## Invista Audio Visual – Terms & Conditions of Trade

- Definitions
  Containone means KJM Group Pty Ltd T/A Invista Audio Visual, its successors and assigns
  Audio Visual.

  12.2

  Client means the nerson's or any present additional to the containing of the containing o
- or any person acting on behalf of and with the authority of K.MI Group Pty Ltd I/IA Invistal Aguido Visual.

  Gleid means the person's or any person acting on behalf of and with the authority of the Contractor to provide the Services as specified in any proposal, outstain, order, invoice or other documentation, and:

  (a) If there is more than one Client, is a reference to each Client piority and severally, and b) If the Client is a part of a Trust, shall be bound in their capacity as a tustee, and (c) includes the Client's executors, administrators, successors and permitted assigns. Coods' means all Goods or Services supplied by the Contractor to the Client at the Client's request from time to their where the context so permits the terms' Goods' or Price' means the Price payable (plus any GST where applicable) for the Goods as a agreed between the Contractor and the Client in accordance with clause 6 below. (SST means Goods and Services Tax) Act 1999' (Ch.T). 1.3
- 1.4
- 1.5
- eptance Client is taken to have exclusively accepted and is immediately bound, jointly and ally, by these terms and conditions if the Client places an order for or accepts delivery Goods. **2.** 2.1
- 22
- of the Goods.
  These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Client and the Contractor.

  Electronic Transactions Act 2000
  Electronic Transactions Act 2000 are the Electronic Transactions Act 2000 or any other Electronic Transactions Act 2000 or any other Electronic Transactions Act 2000 or any other Errors and Omissions. **3.** 3.1 4. 4.1
- Errors and Omissions
  The Client advanwedges and accepts that the Contractor shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
  (a) resulting from an inadvertent mistake made by the Contractor in the formation and/or administration of this contract, and/or
  (b) contlained information any iterature (hard copy and/or electronic) supplied by the Contractor in respect of the Services.
  In the event such an error and/or ornssisto occurs in accordance with dause 4.1, and is not attended to the contractor, the Client shall not be entitled to treat the Contract as repudiated nor render it invalid.
- 4.2
- **5.** 5.1

- In the event such an error and/or or mission occurs in accordance with dause 4.1, and is not a the event such an error and/or or mission occurs in accordance with dause 4.1, and is not be entitled to treat this bornact as repudiated nor render it invalid.

  Change in Control

  The Client shall give the Contractor not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers's, or busness practice), the Client shall be table for any loss incurred by the Prior and Parkette of the Client's failure to comply with this clause.

  Prior and Parkette of the Client's failure to comply with this clause.

  Prior and Parkette of the Client's failure to comply with this clause.

  At the Contractor's sole discretion, the Prior shall be either:

  (a) as indicated on any invoice provided by the Contractor to the Client, or (b) the Prior as at the date of delivery of the Goods according to the Contractor's current priore list; or (b) the Prior as at the date of delivery of the Goods according to the Contractor's current priore list; or (b) the Prior as at the date of delivery of the Goods according to the Contractor's current priore list; or (c) the Prior as at the date of delivery of the Goods according to the Contractor's current priore list; or (c) a variation to the Goods with are to be supplied is requested; or (c) if a variation to the Goods with are to be supplied is requested; or (c) if a variation to the Goods with are to be supplied is requested; or (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, safety considerations, prerequisite work by any third party not being with early to the prior of the Contractor's contractor's contractor's contractor's contractor's contractor's contractor's contrac
- (b) before delivery of the Goods;
  (c) by way of instalments/progress payments in accordance with the Contractor's payment schedule;
  (d) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;
  (e) the date specified on any invoice or other form as being the date for payment, or
  (f) failing any notice to the contrary, the date which is seven (7) days following the date of the payment may be made by cash, cherup, bank cheque, electronicylon-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and file Contractor.

