

Harrybilt Engineering and Welding Services – Terms and Conditions of Sale, updated 6 March 2026

1. **Definitions:** In these Terms, unless the context otherwise requires:
 - 1.1. **ACL** means the Australian Consumer Law set out in a Schedule to the *Competition and Consumer Act 2010 (Cth)*
 - 1.2. **Authorised Officer** means in respect of the Customer, a person that has the necessary and legal authority of the Customer to enter into, negotiate, approve, execute and bind the respective parties to a Job; or any variations to the terms of a Job
 - 1.3. **Claim** includes any allegation, complaint, demand, suit, litigation, action, cause of action or other legal recourse (whether in contract, tort, under statute or otherwise) and whether present or future, fixed or unascertained, actual or contingent;
 - 1.4. **Delivery Date** is the proposed timeline or delivery date for completion of the Job;
 - 1.5. **Force Majeure Event** is a cause beyond the reasonable control of the Supplier, including but not limited to the following and their effects:
 - (a) acts of God or the public enemy, flood, earthquake, storm, cyclone, tornado, hurricane, lightning, fire, explosion, epidemic, pandemic, war, embargoes, riot or civil disturbances, power outages,
 - (b) governmental or governmental agency action, restrictions or enforcement of emergency health orders
 - (c) restraints, strikes or other labour disputes which affects the supply of any materials
 - (d) sabotage, expropriation, confiscation or requisitioning of facilities
 - (e) orders or temporary or permanent injunctions of any duly constituted court of competent jurisdiction,
 - (f) change in Laws applicable to the production of the goods, or
 - (g) any other occurrence which is beyond the control of the Supplier and which the Supplier could not take reasonable measures to prevent or avoid
 - 1.6. **goods** includes any goods that are to be supplied to the Customer as part of the Job;
 - 1.7. **GST** has the meaning it has in the GST Act
 - 1.8. **GST Act** the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth)
 - 1.9. **IP Rights** all rights now or in the future conferred under statute, common law or equity, or in relation to:
 - (a) patents and inventions, designs, trade marks, trade secrets, domain names, copyright and moral rights, all rights to have information (including trade secrets, know-how, operating procedures, technical information, source codes, computer programs, applications, rights in mobile applications and rights in the contents of any website) kept confidential and all other intellectual property as defined in Article 2 of the convention establishing the World Intellectual Property Organisation 1967, whether or not those rights are registered or unregistered, the subject of an application for registration, or are registrable or unregistrable; and
 - (b) goodwill, reputation or distinctiveness in connection with the supply of goods or services including, business names, trade or brand names, get-up, presentation or appearance (including colours or combination of colours)
 - 1.10. **Job** means the supply of goods and or services pursuant to (and as described in) the Quote
 - 1.11. **Laws** means common law, principles of equity, and laws made by parliament, State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them and includes the ACL
 - 1.12. **Loss** includes any loss, damage, debt, cost, charge, fine, outgoing, penalty, diminution in value, deficiency or other liability of any kind or character (including legal and other professional fees and expenses on a full indemnity basis) that a party pays, suffers or incurs or is liable for, including all:
 - (a) liabilities on account of any tax, levy, impost, deduction, charge, rate, compulsory loan, withholding or duty by whatever name called, levied imposed or assessed
 - (b) interest and other amounts payable to third parties;
 - (c) legal and other professional fees and expenses (on a full indemnity basis) and other costs incurred in connection with investigating, defending or settling any Claim, whether or not resulting in any liability; and
 - (d) all amounts paid in settlement of any Claim
