

Lantog Pty Ltd T/A Advance Metal Industries Australia – Terms & Conditions of Trade

<p>1.1 Definitions "AMIA" shall mean Lantog Pty Ltd T/A Advance Metal Industries Australia and/or its successors and assigns or any person acting on behalf of and with the authority of Lantog Pty Ltd T/A Advance Metal Industries Australia.</p> <p>1.2 "Purchaser" shall mean the Purchaser (or any person acting on behalf of and with the authority of the Purchaser) as described on any quotation, work authorisation or other form as provided by AMIA to the Purchaser.</p> <p>1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Purchaser on a principal debtor basis.</p> <p>1.4 "Goods" shall mean Goods supplied by AMIA to the Purchaser (and where the context so permits shall include any supply of Services as hereinafter defined) and as described on the invoices, quotation, work authorisation or any other forms as provided by AMIA to the Purchaser.</p> <p>1.5 "Services" shall mean all Services supplied by AMIA to the Purchaser, during AMIA's normal working hours of 7:30 am to 4:00 pm, and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).</p> <p>1.6 "Price" shall mean the price payable for the Goods as agreed between AMIA and the Purchaser in accordance with clause 4 of this contract.</p> <p>2. The Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA") Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts and any applicable legislation.</p> <p>2.2 Where the Purchaser buys Goods as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.</p> <p>3. Acceptance 3.1 Any instructions received by AMIA from the Purchaser for the supply of Goods and/or the Purchaser's acceptance of Goods supplied by AMIA shall constitute acceptance of the terms and conditions contained herein. 3.2 Where more than one Purchaser has entered into this agreement, the Purchasers shall be jointly and severally liable for all payments of the Price. 3.3 Upon acceptance of these terms and conditions by the Purchaser the terms and conditions are binding and can only be amended with the written consent of AMIA. 3.4 The Purchaser shall give AMIA not less than fourteen (14) days prior written notice of any proposed change of the Purchaser or any change in the Purchaser's name, address, and/or any other change in the Purchaser's details (including but not limited to, changes in the Purchaser's address, facsimile number, or business practice). The Purchaser shall be liable for any loss incurred by AMIA as a result of the Purchaser's failure to comply with this clause. 3.5 Goods are supplied by AMIA only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Purchaser's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.</p> <p>4. Price and Payment 4.1 At AMIA's sole discretion the Price shall be either: (a) as indicated on invoices provided by AMIA to the Purchaser in respect of Goods supplied; or (b) AMIA's quoted Price (subject to clause 4.2) which shall be binding upon AMIA provided that the Purchaser shall accept AMIA's quotation in writing within thirty (30) days. Unless otherwise stated, standard AMIA hardware shall be supplied. 4.2 AMIA reserves the right to change the Price in the event of a variation to AMIA's quotation (including, but not limited to, fluctuations in the cost of materials, labour and freight). In the event of a variation to the Price, AMIA shall make all reasonable endeavours to notify the Purchaser of the amended Price and obtain authorisation from the Purchaser to proceed with the variation, but shall be under no obligation to firstly gain the Purchaser's approval where urgency is required. 4.3 At AMIA's sole discretion a deposit may be required. 4.4 AMIA may submit a detailed payment claim at intervals not less than one (1) month for work performed up to the end of each month. The value of work so performed shall include the reasonable value of authorised variations and the value of materials delivered to the site but not yet installed. 4.5 At AMIA's sole discretion: (a) payment shall be due on delivery of the Goods; or (b) payment shall be due before delivery of the Goods; or (c) payment for approved Purchasers shall be made by instalments in accordance with AMIA's payment schedule. 4.6 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice. 4.7 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to one and a half (1.5%) of the Price), or by direct credit, or by any other method as agreed to between the Purchaser and AMIA. 4.8 The Purchaser shall not be entitled to withhold payment of any amount outstanding due to any alleged defect or warranty claims. In the event that the Purchaser withholds payment on this basis, AMIA reserves the right to treat this as placing the Purchaser's account into default. 4.9 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.