

# General Terms and Conditions



Kingdom Holdings Pty Ltd  
(trading as Custom Screens and trading as Custom Windows)  
ABN 79 009 184 758  
67 McDonald Cres  
Bassendean WA 6054

## 1. TERMS AND CONDITIONS

1.1 **Currency:** These Terms and Conditions (**Terms**) apply to the supply of all Goods and Services by the Company to you from the date that you accept these Terms.

1.2 **Acceptance:** You accept these Terms when:

- (a) you make an application for credit with the Company;
- (b) you submit an Order or accept a Quote in accordance with clause 2.2 below;
- (c) you accept the provision of any Goods or Services pursuant to an Order;
- (d) you otherwise engage with the Company in relation to the provision of any Goods or Services; or
- (e) you make Payment, or partial Payment, for any Goods or Services supplied by the Company.

## 2. QUOTES & ORDERS

2.1 **Providing a Quote:** The Company may provide to you a Quote relating to the potential supply of Goods or Services, which will include the Price and quantity of the Goods or Services proposed to be supplied by the Company and other relevant details as necessary. A Quote is only valid for 30 days and may be withdrawn by the Company at any time prior to acceptance by you.

2.2 You are taken to have accepted a Quote if you:

- (a) sign the Quote;
- (b) instruct the Company in writing to provide the Goods or perform the Services;
- (c) by conduct, including where you continue to deal with the Company in relation to the Goods or the Service; or
- (d) place an Order for the provisions of the Goods and Services contained in the Quote.

2.3 **Placing an Order:** You may request the supply of Goods and Services by submitting an Order to the Company. All Orders are subject to the Company's review and acceptance at the Company's absolute discretion. All Orders for Goods are subject to the availability of the Goods. If you place an Order, you agree to pay the Price for those Goods and Services. The Company accepts an Order if it gives notice to you in writing of this effect.

2.4 **Additional conditions:** Unless otherwise agreed by the Company in writing, the Company will not be bound by any of your terms or conditions included in any Order (express or implied).

## 3. PRICE

3.1 **Price:** In consideration of the Company providing the Goods and Services, you must pay the Company the Price and any other money due under this Agreement which may be adjusted in accordance with the provisions of this Agreement

3.2 **Additional costs:** In addition to the Price, you agree to pay for all applicable taxes (including GST), charges, levies and delivery costs in relation to the supply of the Goods and Services (**Additional Costs**).

3.3 **Delivery:** The Company reserves the right to use external transport and courier services for delivery of any Goods.

3.4 **Deposit:** The Company may request, in its absolute discretion that you pay a Deposit prior to the provision of the Goods or the performance of the Services. If requested by the Company, you must pay the Deposit within 14 days of the Company accepting the Order or within 14 days from the date of the Quote (as applicable). The Company has no obligation to undertake any Services or supply any Goods until the Deposit has been received by the Company as requested (including for the avoidance of doubt, where the Company has extended a credit facility pursuant to the Credit Application). You acknowledge that any delay in paying the Deposit will result in a delay to the Company commencing the supply of the Goods and performance of the Services.

3.5 **Variation of price:** You agree that the Price and any Additional Costs may be adjusted by the Company to reflect any changes to the actual cost to the Company in manufacturing and supplying the Goods and Services arising from:

- (a) changes in the cost of materials or labour;
- (b) statutory charges, taxes, rates, levies or imposts which the Company are required to pay in relation to the Goods; and
- (c) currency exchange rates.

## 4. PAYMENT TERMS

4.1 **Payment:** Payment by you to the Company shall be made in accordance with:

- (a) the terms set out in the Company's Invoice, otherwise within thirty (30) calendar days from the date of the Company's Invoice; or
- (b) if the Company has approved a Credit Application in respect of the Customer then in accordance with the terms of the Credit Application.

4.2 **Overdue Payments:** Without limiting any of the Company's rights, the Company is entitled to charge interest on all amounts not paid by you, at the Default Interest Rate calculated on a daily basis on all amounts not paid within the time specified in the Company's Invoice.

4.3 **Costs of enforcement:** In addition to the Company's right to charge interest pursuant to clause 4.2, you agree to pay the Company for any reasonable costs the Company incurs in any attempt to collect or recover the Payment of any Invoice, including but not limited to any costs of any debt collector or solicitor (on an indemnity basis).

