



Terms and Conditions of Trade

R.W.D. Joinery Manufacturers Pty Ltd
ABN 33 147 849 241

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rouselawyers.com.au

Unit 4, 92 Commercial Road
Newstead Qld 4006

Locked Bag 22
Fortitude Valley BC Qld 4006

T 07 3648 9900
F 07 3648 9911
E admin@rouselawyers.com.au

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1. Definitions

In the Agreement:

- (a) **Agreement** means the agreement arising under the Terms and the Quote upon satisfaction of clause 2(a).
- (b) **Business Day** means any day on which banks in Brisbane are open.
- (c) **Care & Maintenance Instructions** means the instructions on how to handle and treat the Goods at [Care & Maintenance Instructions](#).
- (d) **Collateral** has the meaning given to it in section 10 of the PPS Act.
- (e) **Consequential Loss** means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damages.
- (f) **Corporations Act** means the *Corporations Act 2001* (Cth).
- (g) **Credit Application** means the Provision of Credit [Section 8](#)
- (h) **Customer** means the entity named as the addressee in the Quote.
- (i) **Delivery** means the loading of goods upon a transport vehicle.
- (j) **Deposit Invoice** means the first invoice issued by RWD upon receipt of a deposit payment.
- (k) **Factory Drawings** means the detailed factory drawings of the Goods provided to the Customer by RWD.
- (l) **Guarantors** means the persons described in the Credit Application as "Guarantors".
- (m) **Goods** means the goods described in the Quote.
- (n) **GST** means the Goods and Services Tax levied on any supply made under the Agreement under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any similar tax resulting in an increase in the tax payable on the supply of goods by RWD to the Customer.
- (o) **PMSI** means Purchase Money Security Interest as defined in the PPS Act.
- (p) **PPS Act** means the *Personal Property Securities Act 2009* (Cth).
- (q) **Quote** means a written description of the Goods and services to be provided.
- (r) **Register** means the Personal Property Securities Register provided for by the PPS Act.
- (s) **RWD** means R.W.D. Joinery Manufacturers Pty Ltd (ABN 33 147 849 241).
- (t) **Security Interest** has the meaning given to that term in section 12 of the PPS Act.
- (u) **Site** means the place where the Goods are or are intended be delivered (as the case may be).
- (v) **Terms** means these terms and conditions.

2. Agreement

- (a) The Agreement will become effective upon:

- (i) RWD's receipt of funds from the Customer equal to the amount set out in the Deposit Invoice; or
- (ii) the execution of the Credit Application.
- (b) RWD and the Customer agree to the terms in the Conditions, the Quote and the Credit Application (if applicable). The Quote, the Factory Drawings, the Conditions and the Credit Application (if applicable) form a single legal agreement.
- (c) If the Customer wishes to change the scope of work in the Quote or Factory Drawings, RWD will provide a new Quote for the varied scope of work, which will have the effect of varying the Agreement.
- (d) To the extent of any inconsistency between the Conditions, the Credit Application and the Quote, the Conditions will prevail to the extent of that inconsistency, and after that, the Credit Application.
- (e) Any other terms and conditions that the Customer may submit to RWD, whether attached to a purchase order or otherwise, do not apply or override these terms and conditions, unless RWD expressly agrees to those terms in writing through its solicitors, and the Agreement shall apply in any event to the extent of any inconsistency.

3. Payment and Charges

- (a) The Customer agrees to pay the amount shown on any invoice or statement for Goods or services supplied by RWD plus any additional fees and charges applicable thereto either by the last business day of the month immediately following the month of Delivery or supply, or by the time stated for payment in any delivery dockets, invoices or statements issued by RWD, whichever is the earlier.
- (b) The Customer may pay any monies owed to RWD by:
 - (i) electronic funds transfer;
 - (ii) cheque to the address shown on monthly statement;
 - (iii) credit card (fees apply); or
 - (iv) cash.
- (c) RWD may impose charges and include those on its invoices in respect of:
 - (i) 1.5% surcharge on credit card transactions; or
 - (ii) a fee equal to whatever fee is charged by RWD 's bankers for any applicable payment dishonour.
- (d) The Customer agrees to pay all government charges or duties of any kind incurred in or in connection with the provision of Goods including without limitation all stamp duties, GST, and any other charges or duties of a like kind.
- (e) The Customer will pay to RWD all costs, charges and expenses incurred by RWD, on an indemnity basis, in relation to any action, legal or otherwise taken by RWD in respect of any breach the Agreement.