</p> <p>5. Delivery of the Goods 5.1 At AMIA's sole discretion delivery of the Goods shall take place when: (a) the Purchaser takes possession of the Goods at AMIA's address; or (b) the Purchaser takes possession of the Goods at the Purchaser's nominated address (in the event that the Goods are delivered by AMIA or AMIA's nominated carrier); or (c) the Purchaser's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Purchaser's agent. 5.2 At AMIA's sole discretion the costs of delivery are: (a) included in the Price; or (b) in addition to the Price; or (c) for the Purchaser's account. 5.3 Any costs of delivering the Goods incurred by AMIA by way of external courier, transport or freight companies (which at AMIA's sole discretion shall be nominated to deliver the Goods if the nominated address is outside AMIA's network) shall be on-charged to the Purchaser. 5.4 The Purchaser shall make all arrangements necessary to ensure they, or an authorised representative, is in attendance at the nominated address to take delivery of the Goods, and sign AMIA's delivery docket, whenever they are tendered for delivery. In the event that the Purchaser is unable to take delivery of the Goods as arranged, or the nominated address is unattended, then AMIA shall be entitled to charge a reasonable fee for redelivery. 5.5 Delivery of the Goods to a third party nominated by the Purchaser is deemed to be delivery to the Purchaser for the purposes of this agreement. 5.6 AMIA may deliver the Goods by separate instalments to make up the quantity of Goods ordered by the Purchaser. Regardless of any multiple deliveries, each instalment shall be considered separately in terms of delivery and risk under this contract, and any invoice of AMIA shall be paid in accordance with the provisions in these terms and conditions. 5.7 The Purchaser shall, at their own expense, provide a point of collection for all site rubbish (including, but not limited to, debris). Unless otherwise stated, AMIA shall only be obligated to perform a "trade clean" and shall not be responsible for the final removal of rubbish from or clean up of the building/construction sites. This is the responsibility of the Purchaser or the Purchaser's agent. 5.8 The failure of AMIA to deliver shall not entitle either party to treat this contract as repudiated. 5.9 AMIA shall not be liable for any loss or damage whatsoever due to failure by AMIA to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of AMIA.</p> <p>6. Risk 6.1 AMIA retains ownership of the Goods nonetheless, all risk for the Goods passes to the Purchaser on delivery or commencement of the works. 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Purchaser, AMIA is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by AMIA is sufficient evidence of AMIA's rights to receive the insurance proceeds without the need for any person dealing with AMIA to make further enquiries. 6.3 The Purchaser acknowledges the Goods supplied are not to be used: (a) as part of any aircraft or whatsoever nature; and (b) for any other purpose than originally intended, unless the Purchaser (or any other party) establishes by a complete and comprehensive testing procedure, and where reasonable a qualified engineer certifies, that the Goods are fit for that purpose. 6.4 The long-term colour integrity of the Goods is dependent on the colour chosen and the degree of exposure to the natural elements. Long-term colour retention properties may be affected where Goods are subject to pollution or a salty environment. 6.5 Strong and abrasive household cleaners and solvents such as those recommended for thinning various types of paints such as MEK or paint thinners are harmful to the Goods and must not be used for cleaning purposes under any circumstances. Acidic, alkaline or alcohol-based cleaning products should not be used either. 6.6 The Purchaser agrees to take all necessary precautions to ensure that the works and/or Goods are undamaged, kept in good condition and safe from loss or damage. The Purchaser shall bear all costs associated with the repair or replacement of damaged and/or lost works or Goods.</p> <p>7. Compliance with Laws 7.1 Both the Purchaser and AMIA agree: (a) to comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works; and</p>	<p>(b) that the worksite will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.</p> <p>8.1 Title AMIA and the Purchaser agree that ownership of the Goods shall not pass until: (a) the Purchaser has paid AMIA all amounts owing for the particular Goods; and (b) the Purchaser has met all other obligations due by the Purchaser to AMIA in respect of all contracts between AMIA and the Purchaser. Receipt by AMIA of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and only then AMIA's ownership or rights in respect of the Goods shall continue. It is further agreed that: (a) where practicable the Goods shall be kept separate and identifiable until AMIA shall have received payment and all other obligations of the Purchaser are met; and (b) until such time as ownership of the Goods shall pass from AMIA to the Purchaser AMIA may give notice in writing to the Purchaser to return the Goods or any of them to AMIA. Upon such notice