  The Client shall not be entitled to set off against, or deduct from the Price or claimed to be owned in the "Client shall not be entitled to set off against, or deduct from the Price or claimed to be owned in the "Client shall not be entitled to set off against, or deduct from the Price or claimed to be owned in the "Client shall not be entitled to set off against, or deduct from the Price or claimed to be owned in the "Client shall not be entitled to set off against, or deduct from the Price or claimed to be owned in the "Client shall not be entitled to set off against, or deduct from the Price or claimed to be owned in the "Client shall not be entitled to set off against, or deduct from the Price or claimed to be owned in the "Client shall not be entitled to set off against, or deduct from the Price or claimed to be owned in the "Client shall not be entitled to set off against, or deduct from the Price or claimed to be owned in the "Client shall not be entitled to set off against, or deduct from the Price or claimed to be owned in the "Client shall not be entitled to set off against, or deduct from the Price or claimed to be owned in the "Client shall not be entitled to set off against, or deduct from the Price or claimed to be owned in the "Client shall not be entitled to set off against, or deduct from the Price or claimed to be owned in the "Client shall not be 6.7
- can be a survinge may apply per transaction), or by any other method as agreed to between the Client and the Contractive the Client and the Contractive the Client and the Contractive the Client shall not be entitled to set off against, or deduct from the Price, any sums owed claimed to be owed to the Client by the Contractor nor to withhold payment of any invoice because part of that invoice is in dispute the Contractor and the Price does not include GST. In addition to the Price the Client must pay to the Contractor and amount equal to any GST the Contractor must pay for any complete the Contractor of the Contractor and the contrac
- very ("Delivery") of the Goods is taken to occur at the time that; the Client or the Client's nominated carrier takes possession of the Goods at the
- to the view of the Goods at the Contractor's address or (b) the Contractor's address or (c) the Contractor's address or (c) the Contractor's commanded carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address. At the Contractor's sole discretion, the cost of delivery is either included in the Price or is in 15.5 addition to the Price.
- 7.3 7.4
- 7.5
- The United by Subject of Subject of Contractor's responsibility to ensure that the School subject of Subject o 7.6
- make a selection, or have the site ready for the Services; or notify the Contractor that the site is ready, time or date given by the Contractor to the Client is an estimate only. The Client must accept delivery of the Goods even if late and the Contractor will not be label for any or damage incurred by the Client as a result of the delivery being late. 7.7 8. 8.1
- Risk relike to the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following, delivery but prior to ownership passing to the Client, the Contractor is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Contractor is sufficient evidence of the Contractor is night to receive the insurance proceeds without the need for any person dealing with the Contractor to make further enquires. If the Client requests the Contractor to leave Goods to suited the Contractor's premises for the Client's sole risk.
- 8.3
- In the United Requests in eVolutation to leave Goods so the Statistical the Statistical Statistics of Conditions and Interest and Statistics and Interest and Statistics and Interest and Statistics and Interest and

- **9.** 9.1
- Access
  The Client all ensure that the Contractor has clear and free access to the work site at all times to enable them to undertake the Services. The Contractor shall not be liable for any increase to enable them to undertake the Services. The Contractor shall not be liable for any increase the contractor of the Contractor of the Contractor of the Contractor contractor of the Contractor commending any work the Client must advise the Contractor of the procise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer services, pumping services, sewer services, pumping acrosses, sewer services that may be on site.

  Whilst the Contractor will take all care to avoid damage to any underground services that may be on site.

  Whilst the Contractor will take all care to avoid damage to any underground services to indemnify the Contractor in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per datase 1011, however.
- 10.2
- per clause 10.1.

  npliance with Laws

  Client and the Contractor shall comply with the provisions of all statutes, regulations bylaws of government, local and other public authorities that may be applicable to the
- Services.
  The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services. required for the Services.

