

## **Duracube – Terms of Trade**

**1st September 2024**

### **1. Definitions and interpretation**

- 1.1 "Consequential Loss" means any loss which is indirect or consequential, including loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, loss of data, loss of interest, damage to credit rating, or loss or denial of opportunity.
- 1.2 "Contract" means, unless agreed in writing between the parties:
- (a) these Terms of Trade;
  - (b) the Duracube Warranty, which is accessible at [duracube.com.au](http://duracube.com.au); and
  - (c) the Order Confirmation issued by Duracube to the Purchaser.
- 1.3 "Duracube" means The Almar Group Pty Ltd T/A Duracube ABN 60 600 169 588, 13 Pulman Place, Emu Plains NSW 2750, its successors and assigns or any person acting on behalf of and with the authority of The Almar Group Pty Ltd T/A Duracube.
- 1.4 "Goods" means the goods to be supplied by Duracube to the Purchaser, as specified in the Order Confirmation.
- 1.5 "GST" has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.6 "Order Confirmation" means the order confirmation issued by Duracube outlining the specific Goods and Services to be supplied to the Purchaser.
- 1.7 "Price" means the price payable for the Goods and Services in accordance with clause 4 below.
- 1.8 "Purchaser" means the person/s buying the Goods and/or Services as specified in the Order Confirmation, and if there is more than one purchaser referred to in the Order Confirmation, a reference to the Purchaser is to each to each purchaser, jointly and severally.
- 1.9 "Services" means all services to be supplied by Duracube to the Purchaser as stated in the Order Confirmation or as agreed from time to time, including installation of the Goods.
- 1.10 Where the context so permits:
- (a) the terms 'Goods' or 'Services' are interchangeable for the other;
  - (b) references to any legislation includes all delegated legislation made under it and includes all amendments or replacements made from time to time;
  - (c) the words 'include', 'including', 'for example', or any form of those words or similar expressions will not limit what else is included and must be construed as if they were followed by the words 'without limitation';
  - (d) the singular includes the plural and the plural includes the singular; and
  - (e) other capitalised grammatical forms of defined words or phrases have a corresponding meaning.

### **2. Contract formation**

- 2.1 The parties are taken to have entered into a legally binding agreement comprising the Contract upon the earlier of:
- (a) Duracube accepting the Purchaser's order for Goods by issuing an Order Confirmation to the Purchaser; and
  - (b) the Purchaser accepting Delivery of the Goods.
- 2.2 The Contract may only be amended by agreement in writing and will prevail to the extent of any inconsistency with any other document or agreement between the Purchaser and

Duracube. (Duracube may alter these Terms of Trade from time to time by publishing an updated version on Duracube's website. The updated version of the Terms of Trade will apply to Contracts entered into after the date of publication).

- 2.3 The Purchaser acknowledges and agrees that subject to its terms, the Duracube Warranty applies to some goods supplied by Duracube. The terms of the Duracube Warranty (if applicable) are subject to these Terms of Trade, including clause 11.

### **3. Change in Control**

- 3.1 The Purchaser must give Duracube not less than fourteen (14) days prior written notice of any proposed change of ownership of the Purchaser and/or any other change in the Purchaser's details (including but not limited to, changes in the Purchaser's name, address, contact phone or fax number/s, or business practice). The Purchaser will be liable for any loss incurred by Duracube as a result of the Purchaser's failure to comply with this clause.

### **4. Price and Payment**

- 4.1 Unless otherwise agreed in writing, the Price payable for the Goods and Services will be:
- (a) Duracube's quoted Price contained in the Order Confirmation; or
  - (b) if the Price is subject to change under clause 4.2 after the Order Confirmation, then the Price will be as indicated on the invoice provided by Duracube to the Purchaser.

All Prices quoted are in Australian dollars and except as otherwise expressly stated, are exclusive of insurance, delivery charges, credit card surcharges, GST and any other sales, value added or similar tax.