the rights of the Purchaser to obtain ownership or any other interest in the Goods shall cease; and (c) AMIA shall have the right of stopping the Goods in transit whether or not delivery has been made; and (d) if the Purchaser fails to return the Goods to AMIA then AMIA or AMIA's agent may enter upon and into land and premises owned, occupied or used by the Purchaser, or any premises as the invitee of the Purchaser, where the Goods are situated and take possession of the Goods; and (e) the Purchaser is only a bailee of the Goods and until such time as AMIA has received payment in full for the Goods then the Purchaser shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Purchaser owes to AMIA for the Goods, on trust for AMIA; and (f) the Purchaser shall not deal with the money of AMIA in any way which may be adverse to AMIA; and (g) the Purchaser shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of AMIA; and (h) AMIA can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Purchaser; and (i) until such time that ownership in the Goods passes to the Purchaser, if the Goods are converted into other products, the parties agree that AMIA will be the owner of the end products.</p> <p>9. Personal Property Securities Act 2009 ("PPSA") In this clause: (a) financing statement has the meaning given to it by the PPSA; (b) financing charge statement has the meaning given to it by the PPSA; (c) security agreement means the security agreement under the PPSA created between the Purchaser and AMIA by these terms and conditions; and (d) security interest has the meaning given to it by the PPSA. Upon the terms and conditions in writing the Purchaser acknowledges and agrees that these terms and conditions: (a) constitute a security agreement for the purposes of the PPSA; and (b) create a security interest in: (i) all Goods previously supplied by AMIA to the Purchaser (if any); (ii) all Goods that will be supplied in the future by AMIA to the Purchaser. The Purchaser undertakes to: (a) promptly sign any further documents and/or provide any further information (such as information to be complete, accurate and up-to-date in all respects) which AMIA may reasonably require to: (i) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register; (ii) correct 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, AMIA for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby; (c) register a financing charge statement in respect of a security interest without the prior written consent of AMIA; (d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods in favour of a third party without the prior written consent of AMIA; and (e) immediately advise AMIA 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 AMIA 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 hereby waives its rights to receive notices under sections 95, 118, 121(4), 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 AMIA, the Purchaser waives its right to receive a verification statement in accordance with section 157 of the PPSA. 9.8 The Purchaser shall unconditionally ratify any actions taken by AMIA under clauses 9.3 to 9.5.</p> <p>10. Security and Charge Despite anything to the contrary contained herein or any other rights which AMIA may have however: (a) where the Purchaser and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Purchaser and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to AMIA or AMIA's nominee to secure all amounts and other monetary obligations of the Purchaser and/or the Guarantor (including but not limited to the Guarantor's obligations) and agree that AMIA (or AMIA's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met. (b) should AMIA elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Purchaser and/or Guarantor shall indemnify AMIA from and against all AMIA's costs and disbursements including legal costs on a solicitor and own client basis. (c) the Purchaser and/or the Guarantor (if any) agree to irrevocably nominate, constitute and appoint AMIA or AMIA's nominee as the Purchaser's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 10.1.</p> <p>11. Defects The Purchaser shall inspect the Goods on delivery and immediately sign AMIA's delivery docket to confirm that the Goods have been delivered. The Purchaser is required, upon signing AMIA's delivery docket to document any alleged defect, shortage in quantity, damage or failure to comply with the description or quote, and Goods shall be returned immediately to AMIA, where they shall be inspected by AMIA, by way of the original nominated carrier. Where the delivered Goods are of a substantial number, the Purchaser shall state on the delivery docket that Goods have not yet been inspected and shall do so as soon as possible after delivery of the Goods. The Purchaser shall be liable for any shortage in quantity, damage or failure to comply with the description or quote that has been notified to them by the Purchaser within twenty-four (24) hours of delivery. The Purchaser shall afford AMIA an opportunity to inspect the Goods within a reasonable time following notification, if the Purchaser believes the Goods are defective in any way. If the Purchaser shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which AMIA has agreed in writing that the Purchaser is entitled to reject, AMIA's liability is limited to either (at AMIA's discretion) replacing the Goods or repairing the Goods except where the Purchaser has acquired Goods as a consumer within the meaning of the Competition and Consumer Act 2010 (C/Wh) or the Fair Trading Acts of the relevant state or territories of Australia, and it is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.