

Poulos Bros Seafoods Pty Ltd ABN 55 000 596 145 – Terms and Conditions of Trade

<p>1. Definitions</p> <p>1.1 "Account" means 'Account' as defined by the PPSA.</p> <p>1.2 "Accession" means 'Accession' as defined by the PPSA.</p> <p>1.3 "APP Code" has the meaning given by the Privacy Act.</p> <p>1.4 "Associated Entity" has the same meaning as given in the Corporations Act 2001 (Cth).</p> <p>1.5 "Australian Privacy Principles" means the Australian Privacy Principles provided by the Privacy Act.</p> <p>1.6 "Buyer" means the Buyer or any person acting on behalf of and with the authority of the Buyer.</p> <p>1.7 "Commingled Goods" means 'Commingled Goods' as defined by the PPSA.</p> <p>1.8 "Event of Default" means:</p> <p>(a) a breach of these Terms; or</p> <p>(b) any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or</p> <p>(c) the occurrence of an Insolvency Event.</p> <p>"Financing Statement" means a 'Financing Statement' as defined by the PPSA.</p> <p>"Goods" means Goods supplied by the Seller to the Buyer (and where the context so permits includes any supply of Services)</p> <p>1.9 "Guarantor" means any person or entity who agrees to be liable for the debts of the Buyer.</p> <p>1.10 "Insolvency Event" means:</p> <p>(a) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or</p> <p>(b) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer.</p> <p>1.11 "Officer" means the Seller's privacy officer required by the Privacy Act.</p> <p>1.12 "Overseas Recipients" means recipients of credit-related personal information who are not situated in Australia.</p> <p>1.13 "PPSA" means the <i>Personal Property Securities Act 2009</i> (Cth).</p> <p>1.14 "PPS Register" means the Personal Property Securities Register established and maintained under the PPSA.</p> <p>1.15 "Personal Information" means information or an opinion about the Buyer as an individual or that could reasonably identify the Buyer such as the Buyer's name, contact details, address, email address, payment card details and bank account details.</p> <p>1.16 "Price" means the cost of the Goods as agreed between the Seller and the Buyer subject to clause 4 of these Terms.</p> <p>1.17 "Privacy Act" means the <i>Privacy Act 1988</i> (Cth).</p> <p>1.18 "Proceeds" means 'Proceeds' as defined by the PPSA.</p> <p>1.19 "Purchase Money Security Interest" or "PMSI" means a 'Purchase Money Security Interest' as defined by the PPSA.</p> <p>1.20 "Related Entity" has the same meaning as given in the <i>Corporations Act 2001</i> (Cth).</p> <p>1.21 "Relative" has the same meaning as given in the <i>Corporations Act 2001</i> (Cth).</p> <p>1.22 "Security Agreement" means 'Security Agreement' as defined by the PPSA.</p> <p>1.23 "Security Interest" means 'Security Interest' as defined by the PPSA.</p> <p>1.24 "Services" means all services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so perm its includes any supply of Goods).</p> <p>1.25 "Seller" means Poulos Bros Seafoods Pty Limited ABN 55 000 596 145 and all its related body corporates (within the meaning of section 50 of the <i>Corporations Act 2001</i> (Cth)), Associated Entities, successors and assigns.</p> <p>1.26 "Terms" means these Terms and Conditions of Trade.</p> <p>2. Acceptance</p> <p>2.1 Any instructions received by the Seller from the Buyer for the supply of Goods or the Buyer's receipt and acceptance of Goods supplied by the Seller shall constitute acceptance of the Terms.</p> <p>2.2 Where more than one Buyer has entered into this agreement, the Buyers are jointly and severally liable for the Price.</p> <p>2.3 Upon acceptance of the Terms by the Buyer, the Terms are irrevocable and can only be rescinded or varied in accordance with the Terms or with the written consent of the manager of the Seller.</p> <p>2.4 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements that are not expressed by the manager of the Seller in writing and the Seller is not bound by these unauthorised representations, statements, conditions or agreements.</p> <p>2.5 The Buyer undertakes to give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Buyer's name or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, facsimile number, or business practice).</p> <p>3. Goods</p> <p>3.1 The Goods are as described on the invoices, delivery dockets, consignment notes, quotations, work authorisations or any other work commencement forms as provided by the Seller to the Buyer.