All Goods specified in any Purchase Order are to be delivered within:
 - (i) the timeframe specified in a Purchase Order that is agreed to by the Seller; or
 - (ii) if Clause 4.2(b)(i) is unreasonable or impossible, then within a reasonable time or as mutually agreed by the Parties.
- (c) The Seller will notify the Customer as soon as possible if the Seller becomes aware of any delay in the delivery of Goods pursuant to a Purchase Order.

- (d) The Seller may deliver the Goods by separate installments and each instalment must be invoiced and paid in accordance with the provisions in these Terms and Conditions.
- (e) The Customer must make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery and in the event that the Customer is unable to take delivery of the Goods as arranged then the Seller is entitled to charge a reasonable fee for re-delivery.
- (f) Delivery of the Goods to a carrier, either named by the Customer, or failing such naming of the carrier, at the discretion of the Seller for the purpose of transmission to the Customer, is deemed to be a delivery of the Goods to the Customer. The carrier is deemed to be the Customer's agent.
- (g) Notwithstanding clause 4.2(f), if delivery to the Customer is outside Australia, then CIP terms (excluding unloading on site) may apply.
- (h) The costs of carriage and any insurance which the Customer reasonably directs the Seller to incur must be reimbursed by the Customer without any set-off or other withholding (whatsoever) and is due on the date for payment of the Price.
- (i) All Goods must be adequately packaged, packed and labelled in accordance with:
 - (i) good commercial practice to avoid damage in transit to their final destination; and
 - (ii) any legal or regulatory requirements.
- (j) The Seller must specify if the costs of delivery are:
 - (i) included in the Price; or
 - (ii) in addition to the Price.
- (k) The failure of the Seller to deliver does not entitle either party to treat this contract as repudiated.
- (l) The Seller is not liable for any loss or damage caused to the Customer resulting from late delivery of the Goods.

4.3 Invoices

- (a) The Seller will provide the Customer with an Invoice for all Goods and/or Services supplied by the Seller to the Customer pursuant to a Purchase Order.
- (b) The Seller will provide the Invoices to the Customer within fourteen (14) days of delivery of any Goods to the Customer or within such time as is reasonably practicably.

5. **RISK, TITLE AND THE PERSONAL PROPERTY SECURITIES ACT**

- 5.1 Products supplied by the Seller to the Customer will be at the Customer's risk upon
 - (a) delivery to the Customer; or
 - (b) delivery to the Customer's custody, possession or control,whichever is the sooner.
- 5.2 Ownership of the Goods remains with the Seller until all the amounts owing by the Customer to the Seller (including without limitation to the purchase price of the Goods and other debts owing to the Seller) have been paid in full.
- 5.3 Until all the amounts owing by the Customer have been paid in full the Customer may sell the Goods in the ordinary course of its business but only as trustee and agent of the Seller. The Customer must not represent to any third party that it is acting for the Seller, and the Seller will not be bound by any contracts with third parties to which the Customer is a party.

- 5.4 The Customer must hold the sale proceeds it receives from any sale of the Goods as trustee and agent for the Seller. All such sale proceeds must be placed in an ADI account separate from its own monies and the Customer must not allow any person to have control of, or grant a security interest over the proceeds or the accounts in which they are held. Subject to clause 3.6, the Customer must otherwise make immediate payment to the Seller from the accounts in which the sale proceeds are held of all amounts which may be owing by the Customer to the Seller.
- 5.5 Until all amounts owing by the Customer have been paid in full, the Customer may, subject to clause 5.2, take possession of the Goods and hold them as trustee and agent for the Seller. The Customer must store the Goods in such a manner that they are readily distinguishable from other goods held by the Customer so they clearly show that they are the property of the Seller.
- 5.6 If the Customer becomes insolvent or does not comply with any of these Terms and Conditions in relation to the payment of any amount owing to the Seller or otherwise, then:
- (a) immediately on the Seller's request, the Customer must return any Goods acquired from the Seller;
 - (b) the Seller may enter the Customer's premises (or where the Goods are stored) and take possession of the Goods; and
 - (c) the Seller may retain, sell or otherwise dispose of the Goods.
- 5.7 If the Customer makes a payment to the Seller at any time whether in connection with these Terms and Conditions or otherwise, the Seller may, at its absolute discretion, apply that payment to first satisfy obligations that are not secured, then obligations that are secured, but not by a purchase money security interest, in the order in which those obligations were incurred, and then obligations that are secured by a purchase money security interest in the order in which those obligations were incurred.
- 5.8 If Chapter 4 of the Personal Property Securities Act 2009 (Cth) ("PPSA") would otherwise apply to the enforcement of a security interest arising in connection with an Agreement to which these Terms and Conditions apply, the Customer agrees that the following provisions of the PPSA will not apply to the enforcement of the Agreement:
- (a) Section 95 (notice of removal of accession), to the extent that it requires the Seller to give a notice to the Customer;
 - (b) Section 96 (when a person with an interest in the whole may retain an accession);
 - (c) Subsection 121(4) (enforcement of liquid assets – notice to grantor);
 - (d) Section 125 (obligation to dispose of or retain collateral);
 - (e) Section 130 (notice of disposal of collateral), to the extent that it requires the Seller to give a notice to the Customer;
 - (f) Section 132(3)(d) (contents of statement of account after disposal);
 - (g) Section 132(4) (statement of account if no disposal);
 - (h) Section 135 (notice of retention of collateral);
 - (i) Section 142 (redemption of collateral); and
 - (j) Section 143 (reinstatement of security agreement).
- 5.9 Notices or documents required or permitted to be given to the Seller for the purposes of the PPSA must be given in accordance with the PPSA.
- 5.10 The Customer consents to the Seller affecting a registration on the PPSA register (in any manner the Seller considers appropriate) in relation to any security interest contemplated by the Agreement or Contract and the Customer agrees to provide all assistance reasonably required to facilitate this. The Customer waives the right to receive notice of a verification statement in relation to any registration on the register.