</p> <p>12. Returns Returns will only be accepted provided that: (a) the Purchaser has complied with the provisions of clause 11.1; and (b) AMIA has agreed in writing to accept the return of the Goods; and (c) the Goods are returned to the Purchaser's cost within seven (7) days of the delivery date; and (d) AMIA will not be liable for Goods which have not been stored or used in a proper manner and (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances. 12.2 AMIA will not accept the return of Goods for credit. 12.3 AMIA may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of twenty-five percent (25%) of the value of the returned Goods plus any freight.</p> <p>13. Warranty Subject to the conditions of warranty set out in clause 13.2 AMIA warrants that if any defect in any workmanship of AMIA becomes apparent and is reported to AMIA within seven (7) years of the date of delivery (time being of the essence) then AMIA will either (at AMIA's sole discretion) replace or remedy the workmanship. The conditions applicable to the warranty given by clause 13.1 are: (a) the warranty shall not cover any defect, deterioration or damage which may be caused or partly caused by or arise through: (i) causes beyond the control of AMIA (including, but not limited to, impact, abrasion, mechanical damage, neglect, malicious damage, fire damage, pollution, abnormal weather conditions and excessively salty environments, fair wear and tear, and any accident or act of God); or</p>	<p>(ii) the surface of the Goods being touched up in situ for one reason or another, without the prior written agreement of AMIA; or (iii) exposed surfaces of the Goods that have not been adequately sealed with a suitable sealant or mastic; or (iv) exposure of the Goods to temperatures in excess of seventy degrees Celsius, or to acid or other hazardous substances which are damaging; or (v) the use of unsuitable adhesive tapes, sealants and mastics; or (vi) failure on the part of the Purchaser to properly maintain the Goods in accordance with AMIA's recommended care instructions, guidelines, procedures, and the cleaning and maintenance program; or (vii) any use of any Goods otherwise than for any application specified on a quote or order form; or (viii) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user. (b) the warranty shall cease and AMIA shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without AMIA's consent. (c) in respect of all claims AMIA shall not be liable to compensate the Purchaser for any delay in either replacing or remedying the workmanship or in properly assessing the Purchaser's claim. (d) the warranty shall only be valid on the Purchaser providing AMIA with written evidence, including but not limited to, invoices to prove to AMIA that the cleaning and maintenance program has been carried out from the date and duration agreed in the documented program and method statement.</p> <p>14. Default and Consequences of Default 14.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at AMIA's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. 14.2 In the event the Purchaser's payment is dishonoured for any reason the Purchaser shall be liable for any dishonour fees incurred by AMIA. 14.3 If the Purchaser defaults in payment of any invoice when due, the Purchaser shall indemnify AMIA from and against all costs and disbursements incurred by AMIA in pursuing the debt including legal costs on a solicitor and own client basis and AMIA's collection agency costs. 14.4 Without prejudice to any other remedies AMIA may have, if at any time the Purchaser is in breach of any obligation (including those relating to payment), AMIA may suspend or terminate the supply of Goods to the Purchaser and any of its other obligations under the terms and conditions. AMIA will not be liable to the Purchaser for any loss or damage the Purchaser suffers because AMIA has exercised its rights under this clause. 14.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred (\$200.00) dollars) shall be levied for administration fees which sum shall become AMIA's property. 