  The Client agrees that the site will comply with any work health and safety (WHS) laws relating to building/construction sites and any other relevant safety standards or legislation. 11.3
- relating to building/construction sites and any office for the Goods shall not pass until:

  The Contractor and the Client agree that ownership of the Goods shall not pass until: **12.** 12.1

- (a) the Client has paid the Contractor all amounts owing to the Contractor; and (b) the Client has met all of its other obligations to the Contractor. Receipt by the Contractor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, deared or recognised. It is further agreed that:

  (a) until ownership of the Goods passes to the Client in accordance with clause 12.1 that the Client is only a balle of the Goods and must return the Goods to the Contractor on
- the Client holds the benefit of the Client's insurance of the Goods on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed, the Client must not seel, dispose, or otherwise part with possession of the Goods other han in the ordinary course of business and for market value, if the Client selfs, or the contractor and the contractor and the contractor and the contractor and must pay or self-week to the Contractor and the Contrac
- "any such act on trust for the Contractor and must pay or deriver the processor to view intractor and demand on vert or process the Goods or intermix them with other goods in if the Client does so then the Client holds the resulting product on trust for the inefit of the Contractor and must sell, dispose of or return the resulting product to the instruct or as it so directs.

   Client irrevocably authorises the Contractor to enter any premises where the ontractor between the Goods are kept and recover possession of the Goods.

   Contractor believes the Goods are kept and recover possession of the Goods.

   Contractor was previously authorises the Contractor to the Contractor may recover possession of any Goods in transit whether or not delivery or recover.

- 13. 13.1
- f) the Contractor may recover possession of any Goods in transit whether or not delivery has occurred (1) the Contractor may recover possession of any Goods in transit whether or not delivery has occurred (2) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Contractor.

  (i) the Contractor may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

  Personal Property Securities Act 2009 (\*PPSA\*) in this clause financing statement, financing probability interest has the meaning given by the contractor of the Client acknowledges and spreas that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or Soliateral (account) being a monetary obligation of the Client to the Contractor for Services that have previously been supplied and that will be supplied in the future by the Contractor to the Client.

  (a) promptly sign any further documents and/or provide any further information (such information) to be complete, accurate and instances in the Information of the Client and information).
  - client undertakes to:
    Client undertakes on the documents and/or provide any further information (such prompting any number documents and/or provide any further information (such prompting any number accurate and up-to-date in all respects) which the Contractor may reasonably require to:

    (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register:

    (ii) register any other document required to be registered by the PPSA or reliable and upon demand reimburse, the Contractor for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;

  - interectly, not register a financing change statement in respect of a security interest without the prior written consent of the Contractor;
- (c) not register a financing change statement in respect of a security interest without the prior withing consent of the Contractor;

  (d) not register, or permit to be registered, a financing statement or a financing change statement in reliation to the Souds and Contractor of Contractor of Southern of the South South Southern of the South Southern of the Southern of Southern 13.4 13.5 13.6
- 13.7 13.8
- 13.9
- 13) nothing in these terms are consumers and any of the provisions of the PPSA.

  Security and Charge
  any of the provisions of the PPSA.

  Security and Charge
  In consideration of the Contractor agreeing to supply the Goods, the Client charges all of its nights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited by the payment of any money).

  The Client indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Contractor's rights under this clause.

  The Client revocably appoints the Contractor and each director of the Contractor as the Client's fuce and lawful altoney's to perform all necessary acts to give effect to the provisions of file clause 1 including, but not limited to, signing any document on the Client's behalf.

  \*\*Competition and Consumer Act 2010 (CCA)\*\* 14.2
- provisions of this clause 14 including, but not limited to, signing any document on the Client's behalf.

  Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)
  The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify the Contractor in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification, the Client must allow the Contractor to inspect the Goods.

  Contractor in the Client must allow the Contractor to inspect the Goods.

  Contractor in the Client must allow the Contractor to inspect the Goods.