</p> <p>4. Price And Payment</p> <p>4.1 At the Seller's sole discretion;</p> <p>(a) The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or</p> <p>(b) The Price of the Goods shall (subject to clause 4.2) be the Seller's quoted Price which shall be binding upon the Seller provided that the Buyer shall accept in writing the Seller's quotation within thirty (30) days.</p> <p>4.2 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods.</p> <p>4.3 At the Seller's sole discretion, payment for approved Buyer's shall be due on thirty (30) days following the end of the month in which a statement is posted to the Buyer's address or address for notices.</p> <p>4.4 At the Seller's sole discretion, for certain approved Buyer's payment will be due thirty (30) days following the date of the invoice.</p> <p>4.5 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Buyer and the Seller.</p> <p>4.6 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.</p> <p>4.7 The Buyer agrees that the Seller will apply any payments tendered by the Buyer as follows:</p> <p>(a) firstly, as reimbursement for any costs (including but not limited to debt recovery and legal costs), charges and expenses incurred by the Seller;</p> <p>(b) secondly, in payment of any interest payable by the Buyer to the Seller;</p> <p>(c) thirdly, in relation to obligations that are not secured under the PPSA, in the order in which those obligations were incurred;</p> <p>(d) fourthly, in relation to obligations that are secured, but not by PMSIs, in the order in which those obligations were incurred;</p> <p>(e) fifthly, in relation to obligations that are secured by a PMSI, in the order in which those obligations were incurred.</p> <p>The Buyer must not object to the Seller re-allocating the order of payments from time to time before or after the issue of an invoice.</p> <p>5. Cancellation</p> <p>The Seller may cancel the Terms or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Seller is not liable for any loss or damage arising from these cancellations.</p> <p>6. Delivery Of Goods / Services</p> <p>6.1 Delivery of the Goods shall be made to the Buyer's address, designated location or nominated location. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Buyer at the Seller's address.</p> <p>6.2 The Buyer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:</p> <p>(a) such discrepancy in quantity shall not exceed 5%, and</p> <p>(b) the Price shall be adjusted pro rata to the discrepancy.</p> <p>6.3 The failure of the Seller to deliver shall not entitle either party to treat this agreement as repudiated.</p> <p>6.4 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all, including any claim for contingent, consequential, direct, indirect, special, incidental or punitive damages, loss of profits or otherwise arising out of any breach by the Seller of any fundamental, express or implied term of sale.</p> <p>7. Risk</p> <p>Risk in the Goods passes to the Buyer at the time of delivery.</p> <p>8. Buyer's Disclaimer</p> <p>8.1 The Buyer disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Buyer acknowledges that he buys the Goods relying solely upon his own skill and judgement.</p> <p>9. Defect/Returns</p> <p>9.1 The Buyer shall inspect the Goods on delivery and shall within</p> <p>(a) Twenty-four (24) hours for fresh seafood</p> <p>(b) Forty-eight (48) hours for frozen seafood</p> <p>of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the Terms and free from any defect or damage and the Buyer shall not be entitled to any set-off against the Price or raise such a defence or cross-claim in any proceedings brought by or on behalf of the Seller to recover moneys in respect of unpaid invoices or for damages for breach of these Terms.</p> <p>9.2 For defective Goods which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability</p>	<p>is limited to either (at the Seller's discretion) replacing the Goods provided that:</p> <p>(a) the Buyer has complied with the provisions of clause 9.1;</p> <p>(b) the Seller will not be liable for Goods which have not been stored or used in a proper manner;</p> <p>(c) the Goods are returned in the condition in which they were delivered;</p> <p>(d) the Goods have not been thawed out or partially used.