4.4 **No Set Off:** You are not entitled to set off any amounts owing or due to the Company.

4.5 **Payment Method:** All Payments must be made in cash, immediate electronic funds transfer or bank cheque, unless you are entitled to a credit facility pursuant to a Credit Application in accordance with these Terms.

## 5. VARIATIONS

5.1 **Request for Variation:** You may, by a request in writing to the Company, seek a variation to any of the Goods or Services the subject of an approved Order or Quote.

5.2 **Discretion:** The Company may refuse your request for a variation under clause 5.1 at the Company's sole discretion.

- 5.3 **Variation:** If the Company agrees to a variation requested by you by giving you notice in writing, the cost of the variation and the change to the estimated completion date (if applicable) will be determined by the Company having regard to:
- (a) the rates being derived from the price set out in the Order or pursuant to a Quote; and
  - (b) the Price List.
- 5.4 You agree to pay to the Company the Price and all application Additional Costs applicable to the variation in accordance with this Agreement.
- 6. PERFORMANCE AND GOODS**
- 6.1 **Scope of Works:** The Company will supply the Goods and/or Services in accordance with the specification and quantities set out in the approved Order or pursuant to the Quote (as applicable).
- 6.2 **Supply of Goods:** The Company will supply Goods and/or perform Services of suitable standard for the purpose of which they are intended. Unless otherwise specified, all Goods will be new.
- 6.3 **Performance of Services:** The Company will perform the Services with due care and skill and in a proper and workmanlike manner.
- 6.4 **Intellectual Property:** The Company retains all Intellectual Property rights in the Goods and the Services and the specifications, formulas, manufacturing processes, and materials, plans designs and documents prepared by the Company in connection with the supply of the Goods or the performance of the Services.
- 6.5 **Confidentiality:** You must keep confidential the Price, all technical and commercial information, and know-how, specifications, inventions, processes or designs which are of a confidential nature and have been disclosed to, or comes to the knowledge of, you or your Personnel which relates to the Company's business or the supply of the Goods or Services.
- 6.6 **Completion date:** The Company will use its best endeavours to supply the Goods and/or complete the Services by the time stated within the Order or Quote (as applicable) (**Completion Date**).
- 6.7 **Force Majeure Event:** If a Force Majeure Event occurs that causes a delay to the supply of any Goods or the performance of the Services, the Company will notify you in writing of such event and the Company will be entitled to an extension to the time to supply the Goods and/or perform the Services that corresponds with the delay caused by the Force Majeure Event. If the Services have not been provided or the Goods have not been delivered (as applicable) within 90 days of the Completion Date, then either party may terminate this Agreement by notice in writing to the other Party.
- 7. CREDIT**
- 7.1 **Credit Terms:** You acknowledge that you do not have a right to receive Goods or Services from the Company on credit terms.
- 7.2 **Credit Application:** If you wish for the provision of Goods or Services to be provided on credit terms, then you must complete and submit the Company's Credit Application. The Company may in its discretion reject any Credit Application provided by you. The Customer may request any further information to be provided by the you that is required to assess the Credit Application or credit facility, including in circumstances where you wish to increase the credit limit.
- 7.3 The Company can suspend, withdraw or decrease the credit limit applicable at any time.
- 7.4 If at any time, the Company comes to the reasonable opinion that your financial position has changed adversely since such time as the Company approved the Credit Application, the Company may refuse to extend any further credit to you and refuse to increase your credit limit, in its absolute discretion.
- 7.5 If a Credit Application is submitted by you and accepted by the Company in accordance with its terms, then the Credit Application is incorporated into and forms part of the agreement between the parties.
- 8.** To the extent of any inconsistency between these Terms and the terms of the Credit Application, the terms of the Credit Application will prevail.
- 9. CUSTOM GOODS**
- 9.1 **Custom Goods:** The Customer may request that the Company provides Goods with a particular specification or formula that is provided by you. If the Company accepts a request for custom goods under an Order or specifies goods as custom goods in a Quote, the Goods supplied under that Order or Quote as applicable are Custom Goods.
- 9.2 **Specifications:** In making a request for Custom Goods, you must provide to the Company, in writing:
- (a) detailed specifications and/or formula of the Custom Goods proposed to be manufactured in the format approved by the Company in accordance with the Company's manufacturing guidelines (as amended from time to time); and
  - (b) details of any special requirements for the Custom Goods,
- which must be approved by the Company in writing before acceptance of any Order for Custom Goods.
- 9.3 **Manufacture of Custom Goods:** Once an Order for Custom Goods has been approved, the Company will manufacture the Custom Goods according to the specifications approved by the Company under clause 9.2.
- 9.4 **Custom Goods Formula:** In placing an order for Custom Goods from the Company, you:
- (a) warrant that all information and specifications supplied to the Company in relation to the Custom Goods is complete, accurate and suitable for your intended purpose;
  - (b) must obtain all approvals, consents, authorisations, registrations and licences required under any law or by any authority as necessary for the use or installation of the Goods;
  - (c) grant the Company a non-exclusive, transferrable and perpetual licence to use any Intellectual Property existing or created in connection with, relating to or arising from the manufacturing of the Custom Goods;
  - (d) to the extent permitted by law, agree you are entirely responsible for all risk and liability in the specifications and formula for the Custom Goods; and
  - (e) agree to release the Company and indemnify it against any claim, loss or damage the Company suffers in connection with, relating to or arising from the constitution, specifications or formula of the Custom Goods.