  Contractor in the Contractor to the Contractor of the Contractor carkonwledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

  The Contractor acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

  The Contractor acknowledges that nothing in these terms and conditions of the Contractor acknowledges that nothing in these terms and conditions of the representations under these terms and conditions including but not limited to the quality or stability of the Goods. The Contractor's liability on respect of these warranties is limited to the fullest extent permitted to the fullest extent permitted to the fullest extent permitted in the Market of the Contractor is liability in respect of these warranties is limited to the fullest extent permitted to the fullest e **15.** 15.1

- v.

  the Client is a consumer within the meaning of the CCA, the Contractor's liability is limited the extent permitted by section 64A of Schedule 2.
- In the Lieft is a consumer within the relegating of the QCA, the Contractor's islamity is limited to the extent permitted by section 6AA of Schedule 2.4. the Contractor's islamity is limited to the Cotte 15.7
- possible. Nowthstanding clauses 15.1 to 15.8 but subject to the CCA, the Contractor shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
  - ult of:
    the Client failing to properly maintain or store any Goods;
    the Client using the Goods for any purpose other than that for which they were
- (b) the Client using the Goods for any purpose other than that for which they were designed:
  (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
  (d) the Client continuing the user of the Client of the Client and the Client and the Client actions of the Client acknowledges that it has had full opportunity to inspect the second hand Goods prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by the Contractor as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and calculated the Price of the second hand Goods in relience of this clause 15.10. Nowthistanding anything contained in this clause if the Contractor is required by a law to accept a return then the Contractor will only accept a return on the conditions imposed by that [aw. 15.10
- 15.11
- Notwithstanding anything contained in this clause if the Contractor is required by a serv to accept a return then the Contractor will only accept a return on the conditions imposed by that law.

  Intellectual Property

  Where the Contractor has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Contractor. Under no orrunnstances may such designs, drawings and documents be used to contractor. Under no orrunnstances may such designs, drawings and documents be used to contractor. The Client warrants that all designs, specifications or instructions given to the Contractor will not cause the Contractor to infininge any patent, registered design or trademark in the execution of the Client sorder and the Client agrees to indemnify the Contractor against any action taken by a third party against the Contractor in expect of any such infringement. The Client agrees that the Contractor way (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client down well as before any judgment.

  If the Client owes the Contractor any money monthly are covering the destination of the contractor of the contractor from the date of the contractor from the destination of the contractor 16.2

- 17.4
- 17.5

- lient becomes insolvent, convenes a meeting with its creditors or proposes or into an arrangement with creditors, or makes an assignment for the benefit of its
- creations; or (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
  Cancellation
  Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor was suspend or terminate the supply of Goods to the Client. The Contractor will not be liable to the Client for any loss or damage the Client suffers because the Client and the Client of the Client on Quiving with online the Client are delivered by giving written notice to the Client on Quiving with onlice the Contractor shall near the Client for Quiving with onlice the Contractor shall near the Client and loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits).

- been placed
  Dispute Resolution
  If a dispute arises between the parties to this contract, then either party shall send to the
  other party, a notice of dispute in writing adequately identifying and providing details of the
  dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall
  orier at least once, to attempt to resolve the dispute. At any such conference, aeach party
  shall be represented by a person having authority to agree to a resolution of the dispute,
  the went that the dispute cannot be so resolved either party may by further notice in writing
  delivered by hand or sent by certified mail to the other party refer such rispute to arbitration.

  All preferred to a stople shritten to be nominated by the President of the Institute of
  - Any arbitration shall be:

    (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
    (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
- Conduct of Commercial Arbitration.

  Privacy Act 1988
  The Client grees for the Contractor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit instory) about the Client relation to credit provided by the Contractor.

  The Contractor containing the Contractor may exchange information about the Client with the Contractor credit instory) about a credit instory about a contractor.

- 20.4
- previous credit applications, credit history) about the Client in relation to credit provided by the Contractor. The Client agrees that the Contractor may exchange information about the Client with those credit providers and with related body corporates for the following purposes:

  (a) to assess an application by the Client; and/or (b) carefully contracted the client and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or (d) to assess the creditivothinness of the Client including the Client's repayment history in the preceding two years.

  The Client consents to the Contractor being given a consumer credit report to collect overdup payment on commercial credit. Information provided may be used and retained by the Contractor for the lower gurposes (and for other agreed purposes or required by):

  (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or (c) processing or any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or (s) enabling the collection of amounts outstanding in relation to the Goods.