4. Goods

- (a) The Quote covers the cost of manufacturing the Goods only. RWD does not provide any services in relation to installation. The Quote is exclusive of any charges for installation.
- (b) All joinery in the Goods is supplied raw, with no sealing or priming, unless noted specifically in the Quote.

- (c) The Factory Drawings are determinative of the Goods to be supplied by RWD. The Customer agrees and acknowledges that it is the sole responsibility of the Customer to thoroughly check the factory drawings in the Quote before contracting with RWD.
- (d) If changes are made to the Factory Drawings after RWD has received the initial Factory Drawings from the Customer, extra charges may apply for the Goods.
- (e) Variations in the colour, sap stain, texture or grain pattern of the timber in the Goods that occurs naturally will not be considered a defect under the Agreement.
- (f) RWD will take no responsibility for any damage to the goods that occurs as a result of non-compliance with the Care & Maintenance Instructions. Non-compliance with Care & Maintenance Instructions will also void the warranty on the Goods.
- (g) Sliding or Bi-folding doors may be delivered with the doors removed and frames flat-packed. The Purchaser must arrange for the assembly of frames and re-installation of doors.
- (h) The Goods are covered by a 7 year limited warranty.
- (i) To the fullest extent allowed under the law, RWD will provide no refunds of any payments made by the Customer.

5. Delivery

- (a) No timeframe for delivery of the Goods will be binding on RWD. The Customer agrees and acknowledges that any timeframe provided by RWD is indicative only.
- (b) The cost of delivery of the Goods is included in the Quote unless the Customer specifies, verbally or in writing, that they will take on responsibility to pickup the Goods.
- (c) The Goods will be unloaded at a point on the Site as close as the driver of the delivery vehicle may reasonably determine is appropriate for unloading in their sole discretion. The Customer will be charged for the unloading of Goods where this takes longer than 30 minutes at RWD's normal hourly rates for RWD's drivers.
- (d) RWD will determine who will deliver the Goods to the Site and the route that should be taken to effect delivery at its sole discretion. RWD will only deliver goods to a designated delivery point within the safety limits for the delivery vehicle at RWD's sole and absolute discretion.
- (e) The Customer acknowledges that the Goods may require disassembly in order for RWD to effect delivery. The Customer agrees that it will be responsible for any reassembly required to use the Goods. RWD will provide Goods reassembly services as an extra at an additional cost.
- (f) The Customer will do everything possible to ensure that there is suitable access to the Site for unloading the Goods. If the Goods cannot be unloaded, as determined by RWD or the driver, RWD is not responsible for any delay and may charge additional reasonable delivery fees.
- (g) After delivery, the Customer will:
 - (i) inspect the Goods for quantity and quality defects;
 - (ii) sign and date a delivery docket; and
 - (iii) notify RWD in writing of any defects within a notification period of 7 days.
- (h) The Goods will be deemed to be delivered without defect if there is no notification by the Customer to RWD within a period of 7 days.
- (i) Risk in respect of the goods passes to the customer upon Delivery.

6. Retention of Title

- (a) The Customer shall keep any goods provided by the RWD:
 - (i) in its exclusive possession;
 - (ii) separate from its own goods and the goods of any other person;
 - (iii) in a manner which makes them readily identifiable as goods provided by the RWD;
and
 - (iv) properly stored and protected according to industry best practices.
- (b) Notwithstanding that the risk in the goods shall have passed to the Customer on Delivery of the goods, title in all such goods shall remain with the RWD until full payment is made to the RWD for:
 - (i) the agreed price for the goods; and
 - (ii) at the RWD's option, all moneys owing by the Customer to the RWD on all accounts,

and the Customer grants a Security Interest in all goods provided to the Customer by the RWD including but not limited to the goods and associated items and the proceeds thereof, and if relevant, any interest in book debts of the Customer relating thereto and acknowledges that a PMSI will be registered in relation to the Security Interest.