 - 1.13. **Obligation** includes any of the obligations of a party in respect of or arising out of these Terms and includes any undertaking, duty, obligation, warranty, responsibility, guarantee or indemnity of any kind whatsoever, whether legal, equitable, statutory or otherwise
 - 1.14. **PPSA** means the *Personal Property Securities Act 2009* (Cth)
 - 1.15. **Price** means the price fixed by the Supplier from time to time for the Job
 - 1.16. **Quote** means a quote provided to the Customer by the Supplier outlining the Job to be performed by the Supplier and the price payable
 - 1.17. **services** includes any services that are to be supplied to the Customer as part of the Job
 - 1.18. **Supplier** means Rigbee Group Pty Ltd ABN 40 611 365 265 trading as Harrybilt Engineering and Welding Services
 - 1.19. **Tax Invoice** means each tax invoice issued by the Supplier to the Customer which must be provided in accordance with the GST Act
 - 1.20. **Taxable Supply** has the meaning it has in the GST Act
 - 1.21. **Terms** means these terms and conditions which form part of each Quote and Job
2. **Interpretation:** In these Terms, unless the context otherwise requires:
 - 2.1. singular includes the plural and vice versa;
 - 2.2. a gender includes all other genders;
 - 2.3. the word "person" includes a natural person and any body or entity whether incorporated or not;
 - 2.4. a person includes reference to the person's executors, administrators, successors, substitutes (persons by novation) and permitted assigns;
 - 2.5. other grammatical forms of defined words or expressions have corresponding meanings;
 - 2.6. headings are used for convenience only and do not affect the interpretation of this Agreement;
 - 2.7. a reference to a document includes the document as modified from time to time and any document replacing it;
 - 2.8. "in writing" includes any communication sent by letter or email or any other form of communication capable of being read by the recipient;
 - 2.9. any reference to a "liability" includes a present, prospective, future or contingent liability;
 - 2.10. "include" or any form of that word, does not limit the meaning the words to which the list relates to those things or to things of a similar kind;
 - 2.11. examples are descriptive only and not exhaustive; and
 - 2.12. money amounts are stated in Australian currency unless otherwise specified.
3. **Application**
 - 3.1. These Terms apply to all requests by the Customer for goods and services from the Supplier unless expressly waived by the Supplier in writing.
 - 3.2. These Terms may be varied by the Supplier by notice in writing to the Customer.
4. **Jobs**
 - 4.1. **Quotes**
 - (a) In response to a request for services or goods from the Supplier, the Supplier will issue a Quote.
 - (b) The Customer acknowledges that the Quote is reliant on the information provided to the Supplier by the Customer.
 - (c) The Supplier has the right to reject any request for a Quote without assigning any reason therefore.
 - 4.2. **Job confirmed**
 - (a) The Supplier's obligation to supply the Job that is the subject of each Quote does not arise unless and until the Customer accepts the Quote which acceptance must:
 - (i) be in a form approved by the Supplier;
 - (ii) be in writing;
 - (iii) be signed by an Authorised Officer for the Customer;
 - (iv) be received by the Supplier within the period set in the Quote, or if none is stated, within 30 days of the date of the Quote;
 - (v) clearly reference the Quote being accepted; and
 - (vi) be accompanied by payment of a deposit (if required).
 - (b) Once the Supplier has received a valid acceptance of the Quote pursuant to clause (a), the Job is confirmed and commences.
 - 4.3. **Variation to or cancellation of Jobs**
 - (a) The Supplier is under no obligation to consider any request for variation to a Job after it has been confirmed pursuant to clause 4.2.
 - (b) The Supplier is under no obligation to consider any request for cancellation of a Job after it has been confirmed pursuant to clause 4.2.
 - (c) If the Customer:
 - (i) attempts or seeks to cancel a Job after it has been confirmed pursuant to clause 4.2;
 - (ii) seeks to vary the quantity or type of services or goods contained in the Job;
 - (iii) seeks to revise the Delivery Date;