  The Contractor may give information about the Client to CRB for the following purposes:

  (a) enabling the collection of amounts outstanding in relation to the Goods.
- e contractor may give immomation about the client to a cita for the following purposes: to obtain a consumer credit report, allow the CRB to create or maintain a credit information file about the Client including credit history, information given to the CRB may include: personal information as outlined in 20.1 above; name of the credit provider and that the Contractor is a current credit provider to the Client;
- - (a) personal information as outlined in 20.1 above;
    (b) name of the credit provider and that the Contractor is a current credit provider to the Client.

    (c) identify the credit provider is a licensee;
    (d) whether the credit provider is a licensee;
    (e) details consumer frodit.

    (e) details conseming the Client's application for credit or commercial credit (e.g. date of commencementhermination of the credit account and the amount requested).

    (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client to longer has any overdue accounts and the Contractor has dates of payments, in the contractor and details surrounding that discharge (e.g., information that, in the opinion of the Contractor, the Client has committed a serious credit infringement;

    (a) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dolars (§ 150).

    The Client shall have the right to result the Client relained by the Contractor and the right to request that the Contractor correct any incorrect information; and but the Client of the contractor and the right to request that the Contractor correct any incorrect information, and but the contractor of the contractor and the right to request that the Contractor correct any incorrect information; and the contractor and the right to request that the Contractor correct any incorrect information and the contractor and the right to request the theorem of the contractor and the right to request the theorem of the complaint within the obligations of this agreement or request the beautiful and the complaint within the contractor will respond to that complaint within the resolution provided, the Client can make a complaint to the Information Commissioner at www.oac.gov.au.

    Unpaid Seller's Rights
- 20.8

20.9

- reasonaure situs to make a decision as to the complaint within thinty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au. Unpaid Seller's Rights
  Where the Client has left any item with the Contractor for repair, modification, exchange or for the Contractor to perform any other service in relation to the item and the Contractor has not received or been tendered the whole of any moneys owing to it by the Client, the Contractor that have, until all moneys owing to the Contractor are paid:

  (a) a lien on the Item, and the item, such sale to be undertaken in accordance with any the contractor shall be the sale or disposed of uncolleded goods.

  The lien of the Contractor shall continue despite the commencement of proceedings, or independent of the Contractor shall continue despite the commencement of proceedings, or independent of any moneys owing to the Contractor laying been obtained against the Client. Building and Construction Industry Security of Payments Act 1999
  At the Contractor's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payments Act 1999
  At the Contractor is adjusted to the other permitted by the Act where applicable.
  Any written notice given under this contract shall be deemed to have been given and received.

- elived:

  by handling the notice to the other party, in person;
  by leaving it at the address of the other party as stated in this contract;
  by sending it by registered post to the address of the other party as stated in this
  contract;
- contract;
  (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
  (e) if sent by email to the other party's last known email address.

  Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been

  - Stumin, an architecture of the contract of the contract is acting in the cellevered. Trusts

    Trusts

    Trust and the contract is acting in the label of the contract is acting in the label of the contract is acting in the label of the contract of the contra

  - nts; the removal, replacement or retirement of the Client as trustee of the Trust; any alteration to or variation of the terms of the Trust; any advancement or distribution of capital of the Trust; or any resettlement of the trust property.
  - If any separation or variable to a capital of the Trust; or (a) any active memory of distribution of capital of the Trust; or (b) any resettlement of the trust property.

    General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions that in othe affected, prejudiced or impained. Provision was the provision of these terms and conditions and any contract to which or contractor has its principal place of business, and are subject to the jurisdiction of the courts in New South Wales. Subject to clause 15 the Contractor shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Contractor of these terms and conditions (alternatively the Contractor is liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). The Contractor may lectore and/or assign all or any part of its rights and/or obligations. The Client cannot licence or assign without the written approval of the Contractor. The Contractor may lectore and/or assign all or any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to the Contractor.

    The Client as and understands that they have no authority to the Contractor. The contractor may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the client agrees that the Contractor may amend these terms and conditions by notifying the Client in writing. These changes shall
- 25.4
- 25.5 25.6
- 25.8
  - either party.

    Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.