- (c) If the Customer fails to make payment for the goods in accordance with the Agreement, the RWD shall have the right to recover from the Customer all goods it has provided to the Customer in the customer's possession whether paid for or not, and for that purpose the servants or agents of the RWD have a license to and may enter upon the Customer's premises (or any premises under the control of the Customer or the Customer's agent if the goods are stored at other premises) in order to effect recovery and use any reasonable force to effect recovery without liability for trespass or any resulting damage. The RWD shall have the right to re-sell or otherwise dispose of the goods so recovered without reference to the Customer.
- (d) The Customer acknowledges that until the Customer's total indebtedness to the RWD is discharged, the Customer shall hold the Goods as bailee for the RWD.
- (e) In the event that the Customer sells the goods to a third party before payment in full for the goods has been made to the RWD, the Customer hereby:
 - (i) assigns to the RWD the benefit of any claim against such third party;
 - (ii) holds any proceeds from such sales on trust for the RWD; and
 - (iii) will account fully to the RWD for the proceeds of the sale of the goods sold or any part thereof until the Customer's total indebtedness to the RWD is discharged.

7. Installation

- (a) The Goods must be installed, erected and/or used in accordance with the plan/s or diagram/s attached to a Quote or other document supplied by RWD (if applicable) or as otherwise directed by RWD and such installation, erection and/or use must comply with the requirements of all laws and regulations for the installation, erection and/or use of the Goods.
- (b) The Customer will not install, erect and/or use the Goods in any manner which will impair the structural efficiency of the Goods or any structure they be incorporated in.

- (c) Small deviations in the Goods and/or services provided by RWD will not entitle the Customer to reject the goods upon delivery.
- (d) RWD may assign its rights and/or obligations under the Agreement on notice to the Customer.

8. Provision of Credit

- (a) The credit limit is the amount notified to the Customer from time to time by RWD. Any credit provided in excess of the credit limit shall be repayable immediately.
- (b) The Customer may obtain Goods or services on credit up to the amount of the credit limit. RWD reserves the right to refuse the supply of Goods on credit and may (in its discretion) suspend the provision of credit in the event of:
 - (i) a breach of any term of the Agreement; and
 - (ii) the Customer exceeding the credit limit.

9. Exclusion of Liability

- (a) The Customer acknowledges and agrees that it uses the Goods at its own risk.
- (b) There are certain rights (such as the consumer guarantees implied by the *Competition and Consumer Act 2010 (Cth)*), which cannot by law be excluded (**Non Excludable Condition**). This clause is subject to those Non Excludable Conditions.
- (c) The Customer agrees that all implied guarantees, conditions and warranties are excluded from the Terms, except any Non Excludable Condition.
- (d) Subject to the application of any applicable Non Excludable Condition, all other liability to the Customer for any costs, expenses, losses and damages suffered or incurred directly or indirectly by the Customer in connection with the Goods, whether that liability arises in contract, tort (including by RWD's negligence) or under statute, is excluded. Subject to the application of any Non Excludable Condition, RWD will not, under any circumstances, be liable to the Customer for any indirect or Consequential Loss.
- (e) Apart from those that cannot be excluded, RWD excludes all conditions and warranties that may be implied by law. To the extent permitted by law, RWD's liability for breach of any Non Excludable Condition is restricted, at RWD's option to:
 - (i) the re-supply of the Goods or payment of the cost of the re-supply of the Goods; or
 - (ii) the replacement or repair of the Goods or payment of the cost of replacement or repair of the Goods.

10. Indemnity

- (a) By purchasing the Goods, the Customer agrees to indemnify RWD and its directors, employees and agents against all claims, demands, proceedings and other liability arising wholly or partially, directly or indirectly, from its use of the Goods.
- (b) Without limiting the generality of the above, the Customer agrees to indemnify RWD and its officers, employees, contractors and agents (the **Indemnified**) against any costs, expenses, losses, damages and liability suffered or incurred by the Indemnified arising directly or indirectly from the Customer's breach of the Terms and any negligent or unlawful act or omission by the Customer in connection with the Goods.
- (c) Without limiting the generality of the above, the Customer further agrees to indemnify the Indemnified against any costs, expenses, losses, damages and liability suffered or incurred

by the Indemnified arising directly or indirectly from a contract in force between the Customer and a third party connected with the Goods.