- 9.5 **Exclusivity:** You acknowledge that the Company is not exclusively bound to manufacture Custom Goods for you and may manufacture Custom Goods for other customers and clients.
- 10. RESALE**
- 10.1 **Application:** This clause 10 applies where you are a reseller of Goods.
- 10.2 **Prices:** The Company may provide to the Customer, by way of recommendation only, a list of prices at which the Goods may be resold.
- 10.3 **ACL:** The parties agree for the purposes of section 48 of the *Competition and Consumer Act 2010 (Cth)* that:
- (a) the prices set out in that list are only recommended prices and there is no obligation on the part of the reseller to comply with those recommendations; and
  - (b) this clause 10.2 is taken to be incorporated by reference into every price list issued by the Company to you under these Terms and Conditions.
- 10.4 **Loss-leader:** You must not:
- (a) engage in any activity which may constitute 'loss leader selling'; or
  - (b) arrange special sale events or markdowns events, without having received the Company's prior written consent.
- 10.5 **Representations:** You must not make any representation, give any warranty or unsubstantiated claims for the Goods other than those contained in Company's conditions of sale as current at the time of the offering for sale.
- 10.6 **Alteration of Goods:** You must not alter, open or in any way tamper with any Goods or any marks or numbers appearing on the Goods, without having received the Company's prior written consent.
- 10.7 **Intellectual Property:** you must not use the Company's trade mark or Intellectual Property without having received the Company's prior written consent.
- 11. DELIVERY**
- 11.1 **Delivery of Goods:** Delivery will take place when the Goods are delivered to your address. You will make necessary arrangements to take delivery of the Goods when they are tendered for delivery. If you are unable to take delivery the Company is entitled to charge you and costs incurred in connection with redelivery of the Goods.
- 11.2 **Supply of Services:** The Company will supply the Services in accordance with the specifications set out in the Quote or Order. You must:
- (a) Arrange for the Company and our Personnel to have access to your premises to install the Goods and perform the Services;
  - (b) Ensure you have sufficient public liability insurance to cover the Services conducted at your premises;
- 11.3 **Delay:** The Company is not liable for any Claim arising from any delay in delivering the Goods or providing the Services, except where the delay is due to the reckless, negligent or wilful act or omission of the Company.
- 12. DEFECTS**
- 12.1 This clause 12 is subject to clause 13 (Exclusions & Limitations) and any other statutory or legal right whether under these Terms or otherwise.
- 12.2 **Notification of defects:** You must notify the Company in writing of any major or material omissions or defects in the Goods or Services ("**Defective Goods**") within 14 days following the provision of the Services or delivery of the Goods as applicable. The Company will inspect and test the Defective Goods within 10 Business Days of receiving a notice by you in accordance with this clause.
- 12.3 **Exclusion:** Defective Goods exclude any damage caused by you or any third party or where the Goods are defective due to the reasons set out in clause 13.4.
- 12.4 **Make good defects:** The Company will make good, at the Company's cost, any Goods that are proven by the Company to be Defective Goods by either (at the Company's election):
- (a) repairing or rectifying the Defective Goods; or
  - (b) replacing and redelivering (and if applicable, re-installing) the Defective Goods to you.
- 12.5 **Exclusion of liability:** The Company will have no liability under this clause 12 for any Defective Goods where you fail to notify the Company within the period specified in clause 12.2.
- 12.6 **Excluded rights:** All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to these Terms, that are not contained in it, are excluded to the fullest extent permitted by law.
- 13. EXCLUSIONS & LIMITATIONS**
- 13.1 **Limitations:** No warranty is given and the Company will not be liable for any Claim or loss caused by any factors beyond the Company's control.
- 13.2 **Indirect loss:** Neither party will be liable for any special, indirect, consequential or economic loss including loss of profits, loss of revenue, loss of production or loss of contract (in contract or tort or arising from any other cause of action) suffered by the other party.
- 13.3 **Total liability:** To the extent permitted by law, the Company's total liability to you for any Claim under or relating to this Agreement is limited at the Company's option to:
- (a) the repair or rectification of the Goods; or
  - (b) the reasonable direct costs of replacing the Goods and/or re-performing the Services.
- 13.4 **Conditions or repair and replacement of Goods:** To the fullest extent permitted by law, the Company will not be liable to repair or replace any Goods where the Goods are defective due to:
- (a) the use of any materials in the Goods supplied by you;
  - (b) improper adjustment, calibration or operation by you;
  - (c) any modifications of the Goods which were not authorised in writing by the Company;
  - (d) incorrect or inaccurate information provided by you.
  - (e) any misuse of the Goods by anybody other than the Company; or
  - (f) inadequate or improper storage or maintenance of the Goods.