</p> <p>10. Warranty</p> <p>10.1 The only guarantees, conditions and warranties which are binding on the Seller in respect of the state, quality or condition of the Goods or in respect of advice, recommendations, information or Services supplied by the Seller, its employees, servants or agents to the Buyer regarding the Goods, their use and application are those imposed and required to be binding by statute (including the <i>Competition and Consumer Act 2010</i> (Cth)) and all other guarantees, conditions and warranties whether expressed or implied by law in respect of the state, quality or condition of the Goods which may apart from this clause be binding on the Seller are expressly excluded and negated.</p> <p>10.2 The liability of the Seller in respect of any guarantee, condition or warranty that cannot be excluded by law is limited to:</p> <p>(a) in the case of Goods, the repair or replacement of the Goods or the supply of equivalent Goods or the cost of this repair, replacement or supply; and</p> <p>(b) in the case of Services, to having the Service supplied again or payment of the cost of having the Service supplied again.</p> <p>10.3 If any court of competent jurisdiction determines that, notwithstanding this clause, the Seller is liable for damages to the Buyer, the Buyer agrees that the Seller's liability of any kind whatever in no event includes contingent, consequential, direct, indirect, special, incidental or punitive damages, damage to goodwill, economic loss, loss of profits or otherwise arising out of any breach by the Seller of any fundamental, express or implied term of sale, or resulting from the Seller's negligence and even if the Seller has been advised of such potential loss or damage.</p> <p>11. Fair Trading Acts</p> <p>11.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.</p> <p>12. Australia New Zealand and Food Standards Code</p> <p>12.1 No warranty is expressed or implied for any Goods which have not been stored or handled in compliance with the Australia New Zealand Food Standards Code by the Buyer.</p> <p>13. Default & Consequences Of Default</p> <p>13.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.</p> <p>13.2 All losses, expenses and costs, including but not limited to debt recovery or legal fees on an indemnity basis, consequent upon the Buyer's failure to account Proceeds or pay any invoice or any other debt owing by the Buyer to the Seller, are recoverable from the Buyer by the Seller.</p> <p>13.3 If the Buyer's payment is made by cheque and the cheque is dishonoured upon presentation, the Seller will charge a fee of \$30.00 to cover all bank charges and administration fees.</p> <p>13.4 Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the Term. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.</p> <p>13.5 If any account remains unpaid at the end of the second month after supply of the goods or services the following shall apply: An immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which shall become immediately due and payable.</p> <p>13.6 If an Event of Default occurs, then without prejudice to the Seller's other remedies at law:</p> <p>(a) the Seller is entitled to cancel all or any part of any order of the Buyer which remains unperformed; and</p> <p>(b) all amounts owing to the Seller, whether or not due for payment, immediately become payable.</p> <p>14. Retention of Title</p> <p>14.1 Property and ownership in the Goods remains with the Seller until the Seller has received in cleared funds payment in full of all outstanding debts owing by the Buyer to the Seller.</p> <p>14.2 The Buyer agrees that it is in possession of the Goods solely as trustee, bailee and fiduciary.</p> <p>14.3 The Buyer agrees that it will not use the Goods for personal, private, household or domestic purposes.</p> <p>14.4 In order to enable identification of the Goods, the Buyer must store the Goods so that they are identifiably separate from other items stocked, held, possessed or sold by the Buyer.</p> <p>14.5 The Buyer must store the Goods in a manner enabling identification and matching and cross-referencing to the invoice issued by the Seller for the Goods.</p> <p>14.6 The Buyer must maintain a separate written record of the Goods but must not record the Goods as an asset of the Buyer.</p> <p>14.7 The Buyer must return the Goods to the Seller on written demand.</p> <p>14.8 The Buyer grants to the Seller, its agents, servants and representatives a licence to enter without any prior notice any premises owned or leased by the Buyer where the Goods are stored for the purpose of inspecting or repossessing or removing the Goods and agrees to assist the Seller as the Seller may require for those purposes. The Buyer consents to those actions. The Buyer is liable for all costs in connection with the exercise of the Seller's rights under this clause. The Buyer agrees that the Seller is not liable for any costs, expenses or losses (including but not limited to negligence on the part of the Seller) suffered by the Buyer as a result of the Seller taking any action under this clause. Where the Seller enters premises occupied by the Buyer, that entry does not give rise to trespass or similar action.