- 4.2 Duracube reserves the right to change the Price stated in the Order Confirmation:
- (a) if the Purchaser and Duracube agree to amend the Goods or Services or other details stated in the Order Confirmation; or
  - (b) if Duracube determines, acting reasonably, that changes to the Goods or Services or other details stated in the Order Confirmation are required, including due to the discovery of site conditions in connection with the Goods or Services (including, but not limited to, limitations to accessing the site, safety considerations, prerequisite work by any third party not being completed, change of design, obscured building defects etc).
- 4.3 Where Services are included in the Order Confirmation, an allowance of thirty (30) minutes has been included in Duracube's quotation for completion of a WHS induction. In the event that the induction exceeds thirty (30) minutes in time, then Duracube will be entitled to amend the price to charge the Purchaser for any additional time spent at Duracube's usual hourly rate in accordance with clause 4.2.
- 4.4 Time for payment being of the essence, the Purchaser must pay the full Price without deduction, retention or set off of any other amounts and at the time stated in the Order Confirmation. If no such time is stated then the Price will be payable to Duracube within seven (7) days following the date of any invoice given to the Purchaser by Duracube.
- 4.5 At Duracube's sole discretion, a non-refundable deposit may be required as stated in the Order Confirmation. The amount and time for payment of the deposit will be as specified by Duracube. The amount of the deposit will form part of the Price.
- 4.6 Payment may be made by cash, or if agreed between the parties then, by cheque, bank cheque, electronic/on-line banking, credit card (in which case a surcharge of up to three percent (3%) of the Price).
- 4.7 Unless otherwise stated in the Order Confirmation, the Price does not include GST. In addition to the Price, the Purchaser must pay to Duracube an amount equal to any GST Duracube must pay for any supply by Duracube under the Contract. The Purchaser must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Purchaser pays the Price. In addition, the Purchaser must pay any other taxes and duties that may be applicable except where they are expressly included in the Price.

### **5. Delivery of Goods and Services**

- 5.1 Delivery ("Delivery") of the Goods is taken to occur at the earlier time that:
- (a) the Purchaser or the Purchaser's nominated carrier takes possession of the Goods at Duracube's address; or
  - (b) Duracube (or Duracube's nominated carrier) delivers the Goods to the Purchaser's nominated address even if the Purchaser is not present at the address.
- 5.2 The price of Delivery is included in the Price if stated in the Order Confirmation or the invoice as applicable.
- 5.3 The Purchaser must accept Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. If Duracube is not granted access to the site for Delivery, then Duracube will be entitled to charge a reasonable fee for return to Duracube premises and/or storage and any redelivery will be at the cost of the Purchaser.
- 5.4 Duracube may deliver the Goods in separate instalments. Each separate instalment will be invoiced and paid in accordance with the Contract.
- 5.5 Duracube will use reasonable endeavours to Deliver the Goods and perform the Services within the time agreed with the Purchaser in the Order Confirmation or as otherwise agreed between the parties or as soon as reasonably possible after that time. Delivery and the Services commencement and completion dates will be extended by a reasonable period if Duracube is delayed by an event beyond Duracube's reasonable control.

## **6. Access**

- 6.1 The Purchaser shall ensure that Duracube has clear and free access to the site at all times to enable Duracube to undertake the Services. Duracube shall not be liable for any loss or damage to the premises (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Duracube.
- 6.2 The Purchaser warrants that the site and equipment in or upon which the Services are to be performed is sound and suitable for the Goods and performance of the Services.
- 6.3 The Purchaser must ensure that Duracube has clear and free access to the site at all times to enable Duracube to undertake the Services and must provide the use of a free 240V power source.
- 6.4 In the event that Duracube is refused access to the site at the times agreed or is unable to complete a measurement check and/or installation at the arranged time due to the site not being ready (as determined by Duracube, acting reasonably) and/or due to any act or omission of the Purchaser and/or third party, then Duracube will be entitled to increase the Price to include any additional costs incurred by Duracube as a direct consequence of any resultant delay or rescheduling of such measurement check and/or installation.

## **7. Risk**

- 7.1 Risk of damage to or loss of the Goods passes to the Purchaser on Delivery and the Purchaser should insure the Goods on or before Delivery.
- 7.2 If any of the Goods are lost, stolen, damaged or destroyed following Delivery, but prior to ownership passing to the Purchaser, Duracube is entitled to receive all insurance proceeds payable for the Goods, where such insurance was taken out by the Purchaser, as part payment of the Price. The production of these terms and conditions by Duracube is sufficient evidence of Duracube's rights to receive the insurance proceeds without the need for any person dealing with Duracube to make further enquiries.
- 7.3 The Purchaser acknowledges that Goods supplied may exhibit variations in shade tone, colour, texture, surface and finish, and may fade or change colour over time. Duracube will make efforts to match batches of product supplied in order to minimise such variations but will not be liable in any way whatsoever where such variations occur.
- 7.4 All specifications of the Goods are as per Duracube's standard specifications, unless otherwise stated.
- 7.5 Duracube is not liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the Services and work incidental thereto.

- 7.6 Where installation of Goods is not provided by Duracube, Duracube will not be liable for any loss or damage arising out of incorrect or faulty installation.
- 7.7 Any advice, recommendation, information, assistance or service provided by Duracube in relation to Goods or Services, is given in good faith, is based on Duracube's own knowledge and experience. The Purchaser must undertake its own enquiries and confirm the accuracy and reliability of the same in light of the use to which the Purchaser makes or intends to make of the Goods or Services.