- 13.5 **Liability and Indemnity:** Subject to clauses 13.2 and 13.3, each party is liable for and must indemnify the other from and against any Claim arising out of or in connection with a:
- reckless or wilful act or omission by that party; or
  - a breach of this Agreement or law by that Party,  
to the extent that the Claim was not caused by or contributed to the other party.
- 13.6 **Liability of Company:** The Company will not be liable for, and you release and indemnify the Company against, all Claims suffered by you or any third party from or in connection with:
- the Company's supply of the Goods or provision of the Services;
  - the provision of incorrect or inaccurate information provided by you to the Company in relation to the Goods and Services; and
  - any acts or omissions of third parties, including where a third party is responsible for installation of the Goods,
- except where the Company is liable to indemnify you under clause 13.5.
- 13.7 **Advice:** Any advice, recommendation, information, assistance or service given by the Company in relation to Goods or Services, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty or accuracy, appropriateness or reliability. The Company does not accept any liability or responsibility for any loss or damage suffered as a result of any reliance on such advice, recommendation, information, assistance or service.
- 14. RISK & TITLE**
- 14.1 **Subject to the PPSA:** The provisions of this clause 14 are subject to the provisions of the PPSA and any security interest granted in the Goods.
- 14.2 **Passing of risk:** The risk in the Goods shall pass to you upon the delivery of the Goods to the address for delivery in the Order, or if the Goods are to be installed by the Company, when those Services have been completed.
- 14.3 **Possession as bailee:** After delivery of the Goods, until the full Payment has been made, you shall possess the Goods as bailee only.
- 14.4 **Title:** The Company will retain absolute title over the Goods until the Company have received Payment in full in respect of the Goods.
- 14.5 **Identification:** Until full title in the Goods has passed to you, you will ensure that:
- any identifying plate, mark or packaging number on any of the Goods is not removed, defaced or obliterated; and
  - the Goods are identifiable and distinguishable from any other goods that may be in your possession and as to each particular Invoice of Goods.
- 15. PPSA**
- 15.1 **Charge:** As security for the payment of all amounts which from time to time may be payable by the you to the Company and the performance of all of the Applicant's obligations under this Agreement you hereby charge in favour of the Company all of your present and after acquired real and personal property (including all personal property as defined by the PPSA).
- 15.2 **Security Interest:** You agree that this clause constitutes a security interest for the purpose of the PPSA and that the Company may make a registration in respect of that security interest on the PPSR and waive any right you may have to receive any notice under the PPSA (including a notice of a verification statement), to the extent permitted by the PPSA.
- 15.3 **Execution of Documents:** You agree to execute all documents and do any things necessary as required by the Company to effect and maintain any registration contemplated by this clause, including a registration on the PPSR under this clause or a subject to claim caveat or mortgage over your real property.
- 15.4 Words defined in this clause which are not otherwise defined have the meaning given to it in the PPSA.
- 16. GST**
- 16.1 **Prices exclusive of GST:** Unless otherwise agreed, prices with respect to any taxable supply are exclusive of GST.
- 16.2 **GST payable in addition:** You must pay to the Company all GST in addition to any other amounts payable by you to the Company, which will be payable by you when required to pay for the Goods or the Services.
- 16.3 **Issue of tax invoice:** The Company will issue a tax invoice for any taxable supply to you, which will enable you, if permitted by the GST Law, to claim a credit for GST paid by you.
- 16.4 **Third party supplies:** If GST is payable for a taxable supply by a third party, the Company will request that party to provide you with a tax invoice.
- 17. TERMINATION**
- 17.1 **Termination by You:** You may terminate this Agreement by notice in writing if the Company materially breaches this Agreement and fails to remedy that breach within 10 Business Days from receiving notice by you setting out that breach.
- 17.2 **Termination by Company:** The Company may terminate this Agreement by notice in writing if:
- You breach this Agreement and fail to remedy that breach within 10 Business Days of notice by the Company setting out that breach;
  - If the Company is unable to obtain sufficient stocks of the Goods or are unable to source sufficient workforce to complete the supply of the Services, and the Company will refund you any Deposit paid in these circumstances within 30 days of termination; or
  - if a Default Event occurs.
- 17.3 **Effect of Termination:** If this Agreement is terminated for any reason:
- all outstanding Invoices any other money under this Agreement (including any interest if applicable) become immediately due and payable;
  - except where the Agreement is terminated in accordance with clause 17.1 or 17.2(b), in respect of any Services which have been performed by the Company or commenced (including the procurement or partial procurement of materials or Goods) including Goods which have not yet been delivered to