then the Customer will be liable for all costs, expenses and Losses incurred by the Supplier resulting from such cancellation or variation of the Job.

(d) The Supplier will be allowed an automatic extension of time on the Delivery Date equal to the delay caused by any variation to a Job.

5. Charges

5.1. Price of the Job

(a) The Supplier makes no warranty that the Price of the Job at the date of delivery will be the same as at the date of the Quote.

(b) The Price shown on the Quote will vary if:

- (i) additional services or goods are sought as a variation to an existing Job; or
- (ii) the cost of producing and or supplying the Job increases after a Job has commenced but before the Job is completed.

5.2. Additional charges: In addition to the Price, the Customer agrees to pay to the Supplier:

(a) All taxes, stamp duty and statutory charges or levies payable by the Supplier or the Customer in relation to the supply of the Job;

(b) Storage charges or fees where the goods are either:

- (i) not able to be delivered (if delivery was arranged); or
- (ii) not collected by the Customer on or before the agreed time for collection or after being notified by the Supplier that they are ready for collection;

(c) Freight and delivery charges (if delivery was arranged as part of the Job);

(d) All legal costs (on a solicitor/client basis) and disbursements incurred by the Supplier in connection with the supply of the Job or enforcement of these Terms;

(e) All costs and Losses incurred by the Supplier as a result of any request for variation to or cancellation of a confirmed Job;

(f) All costs and Losses incurred by the Supplier in relation to the recovery return or repossession of goods from the Customer.

5.3. Amount due: The final amount due in respect of a Job will be the amount shown on the Tax Invoice supplied by the Supplier to the Customer. This amount takes precedence over any other pricing or Quote.

6. Payment terms

6.1. Credit

(a) The Supplier may, but is not obliged to, supply the Job to the Customer on terms that do not require payment in full on delivery.

(b) The Supplier may:

- (i) withdraw, suspend or vary the conditions of credit at any time;
- (ii) set and vary credit limits for the Customer from time to time;
- (iii) require the Customer to make a payment on or prior to delivery at any time.

6.2. Deposits: Notwithstanding any prior grant of credit, the Supplier reserves the right to require payment of a deposit before commencing the Job.

6.3. Balance due

(a) The Customer must pay the balance of the amount due for each Job (or if delivered in parts, the balance of each part) in full and without set off, on or before the date of delivery subject to the Supplier having provided a valid Tax Invoice.

(b) If the Customer has applied for credit from the Supplier and been approved for the granting of credit by the Supplier, then the Customer must pay the balance due within 30 days of the date of the Tax Invoice.

(c) Notwithstanding any date for payment, the Customer must at all times ensure that the total monies outstanding at any one time does not exceed the approved credit limit that has been pre-determined by the Supplier upon approving an application for credit.

6.4. Interest on overdue monies: Interest will accrue any overdue monies in accordance with clause 17.2 of these Terms.

7. GST

7.1. Price GST exclusive: Except as otherwise stated in a Quote, the Price is inclusive of all taxes including impost, levy, deduction, charges, withholding or tax of any kind whatsoever, but excluding GST.

7.2. Imposition of GST: If the supply of the Job is a Taxable Supply, the Customer must pay, in addition to any consideration payable by the Customer under the Quote for the supply, an additional amount calculated by multiplying the prevailing GST rate by the consideration for the relevant supply payable by the Customer, provided always that the Supplier issues a valid Tax Invoice to the Customer.

7.3. Adjustments: If for any reason the amount recovered from the Customer by the Supplier on account of GST under clause 7.2 differs from the amount of GST payable at Law by the Supplier in respect of the supply, the amount payable by the Customer will be adjusted accordingly.

8. Force Majeure Event

8.1. Suspension or sub-contracting of Obligations: If the Supplier is unable, wholly or partly, by reason of a Force Majeure Event to supply the Job (at all or for a period of time) in accordance with the Quote, then the Supplier:

(a) must give the Customer immediate notice of the Force Majeure Event; and

(b) must use all reasonable endeavours to remove the Force Majeure Event as quickly as possible.

(c) may contract with a third party to supply the Job (or any part) for the period of the Force Majeure Event; or

(d) may cancel the Job and refund all monies paid to the Customer.