6. WAIVER OF CUSTOMER'S RIGHTS

- 6.1 The Customer waives any right to rescind, or cancel any contract with the Seller or to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by the Seller and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgement.

7. DEFECTS

- 7.1 Any condition or warranty which would otherwise be implied in the Agreement is hereby excluded to the full extent permitted by law.

- 7.2 Where legislation implies in the Agreement any condition or warranty, and that legislation prohibits provisions in a contract excluding, modifying or limiting the application of or exercise of or liability for a breach of such condition or warranty, the condition or warranty will be deemed to be included in the Agreement. However, the liability of the Seller for any breach of such condition or warranty will be limited, at the option of the Seller, to one or more of the following:

(a) if the breach relates to Goods:

- (i) the replacement of the Goods or the supply of equivalent Goods;
- (ii) the repair of such Goods;
- (iii) the payment of the cost of replacing the Goods or of acquiring equivalent Goods;
or
- (iv) the payment of the cost of having the Goods repaired; and

(b) if the breach relates to Services:

- (i) the supplying of the Services again; or
- (ii) the payment of the cost of having the Services supplied again.

- 7.3 The Customer must inspect the Goods on delivery and must within seven (7) days of delivery (time being of the essence) notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer must give the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer fails to comply with these provisions, the Goods shall be presumed to be free from any defect or damage.

- 7.4 The Seller may repair or replace any Goods or part of any Goods with second-hand replacement parts of the same or similar in age, use and quality as those Goods or part of any Goods, subject to such second-hand parts being suitable or fit for such purpose.

8. RETURNS

- 8.1 Goods will not be accepted for return other than in accordance with 7.3 above.

9. THE COMPETITION AND CONSUMER ACT 2010 (CTH) ("CCA") AND THE FAIR TRADING ACT ("FTA")

- 9.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

10. INTELLECTUAL PROPERTY.

- 10.1 **The Customer expressly agrees and acknowledges that:**

(a) Any Intellectual Property in the Goods (whether registered, registered or registrable) is the property of the Seller; and

(b) Nothing in this Terms and Conditions is intended to vest the Customer with any interest in the Intellectual Property in the Goods.

11. LIABILITY AND INDEMNITIES

- 11.1 The Parties shall not be under any liability whatsoever to each other for any indirect or consequential loss and/or expense (including loss of profit) suffered by a Party arising out of a breach by the other Party of these Terms and Conditions.
- 11.2 Subject to Clause 11.3, the Customer warrants that it has not relied on any representation made by the Seller which has not been stated expressly in the Agreement or upon any descriptions, illustrations or specifications contained in any documentation produced by the Seller.
- 11.3 The Customer acknowledges and agrees that, to the extent the Seller has made any representation which is not otherwise expressly stated in the Agreement, the Customer has been provided with an opportunity to independently verify the accuracy of that representation.
- 11.4 Subject to any other provision to the contrary in the Agreement, each Party will at all times indemnify ("**the Indemnifier**") and hold harmless the other Party ("**the Indemnified**") from and against any loss and damage (including reasonable legal costs and expenses) reasonably incurred or suffered by the Indemnified arising from any claim, proceedings or judgement against the Indemnified where such loss or damage was caused by:
- (a) a breach by the Indemnifier of its obligations under the Agreement; or
 - (b) any wilful, unlawful or negligent act or omission of the Indemnifier.
- 11.5 The Customer will hold the Seller harmless for any loss or damage incurred by the Customer as a result of the Seller being unable to provide Goods due to the act or omission of any Manufacturer or third party supplier, provided that the Seller will take all reasonable and necessary steps to obtain such Goods including from an alternative supplier or manufacturer if so requested by the Customer and with any variation in price to be the responsibility of the Customer.