- you and for which no Invoice has yet been provided, the Company will provide an Invoice to you as soon as practicable for the value of the actual costs incurred by the Company for:
- (i) procuring those materials or Goods; and/or
  - (ii) performing or partially performing the Services (as applicable)
- and you must pay that Invoice in accordance with this Agreement. The Company will deliver to you the Goods and/or Services on payment of that Invoice; and
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at the expiry on termination will not be affected, including the right to claim damages in respect of any breach of the Agreement which existed before termination.
- 18. AUSTRALIAN CONSUMER LAW**
- 18.1 The Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
- (a) to cancel your service contract with us; and
  - (b) to a refund for the unused portion, or to compensation for its reduced value.
- 18.2 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.
- 19. GENERAL**
- 19.1 **Notice:** Any notice, request, consent, demand or application required to be given by you or the Company to the other pursuant to this Agreement:
- (a) must be in English and in writing; and
  - (b) must be either:
    - (i) delivered to the other party personally; or
    - (ii) left at the address or sent by prepaid post addressed to the other parties address; or
    - (iii) sent by email addressed to the other party.
- 19.2 **Binding:** This Agreement shall bind the party's successors, administrators and permitted assigns and your executors and permitted assigns, or being a company, its successors, administrators and permitted assigns.
- 19.3 **Assignment:** The Company may, upon providing written notice to you, assign, sub-contract or otherwise delegate the Company's rights or obligations under this Agreement provided the assignee can carry out the obligations of the Company under this Agreement. You may not assign, sub-contract or otherwise delegate (including to a trustee holding on trust for your benefit) any of your rights or obligations under this Agreement without the Company's prior written consent, which must not be unreasonably withheld.
- 19.4 **New Terms:** The Company may amend these Terms from time to time in relation to the future supply of Goods or Services to you. If the Company amends these Terms:
- (a) you will be given written notice if you are a customer of the Company at the relevant time; and
  - (b) unless otherwise agreed, they will apply to the supply of Goods and Services after you accept a Quote or place an Order under clause 2.
- If you do not accept the revised terms, you may cease placing Orders or accepting Quotes.
- 19.5 **Severability:** Each clause in these Terms is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.
- 19.6 **No merger:** These Terms do not merge on completion of an Order.
- 19.7 **Waiver:** No failure, delay, relation or indulgence in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.
- 19.8 **Entire Agreement:** These Terms, the Order and/or Quote (as applicable) and the Credit Application constitute the entire agreement between the parties.
- 19.9 **Governing law:** This Agreement shall be governed by the laws of the State of Western Australia.
- 20. INTERPRETATION & DEFINITIONS**
- 20.1 **Personal pronouns:** Except where the context otherwise provides or requires:
- (a) the terms you or your refers to the Customer.
- 20.2 **Defined terms:** In these Terms, unless otherwise provided, the following terms shall have their meaning as specified:
- ACL** means the *Australian Consumer Law under the Consumer and Competition Act 2010 (Cth)* as amended.
- Additional Costs** has the meaning given to it in clause 3.2.
- Agreement** means these Terms, any Order and/or Quote, and the Credit Application (as applicable).
- Claim** means any loss, damage, proceeding, claim, notice, action, or judgement whether based in contract, tort, statute or otherwise.
- Company** means Kingdom Holdings Pty Ltd (ACN 009 184 758) trading as Custom Screens and Custom Windows.
- Custom Goods** means Goods supplied under clause 7.
- Customer** means any person or entity that places an Order with the Company, accepts a Quote or submits a Credit Application including any entity or person named as the 'customer' in an Order, Quote or Credit Application.
- Credit Application** means the Company's Credit Application Form which includes the Credit Terms and Conditions.
- Default Event** means any one of the following events:
- (a) you fail to make any Payment within 7 days of the date that it is due; or
  - (b) an Insolvency Event occurs.
- Default Interest** means interest at the rate of 9% per annum.
- Deposit** means the deposit amount as set out in any Order or Quote or otherwise advised by the Company to you in writing.