</p> <p>14.9 In the event that:</p> <p>(a) the Seller retains possession or control of the Goods; and</p> <p>(b) payment of the Price is due to the Seller; and</p> <p>(c) the Seller has made demand in writing of the Buyer for payment of the Price in terms of this agreement; and</p> <p>(d) the Seller has not received the Price of the Goods,</p> <p>then the Seller may dispose of the Goods and may claim from the Buyer the loss to the Seller for this disposal.</p> <p>14.10 The Seller authorises the Buyer to sell the Goods if these sales are:</p> <p>(a) at full market value; and</p> <p>(b) in the ordinary course of the Buyer's business; and</p> <p>(c) not to an Associated Entity or a Related Entity or a Relative.</p> <p>For the avoidance of doubt, the Buyer must not in any circumstances sell or lease the Goods to an Associated Entity or a Related Entity or a Relative.</p> <p>14.11 The Buyer must maintain a record of debtors outstanding in relation to the sale of the Goods.</p> <p>14.12 The Buyer must keep all Proceeds in a separate account and must not:</p> <p>(a) mix or mingle the Proceeds with other monies (including but not limited to funds of the Buyer); or</p> <p>(b) pay the Proceeds into an overdrawn bank account.</p> <p>14.13 The Seller revokes the authority of the Buyer to possess or sell the Goods from the earlier of:</p> <p>(a) the expiration of time given by the Seller for payment of the Goods or any other monies owing to the Seller; and</p> <p>(b) the happening of a Default; and</p> <p>(c) the Buyer receiving notification from the Seller that it revokes this authority.</p> <p>14.14 The Seller may revoke the authority of the Buyer to possess or sell the Goods at any time in its absolute and unfettered discretion and does not need to give a reason for revoking this authority.</p> <p>15. Security And Charge</p> <p>15.1 For the purpose of securing payment to the Seller of all monies owing by the Buyer to the Seller, the Buyer charges and mortgages all of the Buyer's beneficial interest in all present and after acquired real and personal property in favour of the Seller. The Buyer agrees to deliver to the Seller within seven (7) days of written demand a mortgage in registrable form incorporating the covenants contained for the jurisdiction relevant for the mortgage to be registered. The Buyer acknowledges and agrees that the Seller is entitled to lodge where appropriate a caveat on the title of the Buyer's real property or register a Financing Statement on the PPS Register to note the Seller's interests under this clause.</p> <p>15.2 If the Seller elects to proceed in any manner under this clause 15 or its sub-clauses, then to the extent that the Consumer Credit Laws do not apply the Buyer must pay all the Seller's costs (including but not limited to legal costs on an indemnity basis), fees and expenses in connection with the charge and mortgage.</p> <p>15.3 The Buyer irrevocably appoints the Seller and any person nominated by the Seller severally the attorney of the Buyer with power to execute, sign and deliver any mortgage or charge or other document to give effect to the securities provided in clauses 15.1 and 15.2.</p> <p>16. Lien & Stoppage in Transit</p> <p>16.1 Where the Seller has not received or been tendered the whole of the Price, or the payment has been dishonoured the Seller shall have:</p> <p>(a) a lien on the goods;</p> <p>(b) the right to retain them for the price while the Seller is in possession of them;</p> <p>(c) a right of stopping the goods in transit whether or not delivery has been made or ownership has passed; and</p> <p>(d) a right of resale,</p> <p>(e) the foregoing right of disposal,</p> <p>provided that the lien of the Seller shall continue despite the commencement of proceedings or judgement for the Price having been obtained.</p> <p>17. PPSA</p> <p>17.1 This agreement is a Security Agreement.</p>
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- 17.2 The interest of the Seller in the Goods and all Proceeds from the sale of the Goods by the Buyer to a third party is a Security Interest.