## **8. Title**

- 8.1 The Purchaser must ensure that the Goods are not damaged or destroyed or lost or stolen after Delivery but prior to ownership passing in accordance with this clause 8.
- 8.2 Duracube and the Purchaser agree that ownership of the Goods will not pass until:
- (a) the Purchaser has paid Duracube all amounts owing to Duracube under the Contract; and
  - (b) the Purchaser has met all of its other obligations to Duracube under the Contract.
- 8.3 Receipt by Duracube of any form of payment other than cash will not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 8.4 It is further agreed that, until ownership of the Goods passes:
- (a) the Purchaser is only a bailee of the Goods and must ensure that the Goods are not damaged or destroyed and must return the Goods to Duracube upon request;
  - (b) the Purchaser holds the benefit of the Purchaser's insurance of the Goods on trust for Duracube and must pay to Duracube the proceeds of any insurance in the event of the Goods being lost, stolen, damaged or destroyed;
  - (c) the Purchaser must not sell, dispose, or otherwise part with possession of the Goods;
  - (d) the Purchaser must not convert or process the Goods or intermix them with other goods, but if the Purchaser does so, then the Purchaser holds the resulting product on trust for the benefit of Duracube and must sell, dispose of or return the resulting product to Duracube as it so directs;
  - (e) the Purchaser irrevocably authorises Duracube to enter any site where Duracube believes the Goods are kept and recover possession of the Goods;
  - (f) Duracube may recover possession of any Goods in transit whether or not Delivery has occurred;
  - (g) the Purchaser must not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods; and
  - (h) Duracube may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not yet passed to the Purchaser due to the Purchaser's failure to comply with clause 4.1.

## **9. Personal Property Securities Act 2009 (Cth) ("PPSA")**

- 9.1 In this clause, Financing Statement, Financing Change Statement, Security Agreement, and Security Interest has the meaning given to it by the PPSA.
- 9.2 The Purchaser acknowledges and agrees that the Contract constitutes a Security Agreement for the purposes of the PPSA and creates a Security Interest in all Goods supplied by Duracube to the Purchaser.
- 9.3 The Purchaser undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Duracube 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
  - (iii) correct a defect in a statement referred to in clause 9.3(a)(i) or 9.3(a)(ii);
- (b) indemnify, and upon demand reimburse, Duracube 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;
  - (c) not register a Financing Change Statement in respect of a Security Interest without the prior written consent of Duracube;
  - (d) not register, or permit to be registered, a Financing Statement or a Financing Change Statement in relation to the Goods in favour of a third party without the prior written consent of Duracube; and
  - (e) immediately advise Duracube of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 9.4 Duracube and the Purchaser agree that sections 96, 115 and 125 of the PPSA do not apply to the Security Agreement created by these terms and conditions.
- 9.5 The Purchaser waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 9.6 The Purchaser waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 9.7 Unless otherwise agreed to in writing by Duracube, the Purchaser waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 9.8 The Purchaser must unconditionally ratify any actions taken by Duracube under clauses 9.3 to 9.7.
- 9.9 Nothing in the Contract is intended to have the effect of contracting out of any of the provisions of the PPSA that cannot be contracted out of under law.

## **10. Security and Charge**

- 10.1 In consideration of Duracube agreeing to supply the Goods, the Purchaser charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Purchaser either now or in the future, to secure the performance by the Purchaser of its obligations under the Contract (including, but not limited to, the payment of any money).
- 10.2 The Purchaser indemnifies Duracube from and against all Duracube's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Duracube's rights under this clause. Such obligation to indemnify is reduced proportionately to the extent that a negligent act or omission of Duracube causes the cost or disbursement.
- 10.3 The Purchaser irrevocably appoints Duracube and each director of Duracube as the Purchaser's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Purchaser's behalf.

## **11. Warranties and Liability**

- 11.1 The Purchaser must inspect the Goods on Delivery and must, within seven (7) days of Delivery, notify Duracube in writing of any evident Defect/damage, shortage in quantity, or failure to comply with the description or Order Confirmation.
- 11.2 Under applicable State, Territory and Commonwealth Law, certain statutory terms may not be excluded, restricted or modified ("Non-Excluded Conditions"). Nothing in the Contract excludes, restricts or modifies any Non-Excluded Conditions.
- 11.3 Except as expressly set out in the Contract or in respect of the Non-Excluded Conditions, the Purchaser acknowledges:

- (a) variations may occur in the colour and texture of the Goods and Duracube gives no warranty or guarantee that the Goods will correspond in appearance with any sample, display or Goods previously shown or sold to the Purchaser;
- (b) neither Duracube, nor any person purporting to act on its behalf, has made any representation which is not expressly set out in writing, regarding the quality, condition, colour, merchantability, or fitness of the Goods for any particular purpose; and
- (c) the Purchaser alone is responsible for determining whether the Goods are suitable for the purpose for which the Purchaser intends to use them.