8.2. No liability: The Customer acknowledges and agrees that the Supplier will not be held liable for any delay or inability to complete its Obligations by the agreed timelines or in accordance with the terms of the Quote by reason of a Force Majeure Event.

9. Delivery

9.1. Delivery Date

(a) The Supplier agrees that it will make all reasonable attempts to deliver the Job on the Delivery Date however the Delivery Date is merely an estimate and the Supplier will not be liable for any damages or Losses incurred by the Customer (or its customers) arising from late delivery or non-delivery on the Delivery Date.

(b) Notwithstanding that, the Supplier may extend the intended Delivery Date for any reason by providing 5 days' notice to the Customer.

9.2. Delivery complete: Delivery is deemed to be complete when:

(a) possession of the goods are handed to the Customer or to a third party carrier engaged by either party to deliver the goods; and or

(b) the services have been supplied pursuant to the Job as determined by the Supplier.

9.3. Delivery to Customer: Where the Job includes delivery to the Customer:

(a) the Supplier will arrange a third party carrier to deliver the goods to the Customer;

(b) the Supplier may charge reasonable delivery fees to the Customer;

(c) the Customer must ensure that there is access by vehicle on a properly constructed roadway;

(d) if the Customer is not present at the time of delivery, the Customer authorises the Supplier or carrier to unload the goods and agrees not to make any Claim for any damage or Loss incurred as a result of any goods being left;

(e) if for any reason the goods cannot be delivered to the agreed location, the Customer will be responsible for all costs, expenses and Losses incurred by the Supplier in having to return the goods or redeliver; and

(f) the Customer agrees that the Supplier will not be responsible for any damage or Losses incurred during or as a result of transit.

10. Acceptance of goods

10.1. It is the responsibility of the Customer to inspect the goods immediately upon delivery.

10.2. The Customer will have seven (7) days from the date of delivery to notify the Supplier that the goods are not acceptable either due to a shortage of goods, damage to the goods; or defects or fault in the goods.

10.3. The Supplier reserves the right to inspect the goods and to make its own assessment of the goods that have been reported as unacceptable.

10.4. Where both parties agree that the goods are unacceptable, the Supplier may elect, at its absolute discretion, to either repair, replace or correct the goods or alternatively offer a refund of any monies paid for those goods.

10.5. If the Customer fails to make any Claim to the Supplier within seven (7) days from the date of delivery, the Customer shall be deemed to have accepted that the goods were acceptable at the time of delivery and otherwise comply with the Job.

10.6. Except as required under Law, the Supplier is not required to accept return of any goods.

Risk: Risk in the goods passes to the Customer immediately upon delivery of the goods.

11. Title

12.1. Notwithstanding the above, the title in the goods delivered remains with the Supplier and does not pass to the Customer until the Supplier has received payment in full of any Tax Invoice provided by the Supplier in connection with the supply of the goods.

12.2. Until payment is received by the Supplier in full, the Customer holds the goods on trust and as bailee for the Supplier.

12.3. The Customer, by accepting delivery of the goods agrees that:

(a) it will have the power to sell the goods as agent for and on behalf of the Supplier provided that:

(i) all proceeds of that sale shall be paid into and kept in a separate account;

(ii) separate records will be maintained by the Customer in respect of that account;