- 17.3 The Buyer acknowledges that this agreement creates a PMSI in the Goods and Proceeds supplied presently and in the future by the Seller to the Buyer.
- 17.4 The Buyer acknowledges that the Security Interests (including the PMSI and Security Interests that do not secure purchase money obligations) created by this agreement extend to Proceeds (including any Accounts, Accessions and Commingled Goods).
- 17.5 The Buyer consents to the Seller registering its Security Interest on the PPS Register and agrees to provide all assistance reasonably required by the Seller to facilitate registration.
- 17.6 If in the Seller's opinion, the PPSA:
- does or will adversely affect the Seller's security position or obligations; or
 - enables or would enable the Seller's security position to be improved without adversely affecting the Buyer,
- the Seller may give notice to the Buyer requiring the Buyer to do anything that in the Seller's opinion is necessary, to the maximum possible extent, to overcome the circumstances contemplated in paragraph 17.6(a) or improve the security position as contemplated in paragraph 17.6(b). The Buyer must comply with the requirements of that notice within the time specified in the notice. If having completed everything reasonably practicable as required under this clause, in the Seller's opinion the Seller's security position or obligations under or in connection with this agreement have been or will be materially adversely affected, the Seller may by further notice to the Buyer cancel this agreement. If this occurs, the Buyer must pay to the Seller any money owed to the Seller by the Buyer immediately.
- 17.7 To the fullest extent permitted by the PPSA, the Buyer waives its rights to give, request or receive any notice or statement under the PPSA.
- 17.8 The Buyer agrees to waive its right to do any of the following:
- complain of, or seek redress for, any damage, cost or inconvenience caused by the Seller in taking apparent possession of the Goods under section 126 of the PPSA;
 - object to the Seller's proposal to purchase the Goods under section 129(2)(b) of the PPSA.
- 17.9 The Seller and the Buyer agree each of the following requirements or rights under the PPSA do not apply to the enforcement of the Seller's security interest in the Goods or of this agreement:
- any right the Buyer has to redeem the Goods before the Seller exercises a right of disposal; and
 - any right the Buyer has to reinstate this agreement before the Seller exercises a right of disposal of the Goods.
- 17.10 The Seller and Buyer agree that this agreement and all related information and document(s) are confidential ("Confidential Information") and will not be disclosed to unauthorised representatives or third parties, except to the extent disclosure is permitted by this agreement or required by law. The Seller and Buyer agree that the Seller will not disclose the Confidential Information pursuant to a request under section 275(1) of the PPSA.
- 18. Privacy Act**
- 18.1 The Seller collects, retains, uses and discloses personal information (including credit information and credit eligibility information) in accordance with the Privacy Act and all other relevant privacy laws, codes and regulations. The Seller adheres to the Australian Privacy Principles in respect of any personal information that the Seller collects.
- 18.2 The Buyer understands that the Seller holds and collects commercial information, personal information, credit information, credit reporting information and credit eligibility information (collectively, "credit-related personal information") to assess applications such as this for the purpose of assessing this application for credit, assessing the Buyer's credit worthiness, to manage any credit provided under this agreement and ongoing supply or credit, to participate in the credit reporting system as permitted under the Privacy Act, to respond to requests by other credit providers, to assist the Buyer in preventing any default in relation to any credit account with the Seller and enforcement action in connection with this credit account ("Uses") and the Buyer consents to the Uses.
- 18.3 The Buyer understands that the Seller may collect from or disclose credit-related personal information to other credit providers, Credit Reporting Bodies (as defined by the Privacy Act) or as outlined in the Seller's Credit Reporting Policy, and the Seller's insurers for the Uses and the Buyer consents to this collection, use and disclosure.
- 18.4 The Buyer understands that Credit Reporting Bodies may include personal information about the Buyer in reports provided to the Seller to assist the Seller in assessing credit worthiness. The Buyer consents to the Seller and its insurers obtaining and using credit reporting information from Credit Reporting Bodies for the Uses. If the Buyer fails to meet its obligation in relation to consumer credit or commits a serious credit infringement, the Seller may be entitled to disclose this to Credit Reporting Body.