11. Change in Ownership or Registration Particulars

- (a) The Customer shall no later than seven days after any change of ownership, registered particulars, alteration, addition to the shareholding or directorship, notify RWD of any such change, alteration or addition, and shall provide full details of the change, alteration or addition to RWD in writing.
- (b) The Customer shall continue to be liable for any goods supplied by RWD after such change, alteration or addition unless RWD shall have approved such changes in writing, and if necessary, the customer's changed identity has applied for and had approved a new credit account with RWD.
- (c) The Customer may not assign the Agreement without the written consent of RWD.

12. Disposal of Business

- (a) The Customer shall promptly notify RWD in writing of:
 - (i) its intention to sell its business (including stock-in-trade) at least 14 days prior to the date of completion of the sale;
 - (ii) any proposal for the appointment of a receiver or liquidator or official manager of the business; and
 - (iii) any circumstances likely to lead to the appointment of a receiver, administrator, liquidator or official manager of the business.
- (b) In such circumstances the Customer shall at the request of RWD separate all of the Goods supplied by RWD from all other stock of the Customer and shall advise the purchaser, receiver, administrator, liquidator or official manager, as the case may be, that the stock so separated is RWD's and shall do all things to give RWD access and deliver to RWD or cause to be delivered to RWD all such Goods.

13. Default

If the Customer breaches any term of the Agreement and fails to remedy that breach, including failure to pay to RWD any moneys due to RWD by the due date for payment, or a receiver, manager, liquidator, provisional liquidator, administrator or official manager is appointed over all or any part of the assets or undertaking of the Customer, or if the Customer enters into or proposes to enter into a scheme of arrangement, or a petition is presented to wind up the Customer or the Customer is insolvent, RWD may:

- (a) demand immediate payment of all moneys owed by the Customer to RWD whether due for payment or not;
- (b) repossess any Goods supplied;
- (c) sell any Goods which RWD has repossessed by public auction or private treaty for cash or on terms and in such manner as RWD thinks fit, and apply the net proceeds towards payment of the customer's debt to RWD;
- (d) terminate the Agreement, and/or
- (e) cease supply Goods and/or services.

14. Securities

In order to better secure to RWD all monies payable or to become payable pursuant to the Agreement the Customer:

- (a) hereby as beneficial owner charges in favour of RWD by way of a fixed charge any right, title, estate or interest which the Customer (and if more than one jointly and severally) has or may hereafter acquire in any freehold or leasehold property and personal property (**chattels**), with the payment of all such monies payable or to become payable by the Customer;
- (b) grants to RWD a legal mortgage of any land now or hereafter held by the Customer the terms and conditions of which are contained in (and are hereby incorporated into the Agreement by reference to) Registered Document Number [insert mortgage docs in States];
- (c) shall grant a non-lapsing caveat over any freehold or leasehold property;
- (d) will execute all documents as may be required to give effect to the intention of the Agreement;
- (e) hereby irrevocably appoints all and any of RWD 's RWD secretary and credit manager or other representative as the Customer's attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable RWD to register either a non-lapsing caveat, mortgage or security interest over any such property;
- (f) consents to registration of any Security Interest on the Register; and
- (g) agrees that "expenses" means expenses of preparation, execution, stamping, registration, lodgement and enforcement, discharge or withdrawal of any caveat or mortgage and all legal costs on an indemnity basis to which RWD is put as a result of taking steps to protect, recover and/or enforce in any way, the charge(s) created by the clause.

15. Termination

- (a) RWD may immediately terminate the Agreement if the Customer breaches any of its terms.
- (b) Either party may immediately terminate the Agreement by written notice to the other party if the other party suffers an Insolvency Event. Insolvency Event means in respect of a party (the **Insolvent**), the appointment of an administrator, a receiver or receiver and manager in respect of the Insolvent, an application to a court or an order for the winding up of the Insolvent, or where anything analogous or having a substantially similar effect to any of the preceding events occurs.
- (c) The Customer may terminate the Agreement without cause; however, the termination will not be valid until the Customer has unambiguously communicated its intention to terminate to RWD in writing.
- (d) If the Customer terminates under (c), the Customer will be liable to RWD for the market cost of the materials and time spent on the Goods by RWD until the date of termination, as determined and invoiced by RWD (**Termination Amount**), as well as an additional amount of 10% of the Termination Amount to compensate us for administration costs.
- (e) Despite clause (c), any amount paid by the Customer to RWD in respect of the Deposit Invoice will be non-refundable to the fullest extent available under the law as a deposit.