- (iii) the Supplier will be entitled to maintain a Claim against the proceeds of sale of any other goods into which the goods have been fitted or installed;
 - (b) the Supplier will be entitled to enter the Customer's premises (or any premises under the control of the Customer or as agent of the Customer if the goods are stored at such premises) at any time and without prior notice and use reasonable force to re-take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Customer or anyone claiming through the Customer whatsoever;
 - (c) it must insure against the risk in the goods (given that risk in the goods passes to the Customer on delivery);
 - (d) it must, if required, deliver up the goods to the Supplier at its own cost and expense; and
 - (e) each of the above provisions is severable if they are judged to go beyond what is reasonable.
 - 12.4. The right of the Customer to deal with the goods will immediately cease upon the appointment to the Customer of either a liquidator, receiver, manager, administrator, provisional liquidator or bankruptcy trustee.
- 13. Security and PPSA**
 - 13.1. In this clause 13, terms which are defined in this PPSA have the meaning given to them in the PPSA.
 - 13.2. The Customer:
 - (a) agrees to grant the Supplier a security interest in all of the Customer's present and after-acquired assets and their proceeds;
 - (b) agrees that until title in the goods passes to the Customer under clause 12, the Supplier has the right to register a security interest in those goods and any proceeds described in clause 12.3(a) on the Personal Property Securities Register to secure any amount owing by the Customer to the Supplier;
 - (c) at the request of the Supplier, must promptly execute any documentation necessary or do anything else required by the Supplier to ensure that the security interest created under these Terms constitutes a first ranking, perfected security interest over the goods and their proceeds. This includes providing any information necessary for the Supplier to complete a financing statement or financing change statement;
 - (d) waives its right to receive a copy of a verification statement under the PPSA; and
 - (e) agrees to reimburse the Supplier for all costs and charges incurred, expended or payable by the Supplier in relation to the filing of a financing statement or financing change statement in accordance with these Terms;
 - 13.3. Both parties agree and acknowledge that nothing contained within these Terms will create any right in either the Customer or its controller to charge or hold as security any of goods to which title has not passed to under clause 12.
- 14. Customer warranties**
 - 14.1. The Customer warrants and acknowledges that:
 - (a) each of them has read and understands these Terms;
 - (b) all of the information provided by the Customer to the Supplier (including in relation to any application for credit) is true and correct in every particular;
 - (c) the Customer can pay its debts as and when they fall due;
 - (d) the provision of credit is conditional upon each director guaranteeing the Customer's Obligations (if a company or trust);
 - (e) the person accepting the Quote is an Authorised Officer;
 - (f) the Quote provided and the Job performed by the Supplier is based on the information provided to it by the Customer;
 - (g) it will not by reason of a Job, own or have any interest in or right to use any IP Rights owned, developed or used by the Supplier (whether existing prior to the Job or developed in supplying the Job); and
 - (h) any IP Rights created or developed by the Supplier in the course of supplying the Job will rest in the Supplier upon creation; and
 - 14.2. The Customer promises not to make any Claim or seek to withhold payments or avoid its Obligations in respect of any of the above matters.
- 15. Supplier's warranties**
 - 15.1. The Supplier will inspect and at its own discretion and option, either replace or repair any goods supplied by it which:
 - (a) are proved to be defective due to faulty workmanship or materials; or
 - (b) fail under normal use or operation within the period specified by the Supplier in any documentation provided with the goods.
 - 15.2. The Supplier is not obliged to commence any repair or replacement work until the defective goods are returned to the Supplier.