- 18.5 The Buyer understands and consents to the Seller exchanging and using credit-related personal information with those credit providers named in any credit report issued by a Credit Reporting Body for the additional purposes of notifying a default by the Buyer and to notify as to the status of this credit account where the Buyer is in default with other credit providers.
- 18.6 The Buyer understands and consents to the Seller disclosing credit-related personal information to any proposed guarantor or any accepted guarantor of any credit account provided in connection with this application or related credit applications, for the purpose of the guarantor considering whether to provide a guarantee, and the enforcement or the proposed enforcement of the guarantee.
- 18.7 The Seller may disclose the Buyer's credit-related personal information to overseas recipients. It is not reasonably practical to list all the countries in which the recipients of the Buyer's credit-related personal information are likely to be located. The Buyer consents to this disclosure. In providing this consent, the Buyer understands that the overseas recipient may not be accountable under the Privacy Act and the Buyer may not seek redress under the Privacy Act. The overseas recipient may not be subject to similar obligations as the Australian Privacy Principles or the Privacy Act.
- 18.8 The consequences if credit-related personal information is not collected by the Seller are that this application for credit or the supply of the Goods may be declined, limited or withdrawn.
- 18.9 The Buyer understands and acknowledges that the Seller's Privacy Policy contains information about how the Buyer may access and correct personal information about the Buyer that is held by the Seller. The Seller's Privacy Policy contains information about how the Buyer may complain about any breach of the Australian Privacy Principles or registered APP Code (if any) that binds the Seller and how the Seller will deal with such a complaint.
- 18.10 The Buyer understands and acknowledges that the Seller's Credit Reporting Policy contains information about how the Buyer may access and correct credit-related personal information about the Buyer that is held by the Seller. The Seller's Credit Reporting Policy contains information about how the Buyer may complain about any breach of the Privacy Act or the Credit Reporting Privacy Code (if any) that binds the Seller and how the Seller will deal with such a complaint.
- 18.11 The Buyer understands that the Buyer may request a credit reporting body not to use their credit reporting information for the purposes of pre-screening of direct marketing by a credit provider, or to disclose credit reporting information about the Buyer if the Buyer believes, on reasonable grounds, that the Buyer is or is likely to be a victim of fraud.
- 18.12 The Buyer acknowledges that the Seller's contact details are as follows:
Seller
Address
Enquiries relating to the Privacy Act may be made to the Privacy Officer on (02) 9692 8411 or by email accounts@poulosbros.com.au, or the Buyer may request a hard copy from the Privacy Officer.
- 18.13 The Buyer understands and acknowledges that the Seller may use the Buyer's commercial information or personal information for marketing purposes and the Buyer consents to this use. The Buyer understands and acknowledges that if the Buyer would like to opt out of receiving direct marketing material from the Seller, the Buyer may contact the Seller's Privacy Officer.
- 19. General**
- 19.1 If any provision of these Terms shall be invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 19.2 All Goods supplied by the Seller are subject to the laws of the State in which the Buyer is domiciled and the Seller takes no responsibility for changes in the law which affect the Goods supplied.
- 19.3 The Seller shall be under no liability whatever to the Buyer for any indirect loss or expense (including loss or profit) suffered by the Buyer arising out of a breach by the Seller of these Terms.
- 19.4 In the event of any breach of this agreement by the Seller the remedies of the Buyer shall be limited to damages.
- 19.5 Under no circumstances shall the liability of the Seller exceed the Price of the Services.
- 19.6 The Buyer shall not set off against the Price amounts due from the Seller.
- 19.7 The Seller may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.
- 19.8 The Seller reserves the right to review these Terms at any time and from time to time. If, following any such review, there is to be any change in these Terms, that change will take effect from the date on which the Seller notifies the Buyer of such change.
- 19.9 Particulars in leaflets, catalogues and other printed matter are illustrations only, form no part of this agreement and shall not be binding upon the Seller.

End.