16. Provide Information

Upon RWD's request, from time to time, the Customer must provide to RWD, information in the form and required by RWD, in relation to the Customer's financial position, including a balance sheet and profit and loss statement and where the Customer is a corporation or trust, information in relation to any Guarantors.

17. Guarantee and Indemnity

- (a) This is an important part of this document and is separate and distinct from the Agreement in relation to Guarantors. The Guarantors should consider obtaining independent legal and financial advice regarding it. Understand that, by signing this Guarantee, the Guarantors may become personally responsible instead of, or as well as, the Customer to pay the amount which the Customer owes and the reasonable expenses of the credit provider in enforcing this Guarantee.
- (b) In consideration of RWD agreeing to trade with the Customer, the Guarantors (jointly and severally) personally guarantee to RWD:
 - (i) the due and punctual payment by the Customer of all monies due and payable to RWD; and
 - (ii) the due performance and observance of the Agreement, and indemnify RWD against any loss.
- (c) This Guarantee and indemnity is a continuing guarantee and indemnity and shall not be affected by any claim which the Customer or the Guarantors may have against RWD on any account whatsoever and the Guarantors shall not be entitled to any deductions, set-off or counter-claim.
- (d) This Guarantee and indemnity shall not be voided or otherwise come to an end by virtue of any variation.
- (e) This Guarantee and indemnity will be a principal obligation of the Guarantor(s).
- (f) The Guarantor(s) will pay to RWD all costs, charges and expenses incurred by RWD on an indemnity basis, in relation to any action taken by RWD in respect of this Guarantee and indemnity.
- (g) In order to better secure to RWD all monies payable or to become payable pursuant to this Guarantee every person named herein as Guarantor:
 - (i) hereby as beneficial owner charges in favour of RWD by way of a fixed charge any right, title, estate or interest which the Guarantor (and if more than one jointly and severally) has or may hereafter acquire in any freehold, leasehold property or personal property, with the payment of all such monies payable or to become payable by the Customer;
 - (ii) grants to RWD a legal mortgage of any land now or hereafter held by the Guarantors the terms and conditions of which are contained in (and are hereby incorporated into this Guarantee by reference to) Registered Document Number ;
 - (iii) shall grant a non-lapsing caveat over any freehold or leasehold property;
 - (iv) will execute all documents as may be required to give effect to the intention of the Agreement;
 - (v) hereby irrevocably appoints all and any of RWD's RWD secretary and credit manager or other representative as the Guarantor's attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable RWD to register either a non-lapsing caveat, mortgage or Security Interest over any such property;
 - (vi) Consents to registration of any Security Interest on the Register; and
 - (vii) agrees that "expenses" means expenses of preparation, execution, stamping, registration, lodgement and enforcement, discharge or withdrawal of any caveat or mortgage and all legal costs on an indemnity basis to which RWD is put as a result of taking steps to protect, recover and/ or enforce in any way the charge(s) created.

18. PPS Act

- (a) Non-defined terms in this clause should be interpreted by reference to the PPS Act.
- (b) The Customer consents to the RWD affecting and maintaining a registration on the Register (in any manner the RWD considers appropriate) in relation to any Security Interest contemplated or constituted by the Agreement in the goods and the proceeds arising in respect of any dealing in the goods and the Customer agrees to sign any documents and provide all assistance and information to the RWD required to facilitate the registration and maintenance of any Security Interest. The RWD may at any time register a financing statement or financing change statement in respect of a Security Interest (including any PMSI). The Customer waives the right to receive notice of a verification statement in relation to any registration on the Register of a Security Interest in respect of the goods.
- (c) The Customer undertakes to:
 - (i) do anything (in each case, including executing any new document or providing any information) that is required by the RWD:
 - (A) so that the RWD may acquire and maintain one or more perfected Security Interests under the PPS Act in respect of the goods and the proceeds of the goods;
 - (B) to register a financing statement or financing change statement; and
 - (C) to ensure that the RWD's security position, and rights and obligations, are not adversely affected by the PPS Act;
 - (ii) not register a financing change statement in respect of a Security Interest contemplated or constituted by the Agreement without the RWD's prior written consent; and
 - (iii) not register, or permit to be registered, a financing statement or a financing change statement in relation to the goods in favour of a third party without the RWD's prior written consent.
- (d) If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a Security Interest arising under or in connection with the Agreement and section 115 of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and the Customer will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 121(4); section 125; section 127; section 129(2) and (3); section 130; section 132; section 134(2); section 132(4); section 135; section 136(3), (4) and (5); section 137 and section 143.
- (e) Unless otherwise agreed and to the extent permitted by the PPS Act, the parties agree not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. The Customer waives any right that the Customer may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of the above information.
- (f) For the purposes of section 20(2) of the PPS Act, the collateral is or includes any goods provided by the RWD to the Customer from time to time. The Agreement is a security agreement for the purposes of the PPS Act.
- (g) The RWD may apply amounts received in connection with the Agreement to satisfy obligations secured by a Security Interest contemplated or constituted by the Agreement in any way the RWD determines at its sole and absolute discretion.