 - 15.3. If the goods are not capable of repair, replacement or correction then the Supplier may offer a credit in exchange for the defective goods equal to the Price paid for the goods and shown on the Tax Invoice.
 - 15.4. The Supplier's warranty will not apply in respect of:
 - (a) incorrect goods ordered by the Customer;
 - (b) normal maintenance in accordance with operating manuals, instructions or normal standards;
 - (c) normal wear and tear; or
 - (d) any other reason specifically excluded in a warranty policy or documentation provided by the Supplier with the goods.
 - 15.5. Some goods may have a limited warranty period which will be specified on delivery of the goods.
 - 15.6. Except as expressly set out, the Supplier makes no express warranties or other representations under these Terms.
 - 15.7. Nothing in these Terms purports to modify or exclude the consumer guarantees or any right available to the Customer under the *Competition and Consumer Act 2010 (Cth)*, including the ACL.
- 16. Liabilities and Indemnities**
 - 16.1. **Indemnity by Supplier:** The Supplier indemnifies the Customer against any Claim or Loss suffered or incurred by the Customer, which may arise from any breach by the Supplier of any of the warranties given the Supplier under these Terms.
 - 16.2. **Indemnity by the Customer:** To the extent permitted by Law or these Terms, the Customer indemnifies the Supplier against any Claim or Loss suffered or incurred by the Supplier or third persons, which may arise from:
 - (a) the Customer provided information containing any errors, omissions, inaccuracies or misleading information;
 - (b) any breach by the Customer of any warranties given by or Obligations of the Customer under these Terms; and or
 - (c) any injury, death, damage or Loss incurred by the Customer, its personnel, agents, customers or third parties resulting from any use of the goods not in accordance with the advice of the Supplier.
- 17. Default by the Customer**
 - 17.1. **Default:** The Customer will be in default in the event that:
 - (a) it has breached any one of the warranties made by the Customer under these Terms; or
 - (b) it has failed to pay an amount due by the due date; or
 - (c) it has failed to perform any of its Obligations in relation to a Job or these Terms; or
 - (d) the Customer is insolvent in that:
 - (i) where the party is an individual, that party commits an act of bankruptcy or is declared bankrupt or insolvent or that party's estate otherwise becomes liable to be dealt with under any law relating to bankruptcy or insolvency;
 - (ii) where the party is a company, a resolution is passed or court order made for the winding up of that party or an administrator is appointed to that party pursuant to any relevant Law;
 - (iii) a receiver or manager or receiver and manager is appointed to the assets or undertaking of the party or any part thereof; or
 - (iv) the party is otherwise unable to pay its debts as and when they fall due.
 - 17.2. **Penalty interest**
 - (a) The Customer must pay to the Supplier, interest at the rate of 2% per annum more than the rate from time to time fixed by the Penalty Interest Rates Act 1983 (Vic), with such interest calculated from the due date for payment until the date that payment is received in full as clear funds by the Supplier.
 - (b) Any payment received by the Supplier from the Customer must be applied, in order, to costs and Losses, then to the interest on the oldest overdue Tax Invoice, and then to the costs, Losses, interest and amount outstanding on subsequent Tax Invoices, until all overdue amounts are paid for in full.
 - 17.3. **Rights of Supplier and withdrawal of credit**
 - (a) In addition to any of its other rights, where the Customer is in default, the Supplier may:
 - (i) terminate any credit accommodation granted to the Customer;
 - (ii) refuse to supply any further services or goods to a Customer (whether under the same or a separate Job) until that Customer pays an overdue Tax Invoice in full (without being liable for any resulting delay in the delivery of a Job);
 - (iii) demand immediate payment from the Customer of all amounts due (notwithstanding that a due date for payment may not have arrived); and or
 - (iv) continue to supply the Customer on a payment on delivery basis.