14.6 Without prejudice to AMIA's other remedies at law AMIA shall be entitled to cancel all or any part of any order of the Purchaser which remains unfulfilled and all amounts owing to AMIA shall, whether or not due for payment, become immediately payable in the event that: (a) any money payable to AMIA becomes overdue; or in AMIA's opinion the Purchaser will be unable to meet its payments as they fall due; or (b) the Purchaser 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 (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Purchaser or any asset of the Purchaser.</p> <p>15. Cancellation 15.1 AMIA may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Purchaser. On giving such notice AMIA shall repay to the Purchaser any sums paid in respect of the Price. AMIA shall not be liable for any loss or damage whatsoever arising from such cancellation. 15.2 In the event that the Purchaser cancels delivery of Goods the Purchaser shall be liable for any loss incurred by AMIA (including, but not limited to, any loss of profits) up to the time of cancellation.</p> <p>16. Privacy Act 1988 16.1 The Purchaser and/or the Guarantor's (herein referred to as the Purchaser) agree for AMIA to obtain from a credit reporting agency a credit report containing personal credit information about the Purchaser in relation to credit provided by AMIA. 16.2 The Purchaser agrees that AMIA may exchange information about the Purchaser with the credit reporting agency (including as trade references by the Purchaser or named in a consumer credit report) and by a credit reporting agency for the following purposes: (a) to assess an application by the Purchaser; and/or (b) to notify other credit providers of a default by the Purchaser; and/or (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. 16.3 The Purchaser understands that the information exchanged can include anything about the Purchaser's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988. 16.4 The Purchaser consents to AMIA being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988). 16.5 The Purchaser agrees that personal credit information provided may be used and retained by AMIA for the following purposes (and for other purposes as shall be agreed between the Purchaser and AMIA as required by law from time to time): (a) the provision of Goods and/or services; (b) the marketing of Goods by AMIA, its agents or distributors; and/or (c) analysing, verifying and/or checking the Purchaser's credit, payment and/or status in relation to the provision of Goods; and/or (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Purchaser; and/or (e) enabling the daily operation of Purchaser's account and/or the collection of amounts outstanding in relation to the Goods. 16.6 AMIA may give information about the Purchaser to a credit reporting agency for the following purposes: (a) to obtain a consumer credit report about the Purchaser; (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Purchaser. 16.7 The information given to the credit reporting agency may include: (a) personal particulars of the Purchaser's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number; (b) details concerning the Purchaser's application for credit or commercial credit and the amount requested; (c) advice that AMIA is a current credit provider to the Purchaser; (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been taken by AMIA or its agents; (e) that the Purchaser's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed; (f) information that, in the opinion of AMIA, the Purchaser has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Purchaser's credit obligations); (g) advice that cheques drawn by the Purchaser for one hundred dollars (\$100) or more, have been dishonoured more than once; (h) that credit provided to the Purchaser by AMIA has been paid or otherwise discharged.</p> <p>17. General 17.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. 17.2 If any provisions of these terms and conditions are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency. 17.3 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales. 17.4 AMIA shall be under no liability whatsoever to the Purchaser for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Purchaser arising out of a breach by AMIA of these terms and conditions. 17.5 In the event of any breach of this contract by AMIA the remedies of the Purchaser shall be limited to damages which under no circumstances shall exceed the Price of the Goods. 17.6 The Purchaser shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Purchaser by AMIA nor to withhold payment of any invoice because part of that invoice is in dispute. 17.7 AMIA may license or sub-contract all or any part of its rights and obligations without the Purchaser's consent. 17.8 The Purchaser agrees that AMIA may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which AMIA notifies the Purchaser of such change. 17.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. 17.10 The failure by AMIA to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect AMIA's right to subsequently enforce that provision.</p>
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Please note that a larger print version of these terms and conditions is available from AMIA on request.