**Force Majeure Event** means circumstances beyond the Company's reasonable control including, but not be limited to compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency, civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, labour or material shortages, riots, insurrections, pandemics, epidemics, defaults of the Company's suppliers or subcontractors, delays in transportation or other supply chain delays or events which are beyond the reasonable control of the Company, or loss or damage to Goods in transit.

**Goods** means goods supplied by the Company from time to time and includes Custom Goods.

**GST** means a goods and services tax, or a similar value added tax, levied or imposed by the GST Law.

**GST Law** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insolvency Event** means the occurrence of any of the following events in relation to a party:

- (a) the party is (or state that they are) bankrupt (as defined by the Bankruptcy Act 1966 (Cth));
- (b) the party is (or state that they are) an insolvent under administration or insolvent (each as defined by the Corporations Act);
- (c) the party is taken (under section 459F of the Corporations Act) to have failed to comply with a statutory demand;
- (d) the party has a receiver, manager, receiver and manager or a controller (each as defined in the Corporations Act) appointed in respect of its business or any of its assets;
- (e) the party is taken to be in winding up (pursuant to section 513A or 513B of the Corporations Act 2001);
- (f) the party enters into (under section 435C(1) of the Corporations Act 2001) any form of administration;
- (g) the party is subject to any arrangement, moratorium, protected from creditors under any statute, or in any other arrangement for the benefit of the creditors;
- (h) an application or order has been made, resolution passed, proposal put forward, or any other action taken which is preparatory to or could result in any of the things referred to above; or
- (i) something having a substantially similar effect to any of the things referred to above happens in connection with the party under the law of any jurisdiction.

**Intellectual Property** includes all inventions, patents, trademarks, designs, copyright, technical know-how and commercially sensitive, confidential or valuable information including but not limited to specifications, ingredients, formulas and manufacturing processes whether registered or unregistered.

**Invoice** unless otherwise agreed means the invoice issued by the Company to you upon provision of the Goods or Services specified in your Order or Quote.

**Order** means an order for supply of Goods or Services in writing received by the Company.

**Payment** means payment of any amount (including the Price and the Additional Costs) relating to the Goods or Services in accordance with these Terms.

**Personnel** means a party's employees, contractors, directors, officers and agents.

**PPSA** means the *Personal Property Securities Act 2009* (Cth) as amended, including any regulations made pursuant to it.

**PPSR** means the Personal Property Securities Register.

**Price** means the price specified in the Quote or Order as applicable (and if not otherwise set out in the Quote or Order, the price for Goods and Services set out in the Price List).

**Price List** means the price list for Goods and Services provided by the Company to you from time to time.

**Services** means any services to be provided to you by the Company including consultations and the manufacture and installation of any Goods.

**Quote** means a quotation by the Company for the provision of Goods and/or Services containing details as specified in clause 2.1.