- (b) If the Supplier notifies the Customer that credit has been withdrawn, all subsequent Jobs submitted by that same Customer must be paid for in full at or prior to delivery or commencement (as determined by the Supplier).
 - (c) The Customer must pay to the Supplier within 7 days of a request, the Supplier's reasonable expenses, disbursements, costs and Losses in respect of:
 - (i) any breach by the Customer of these Terms; or
 - (ii) the exercise or attempted exercise by the Supplier of any right or remedy against the Customer pursuant to these Terms or the Job in place.
18. **Guarantee:** Each person that is an owner or director of the Customer, jointly and severally:
- 18.1. guarantees to the Supplier the prompt payment of all amounts due to the Supplier from time to time;
 - 18.2. guarantees that the Customer will comply with these Terms;
 - 18.3. promises to comply with these Terms personally and all Obligations of the Customer under the Terms.
19. **Confidentiality:** The Customer acknowledges the confidential nature of its dealings with the Supplier and the Supplier's IP Rights in and to the goods. As such, the Customer must not copy or disclose or cause to be copied or disclosed any details of its dealings with the Supplier to a third party except with the prior written consent of the Supplier.
20. **Privacy**
- 20.1. Subject to clause 20.2, any personal or confidential information obtained or collected by the Supplier shall be retained, held and used only in accordance with the Supplier's privacy policy.
 - 20.2. The Customer authorises and consents to the release to the Supplier of any information sought by the Supplier from any bank, financial institution or credit reporting agency at any time.
21. **Dispute resolution:** If a dispute arises out of, or in any way in connection with, or otherwise relates to the supply of the Job, these Terms, the breach, termination, validity or subject matter thereof, or any related Claim; and cannot be resolved between the parties within a reasonable time, then the parties agree to refer their dispute to arbitration administered by the Australia Commercial Disputes Centre (ACDC) to be conducted in Ballarat (unless otherwise agreed) in accordance with ACDC Rules for arbitration which are current at the time the dispute is referred.
22. **Miscellaneous**
- 22.1. **Notices**
Any notice or other communication to or by a party under these Terms:
 - (a) may be given by personal service, post or email;
 - (b) must be in writing, legible and in English addressed to the address of each party named in the Quote, or to any other address last notified by the party to the sender by notice given in accordance with this clause;
 - (c) is deemed to be given by the sender and received by the addressee:
 - (i) if delivered in person, at the time of delivery; or
 - (ii) if sent by pre-paid post, 2 business days after the date of posting whether delivered or not;
 - (iii) if emailed, 4 hours after the sent time as recorded on the sender's server, unless the sender receives a notice that the message has not been delivered,
 but if the delivery or receipt is on a day which is not within business hours (meaning 9:00am to 5:00pm on a business day) then notice is deemed to have been received at 9.00am on the next business day.
 - 22.2. **Change of details:** The Customer must notify the Supplier of any change to its contact details (as set out in the Quote) or in its accounts payable contact at least 5 days prior to any of those changes taking place.
 - 22.3. **Assignment:** The Customer must not assign the Job or any rights benefits or Obligations under these Terms without the prior written consent of the Supplier. A purported assignment without written consent will be deemed to be void and to convey no rights.
 - 22.4. **Costs:** Each party must pay its own costs of negotiating, preparing and submitting each Job.
 - 22.5. **Evidence:** The quantity, description and place and date of delivery of the goods or services (as applicable) as indicated on the Supplier's Quote, Tax Invoice, delivery docket or copies thereof will be conclusive evidence of the quantity, description and place and date of delivery of the goods or services.
 - 22.6. **No Exclusion of rights:** The rights, powers or remedies provided in these Terms are cumulative with and not exclusive of any rights, powers or remedies provided independently of these Terms.
 - 22.7. **Partial exercise of rights:** No single or partial exercise by any party of any right, power or remedy under these Terms shall preclude any other or further exercise of that or any other right, power or remedy.
 - 22.8. **Survival:** Notwithstanding any other provision in these Terms, any indemnity, warranty or any Obligation of confidence under each Job is independent and survives completion or cancellation of the Job.
 - 22.9. **Entire Agreement**
 - (a) The Quote and Terms contain the entire understanding between the parties in relation to each separate request for the supply of goods and services supersedes all prior agreements and communications between the parties.
 - (b) Each Quote that is accepted constitutes a binding and enforceable contract between the Supplier and the Customer on the conditions set out in these Terms.
 - 22.10. **Severability:** Any provision of these Terms which is invalid in any jurisdiction must, in relation to that jurisdiction, be read down to the minimum extent necessary to achieve its validity, if applicable; and be severed from these Terms in any other case, without invalidating or affecting the remaining provisions of these Terms or the validity of that provision in any other jurisdiction.
 - 22.11. **Relationship:** A Job does not create a relationship of employment, agency or partnership between the parties.
 - 22.12. **No waiver**
 - (a) A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by these Terms does not operate as a waiver of the power or right.
 - (b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under these Terms.
 - (c) A waiver of a breach does not operate as a waiver of any other breach.
 - 22.13. **Governing law and jurisdiction:** These Terms are governed by and must be construed in accordance with the Laws in force in Victoria. The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, the Job, its performance or subject matter.