11.4 Subject to any Non-Excluded Conditions, to the extent permitted by law:

- (a) each party excludes all liability to the other for any Consequential Loss;
- (b) all implied terms, whether statutory or otherwise, are excluded in relation to the Goods and Services;
- (c) Duracube's liability for any loss, including for breaches of Non-Excluded Conditions, is limited to:
  - (i) in the case of Goods:
    - (A) the replacement of the Goods or the supply of equivalent goods; or
    - (B) the payment of the reasonable cost of replacing the Goods or of acquiring equivalent goods; and
  - (ii) in the case of Services:
    - (A) the supplying of the Services again; or
    - (B) the payment of the cost of having the Services supplied again; and
- (d) each party's liability for any loss arising in connection with the Contract is limited to the total Price.

11.5 To the extent permitted by law, returns will only be accepted where:

- (a) required by law; or
- (b) agreed with Duracube and the Purchaser complies with the Contract.

11.6 This Warranty does not cover, and Duracube is not liable for, Defects, damage or failure caused by:

- (a) an act or omission of a person other than Duracube (or its subcontractors and suppliers);
- (b) damage caused to the Duracube Partitioning and Seating Solution after supply of the Duracube Partitioning and Seating Solution that does not arise out of the state or condition of the Duracube Partitioning and Seating Solution at the time of supply; or
- (c) without limiting paragraph a) or b):
  - (i) failure to follow any procedures recommended by Duracube for the installation of the Goods (unless installation is carried out by Duracube) or procedures outlined in the in the in the product literature published by Duracube for the use or maintenance of the Goods;
  - (ii) physical abuse, misuse, vandalism, accidents, exposure to excessive moisture, exposure to extreme heats, the use of solvents or inappropriate cleaning products/ materials;
  - (iii) 'wear and tear', scratches, scuffs, burns, stains, wipe marks on darker colour surfaces, exposure to chemical products; or
  - (iv) the Goods being used in applications that are not recommended by Duracube in the product literature published by Duracube, including in outdoor application.

## **12. Intellectual Property**

- 12.1 All of Duracube's designs, drawings or developed Goods made for the Purchaser will remain the property of Duracube.
- 12.2 The Purchaser warrants that all designs, specifications or instructions given to Duracube will not cause Duracube to infringe any patent, registered design or trademark in the execution of the Purchaser's order and the Purchaser agrees to indemnify Duracube against any action taken by a third party against Duracube in respect of any such infringement.
- 12.3 The Purchaser agrees that Duracube may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Duracube has created for the Purchaser.

## **13. Default and Consequences of Default**

- 13.1 Without prejudice to any other remedies Duracube may have, if the Purchaser is in breach of any obligation under the Contract, Duracube may suspend, cancel or terminate the supply of Goods or Services to the Purchaser. Duracube will not be liable to the Purchaser for any loss or damage the Purchaser suffers because Duracube has exercised its rights under this clause.
- 13.2 If Duracube exercises its rights under clause 13.1, all amounts owing to Duracube for Goods or Services supplied up to that point, whether or not due for payment, become immediately payable.
- 13.3 Interest on overdue invoices will 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 annum above the most recent prime rate, indicator rate, or reference rate (however described) for business overdrafts published by the Commonwealth Bank per calendar month calculated daily and capitalising monthly (and such interest will compound monthly at such a rate) and payable on demand.
- 13.4 If the Purchaser owes Duracube any money under this or any other agreement, the Purchaser indemnifies Duracube from and against all costs and disbursements incurred by Duracube in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Duracube's contract default fee, and bank dishonour fees).