12. DEFAULT AND CONSEQUENCES

- 12.1 Neither Party shall take any action (including legal action) against the other Party for a default of this Agreement without first giving the defaulting Party written notice specifying the default and providing the defaulting Party with seven (7) days to rectify such.
- 12.2 Interest on overdue Invoices accrues daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month and such interest will compound monthly at such a rate after as well as before any judgement.
- 12.3 If the Customer defaults in payment of any Invoice when due, the Customer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs (on a solicitor and own client basis) and the Seller's debt collection agency costs.
- 12.4 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any term or obligation (including those relating to payment) under this Terms & Conditions, the Seller may suspend or terminate the supply of Goods or Services to the Customer and discharge itself from any of its other obligations under these Terms and Conditions. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause.
- 12.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10.00%) of the amount overdue (up to a

maximum of two hundred dollars (\$200.00)) will be levied as administration fees and the sum is immediately due and payable.

12.6 Without prejudice to the Seller's other remedies at law, the Seller is entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Seller will, whether or not due for payment, become immediately payable in the event that:

- (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to meet its payments as they fall due; or
- (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into a scheme of arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer; or
- (d) if the Customer is an individual and commits an act of bankruptcy within the meaning of section 40 of the Bankruptcy Act (1966).

13. SECURITY AND CHARGE

13.1 Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:

- (a) Where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under these Terms and Conditions. The Customer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) is entitled to lodge where appropriate registered security(ies) (including an absolute caveat). The registered security(ies) must be withdrawn once all payments and other monetary obligations payable have been met.
- (b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor will indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) The Customer and/or the Guarantor (if any) agree to irrevocably nominate, constitute and appoint the Seller or the Seller's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause.

15. CANCELLATION

15.1 The Seller may cancel any contract to which these Terms and Conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Seller shall repay to the Customer any sums paid in respect of the Price. The Seller is not liable for any loss or damage whatever arising from such cancellation.

15.2 In the event that the Customer cancels delivery of Goods the Customer is liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.

16. FORCE MAJEURE

16.1 If the Seller is delayed, hindered, or otherwise prevented from complying with its obligations under these Terms and Conditions by reason of events or circumstances beyond the reasonable control of the Seller including but not limited to acts of God,

wars, riots, strikes, lock-outs, trade disputes or labour disturbances, breakdown of plant or machinery, accidents, storm, fire, floods, difficulties in obtaining materials, goods, transport or labour or any other circumstances affecting the supply of goods and services, the Seller is not liable to the Customer for any loss or damage which is or may be suffered by the Customer whether as a direct or indirect result of any such events or circumstances.

17. PRIVACY ACT 1988 (CTH)

- 17.1 The Customer and/or the Guarantor/s agrees for the Seller to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Seller.
- 17.2 The Customer and/or the Guarantor/s agrees that the Seller may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by Customer; and/or
 - (b) to notify other credit providers of a default by the Customer; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
 - (d) to assess the credit worthiness of Customer and/or Guarantor/s.
- 17.3 The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 17.4 The Customer agrees that personal credit information provided may be used and retained by the Seller for the following purposes and for other purposes as is agreed between the Customer and Seller or required by law from time to time:
- (a) provision of Goods; and/or
 - (b) marketing of Goods by the Seller, its agents or distributors in relation to the Goods; and/or
 - (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Goods; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and/or
 - (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.
- 17.5 The Seller 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.

18. GENERAL

- 18.1 If any provision of these Terms and Conditions is invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions are not affected, prejudiced or impaired.
- 18.2 These Terms and Conditions and any contract to which they apply are governed by the laws of Western Australia and the Commonwealth of Australia (as applicable) and the Parties unconditionally submit to the jurisdiction of the courts of Western Australia and the Commonwealth of Australia.