19. Website

- (a) RWD has made all reasonable efforts to ensure that all information provided on RWD's website is accurate at the time of inclusion but makes no representation or warranties, express or implied, except as imposed by law, regarding the information provided on the website, including any hypertext links or any other items used either directly or indirectly from the website and reserves the right to make changes and corrections at any time without notice.
- (b) RWD accepts no responsibility for any inaccuracies or omissions in the website and any decisions based on information contained in the website are solely the responsibility of the Customer. RWD accepts no liability for any direct, indirect, special, consequential or other losses or damages of whatsoever kind arising out of access to, or the use of the website or any information contained therein.

20. Communication

- (a) Any communication under or in connection with the Agreement must be in writing.
- (b) RWD will send communications to the post, fax or email details for the Customer described in the Quote.
- (c) The Customer will send communications to the post, fax or email details for RWD described in the Quote.
- (d) The Customer:
 - (i) consents to receive communications from RWD electronically if an email address in respect of it is set out in the Quote; and
 - (ii) agrees that all agreements, notices, disclosures and other communications that are provided to the Customer electronically satisfy any legal requirement that such communications be in writing.

21. Trusts

- (a) In its capacity as trustee of a trust fund and whether or not such trust has been disclosed to RWD, the Customer represents and warrants to RWD that:
 - (i) the trust is a valid and subsisting trust as at the date of the Agreement;
 - (ii) all of the powers and discretions conferred on the Customer as trustee of the trust fund are, at the date of the Agreement, capable of being validly exercised by it as trustee of the trust fund, no action has been taken to vary or revoke those powers and discretions;
 - (iii) the Customer has full and unfettered power under the trust deed to execute, and perform its obligations under, the Agreement on behalf of the trust and all action necessary under the trust deed has been taken to authorise the execution and performance of the Agreement; and
 - (iv) the Agreement is binding upon the Customer and if the Customer is an individual, personally and in its capacity as trustee of the trust and nothing contained or implied in the Agreement or in any notification given or deemed to be given to RWD will prejudice, affect or in any way limit the liability of the Customer on its own account as Customer under the Agreement.
 - (v) Where the Customer or Guarantor is trustee of a trust, the trustee is liable under the Agreement in its personal capacity and in its capacity as trustee of the trust, whether or not the existence of such a trust has been disclosed to the RWD.

- (b) A reference in this document to any property, asset or thing which is held by the Customer as trustee will be construed as extending to and, unless the context indicates a contrary intention, binding on, all such property, and every such asset or thing that at any time is held by the trustee either in its personal capacity or as trustee of the trust.

22. General

- (a) The Customer warrants that it holds all necessary licences and permits (if any) required to purchase Goods from RWD and it will supply any particulars relating to such licences and permits immediately upon request by RWD.
- (b) RWD may at any time set off any amount the Customer owes to RWD against any amount RWD may then owe to the Customer. The Customer may not set off or deduct any amount from moneys owed to RWD.
- (c) No waiver or indulgence by RWD will be a waiver of RWD 's rights with respect to any breach or recurring breach. No variation of the Agreement shall be effective without RWD's consent in writing.
- (d) Time is of the essence for the performance of the Customer's obligations, but will not be binding on RWD.
- (e) The laws of the State of Queensland govern the Agreement and the Customer consents to the jurisdiction of the Courts of the State of Queensland in Brisbane.
- (f) In the event that any clause or part of a clause of the Agreement is void, invalid, illegal, unlawful or otherwise unenforceable, that clause or part of a clause is deemed to be severed from this contract and of no force or effect so that all other clauses and parts of clauses of the Agreement continue to remain in full force and effect.