## **14. Compliance with Laws**

- 14.1 The Purchaser and Duracube must comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods and Services.
- 14.2 Unless otherwise agreed in writing, it is the Purchaser's responsibility to ensure that the design of the Goods meets the required Australian Standards.
- 14.3 The Purchaser must obtain (at the expense of the Purchaser) all licenses and approvals that may be required for the Goods and Services.
- 14.4 The Purchaser agrees that the site must comply with any work health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

## **15. Cancellation**

- 15.1 Duracube may cancel the Contract or cancel Delivery of Goods at any time by giving written notice to the Purchaser if Duracube becomes unable to supply the Goods or Services. On giving such notice, Duracube will repay to the Purchaser any money paid by the Purchaser for the Goods and Services not Delivered. Duracube will not be liable for any loss or damage whatsoever arising from such cancellation.
- 15.2 The Purchaser acknowledges that Duracube manufactures Goods based on particular requirements of the Purchaser's Order Confirmation and that Duracube is unlikely to be able to resell Goods or Services cancelled by the Purchaser. In the event that the Purchaser seeks to cancel Delivery of Goods or the Contract after an Order Confirmation, the Purchaser shall be liable to Duracube for the Price.

- 15.3 In the event that the Purchaser cancels Delivery of Goods, the Purchaser will be liable for the Price.
- 15.4 Cancellation of orders for Goods made to the Purchaser's specifications, or for non-stocklist items, will not be accepted once production has commenced, or an order has been placed.

#### **16. Privacy Act 1988 (Cth)**

- 16.1 The Purchaser agrees for Duracube 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 history) about the Purchaser in relation to credit provided by Duracube.
- 16.2 The Purchaser agrees that Duracube may exchange information about the Purchaser with those credit providers and with related body corporates for the following purposes:
- (a) to assess an order for Goods and Services by the Purchaser;
  - (b) to notify other credit providers of a default by the Purchaser;
  - (c) to exchange information with other credit providers as to the status of this credit account, where the Purchaser is in default with other credit providers; and/or
  - (d) to assess the creditworthiness of the Purchaser including the Purchaser's repayment history in the preceding two years.
- 16.3 The Purchaser consents to Duracube being given a consumer credit report to collect overdue payment on commercial credit.
- 16.4 The Purchaser agrees that personal credit information provided may be used and retained by Duracube for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Goods;
  - (b) analysing, verifying and/or checking the Purchaser's credit, payment and/or status in relation to the provision of Goods;
  - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Purchaser; and/or
  - (d) enabling the collection of amounts outstanding in relation to the Goods.
- 16.5 Duracube may give information about the Purchaser to a CRB for the following purposes:
- (a) to obtain a consumer credit report; and
  - (b) allow the CRB to create or maintain a credit information file about the Purchaser including credit history.
- 16.6 The information given to the CRB may include:
- (a) personal information as outlined in clause 16.1;
  - (b) the name of the credit provider and that Duracube is a current credit provider to the Purchaser;
  - (c) whether the credit provider is a licensee;
  - (d) type of consumer credit;
  - (e) details concerning the Purchaser's application for credit or commercial credit (e.g. date of commencement/termination 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 Purchaser no longer has any overdue accounts and Duracube has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
  - (g) information that, in the opinion of Duracube, the Purchaser has committed a serious credit infringement; and

(h) advice that the amount of the Purchaser's overdue payment is equal to or more than one hundred and fifty dollars (\$150).

16.7 The Purchaser will have the right to request (by e-mail) from Duracube:

(a) a copy of the information about the Purchaser retained by Duracube and the right to request that Duracube correct any incorrect information; and

(b) that Duracube does not disclose any personal information about the Purchaser for the purpose of direct marketing.

16.8 Duracube will destroy personal information upon the Purchaser's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.

16.9 The Purchaser can make a privacy complaint by contacting Duracube via e-mail. Duracube will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Purchaser is not satisfied with the resolution provided, the Purchaser can make a complaint to the Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).

#### **17. Building and Construction Industry Security of Payment Act 1999 (NSW)**

17.1 The *Building and Construction Industry Security of Payments Act 1999* (NSW) may apply to payment claims by Duracube.

#### **18. Notices**

18.1 Any notice or other communication under the Contract must be in writing and sent by post to the other party's address or sent by email to the other party's contact details set out in the Order Confirmation.

#### **19. General**

19.1 The failure by Duracube to enforce any provision of the Contract will not be treated as a waiver of that provision, nor will it affect Duracube's right to subsequently enforce that provision. If any provision of the Contract will be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

19.2 The Contract may only be amended in accordance with its terms and in writing as agreed by the parties and will be effective despite any notations, deletion or amendments by the Purchaser to the delivery docket or otherwise.

19.3 The Contract will be governed by the laws of New South Wales, the state in which Duracube has its principal place of business, and are subject to the jurisdiction of the Courts in that state.

19.4 Duracube may license or sub-contract all or any part of its rights and obligations without the Purchaser's consent.

19.5 The Purchaser warrants that it has the power to enter into the Contract, has obtained all necessary authorisations to allow it to do so and it is not insolvent.

19.6 Neither party may assign its rights under the Contract without the other party's prior written consent.