- 18.3 In the event of any breach of this Agreement by the Seller the remedies of the Customer are limited to damages not exceeding the Price of the Goods in all circumstances.
- 18.4 The Customer is not entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by the Seller.
- 18.5 The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 18.6 The Seller reserves the right to review these Terms and Conditions at any time. If, following any such review, there is to be any change to these Terms and Conditions, then that change will take effect from the date on which the Seller notifies the Customer of such change.
- 18.7 Neither party is liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 18.8 The failure by the Seller to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the Seller's right to subsequently enforce that provision.
- 18.9 In the event that there is any conflict between these Terms and Conditions and the Special Conditions, the Special Conditions are to prevail to the extent of that inconsistency.

19. CUSTOMER'S ACKNOWLEDGEMENT

- 19.1 By placing a purchase order with the Seller (whether online or in person), the Customer agrees and acknowledges that it has read and understood and agree to be bound by these Terms and Conditions.

20. DEFINITION AND INTERPRETATION

- 20.1 "**Agreement**" means the agreement for the provision of Goods and/or Services by the Seller to the Customer to which the Terms and Conditions apply;
- 20.2 "**Customer**" means the Customer as described on any quotation, work authorisation or other form as provided by the Seller to the Customer, including its officers, agents, sub-contractors, successors and assigns or any person acting on behalf of and with the authority of the Customer;
- 20.3 "**Goods**" mean goods and services supplied by the Seller to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the Purchase Order(s) and Invoice(s);
- 20.4 "**Guarantor**" means that person (or persons) or entity who agrees to be liable for the debts of the Customer on a principal debtor basis pursuant to this Agreement;
- 20.5 "**Invoice**" means a taxation invoice for Goods and/or Services supplied by the Seller to the Customer;
- 20.6 "**Manufacturer**" means the manufacturer and producer of the Goods;
- 20.7 "**Party(ies)**" means the parties to the Agreement including but not limited to the Seller and the Customer;
- 20.8 "**Price**" shall mean the price payable for the Goods and/or Services specified in the Invoice in accordance with Clause 3 of this Agreement;
- 20.9 "**Purchase Order**" means an order request for Goods and/or Services by the Customer to the Seller;
- 20.10 "**Seller**" means Electrical Distributors of W.A. Pty Ltd (ACN 009 356 727) trading as 'Electrical Distributors' and include its officers, agents, sub-contractors, successors and

assigns or any person acting on behalf of and with the authority of Electrical Distributors of W.A. Pty Ltd trading as 'Electrical Distributors';

- 20.11 **"Services"** means all services requested and supplied by the Seller to the Customer, including any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above), and as specified in the Purchase Order(s) and the Invoice(s);
- 20.12 **"Terms and Conditions"** means these terms and conditions of the Seller's supply of Goods and Services to the Customer pursuant to the Agreement;
- 20.13 **"Intellectual Property"** includes but is not limited to all the Licensor's trade marks, Patents, Copyrights, Designs, marks, processes, know-how, specifications, statements, formulae, trade secrets, manner of new manufacture, drawings and data or other like property or rights owned or held by the Licensor. These include but are not limited to:
- (a) marks, logos, service marks, trade names, business names, internet domain names, slogans, symbols, brand names, Copyright or other trade indicia; and
 - (b) all rights in information, know-how, processes, procedures, compositions, devices, methods, formulae, drawings, programs, trade secrets or data whether or not protectable by patents application design registration, copyright, circuit layouts or otherwise, whether unregistered, registered or registrable, including the Business Name.
- 20.14 **"Intellectual Property Rights"** means all present and future rights conferred by statute, common law or equity anywhere in the world in or in relation to Copyright, Trade Marks, Designs, Patents, marks, business and domain names, inventions and confidential information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable. These rights include:
- (a) all rights in all applications to register these rights including all rights to claim Paris Convention for the Protection of Industrial Property priority;
 - (b) all renewals and extensions of these rights; and
 - (c) all rights in the nature of these rights, such as moral rights.
- 20.15 In interpreting these Terms and Conditions:
- (a) the clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
 - (b) any obligation on the part of two (2) or more persons or entities binds them jointly and severally;
 - (c) words in the singular number include the plural and vice versa;
 - (d) words importing a gender include any other gender;
 - (e) a reference to a person includes a partnership and a body, whether corporate or otherwise;
 - (f) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
 - (g) a reference to a Schedule includes a reference to any part of that Schedule which is not physically annexed to these Terms and Conditions but which is incorporated by reference;
 - (h) monetary references are references to Australian dollar currency ("AUD"); and
 - (i) in the interpretation of these Terms and Condition, no rule of contract interpretation applies to the disadvantage of a Party on the basis that it put forward these Terms and Conditions or any part of them.

