

1. Definitions

“Attach2” means Attach2 Pty Limited and its successors and assigns or any person acting on behalf of and with the authority thereof.

“Australian Consumer Law” means the Australian Consumer Law which forms Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

“Claim” means any action, claim or demand, whether arising in contract, tort (including negligence), under statute, at common law or otherwise.

“Client” means the person/s or any person acting on behalf of and with the authority of the Client requesting Attach2 to provide the Equipment for purchase as specified in any proposal, quotation, invoice, order, authorisation, or other documentation, and:

- (a) if there is more than one Client is a reference to each Client jointly and severally.
- (b) if the Client is a part of a Trust, will be bound in their capacity as a trustee; and
- (c) includes the Client’s executors, administrators, successors and permitted assigns.

“Equipment” means all Equipment (including but not limited to, chattels, machinery and plant including all fittings accessories, tool and parts) supplied by Attach2 to the Client (and where the context so permits will include any supply of Services). The Equipment will be as described on the invoices, quotation, or any other authorisation form provided by Attach2 to the Client.

“Trade Customers” are only those Client’s whom Attach2 has agreed is currently entitled to trade credit terms.

“Price” means the Price payable (plus any Goods and Services Tax (“GST”) where applicable) for the purchase of the Equipment, as agreed between Attach2 and the Client in accordance with clause 5 below.

“Receiver” includes a receiver or receiver and manager.

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions once the Client has signed and accepted this contract, or any other associated forms or documentation.
- 2.2 These terms and conditions may only be amended with the consent of both parties in writing and will prevail to the extent of any inconsistency with any other document or contract between the Client and Attach2.
- 2.3 None of Attach2’s agents or representatives are authorised to make any representations, statements, conditions or contracts not expressed by the Manager of Attach2 in writing, nor is Attach2 bound by any such unauthorised statements.
- 2.4 Electronic signatures will be deemed to be accepted by either party providing that the parties have complied with Section 10 of the *Electronic Transactions Act 1999* or any other applicable provisions of that Act or any Regulations referred to in that Act.
- 2.5 Where the Contract is signed by a person on behalf of the Client (but the signatory is not the Client named in the Contract) then the following provisions will apply:
 - (a) the person signing the Contract warrants to Attach2 that he or she has the full authority of the Client to enter into this Contract; and
 - (b) the person signing this Contract on behalf of the Client remains personally liable hereunder until all obligations of the Client have been fully met or any monies due hereunder paid by the Client to Attach2; and
 - (c) the person signing this Contract on behalf of the Client acknowledges that Attach2 enters into this Contract in reliance upon the warranty given in clause 2.5(a) and the acknowledgement of personal liability set out in clause 2.5(b) herein.

3. Errors and Omissions

- 3.1 The Client acknowledges and accepts that Attach2, without prejudice, accepts no liability in respect of any alleged or actual error(s) and/or omission(s):
 - (a) resulting from an inadvertent mistake made by Attach2 in the formation and/or administration of this contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Attach2 in respect of the Services.
- 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1 and is not attributable to the negligence and/or wilful misconduct of Attach2; the Client will not be entitled to treat this contract as repudiated nor render it invalid.

4. Change in Control

- 4.1 The Client must give Attach2 not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client’s details (including but not limited to, changes in the Client’s name, address, contact phone or fax number/s, change in trustees, or business practice). The Client will be liable for any loss incurred by Attach2 as a result of the Client’s failure to comply with this clause.

5. Price and Payment

- 5.1 The Price will be:
 - (a) subject to any changes in the Price under clause 5.2, the quoted price provided by Attach2 to the Client, which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days; or
 - (b) if no quoted price has been given, the amount indicated on any invoice provided by Attach2 to the Client.

- 5.2 Attach2 reserves the right to change the Price in the event of a variation to Attach2’s quotation. Any variation from the plan of scheduled Services or specifications of the Equipment beyond Attach2’s control (including, but not limited to, any variation as a result of increases to Attach2 in the cost of labour, materials or overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which will be charged for on the basis of Attach2’s quotation, and will be detailed in writing, and shown as variations on Attach2’s invoice. The Client must respond to any variation submitted by Attach2 within ten (10) working days. Failure to do so will entitle Attach2 to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 5.3 Except where Attach2 dispenses with this requirement, a deposit/bond may be required, for the amount specified in the contract at Attach2’s discretion and will become due and payable on the Client’s acceptance of this contract (as per clause 2.1).
- 5.4 Payment of the Price for the Equipment by the Client will be on the date/s determined by Attach2, which may be:
 - (a) for “Trade Customers”: the twenty-first (21st) day of the month following invoice; or
 - (b) for “Non-Trade Customers”: prior to order acceptance.
- 5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Client and Attach2.
- 5.6 The Client will not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Attach2 nor to withhold payment of any invoice because part of that invoice is in dispute.
- 5.7 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Attach2 an amount equal to any GST Attach2 must pay for any supply by Attach2 under this or any other contract for the sale of the Equipment. The Client must pay GST, without deduction or setoff of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 5.8 The Client accepts and agrees Attach2 has right of recovery, and in the event of a liquidation where payments have been made in accordance with normal business practice and as set out herein, such payment will not be regarded as preferential.

6. Delivery of Equipment

- 6.1 Delivery (“Delivery”) of the Equipment is taken to occur at the time that:
 - (a) the Client or the Client’s nominated carrier takes possession of the Equipment at Attach2’s address; or
 - (b) Attach2 (or Attach2’s nominated carrier) delivers the Equipment to the Client’s nominated address even if the Client is not present at the address.
- 6.2 At Attach2’s sole discretion, the cost of delivery is in addition to the Price.
- 6.3 The Client must take delivery of the Equipment tendered notwithstanding that the specifications may differ from the specifications originally agreed to, provided that the Price will be adjusted pro rata to the discrepancy.
- 6.4 Attach2 may deliver the Equipment in separate instalments. Each separate instalment will be invoiced and paid in accordance with the provisions in these terms and conditions.
- 6.5 Any time specified by Attach2 for delivery of the Equipment is an estimate only. The Client must take delivery by receipt or collection of the Equipment whenever they are tendered for delivery. Attach2 will not be liable for any loss or damage incurred by the Client as a result of delivery being late.

7. Risk

- 7.1 Even where Attach2 retains property in the Equipment in accordance with clause 8, all risk of damage to or loss of the Equipment passes to the Client on delivery and the Client must insure the Equipment on or before delivery.
- 7.2 If any of the Equipment is damaged or destroyed following delivery but prior to ownership passing to the Client, Attach2 is entitled to receive all insurance proceeds payable for the Equipment. The production of these terms and conditions by Attach2 is sufficient evidence of Attach2’s rights to receive the insurance proceeds without the need for any person dealing with Attach2 to make further enquiries.

8. Title

- 8.1 Attach2 and the Client agree that ownership of the Equipment will not pass until:
 - (a) the Client has paid Attach2 all amounts owing to Attach2; and
 - (b) the Client has met all its other obligations to Attach2.
- 8.2 Receipt by Attach2 of any form of payment other than cash will not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 8.3 Upon delivery of the Equipment, and while Attach2 remains the owner of the Equipment, the Client holds the Equipment as bailee for Attach2 and agrees to fulfil all legal obligations as bailee, including the duty to take care of the Equipment.
- 8.4 The Client holds the benefit of the Client’s insurance of the Equipment on trust for Attach2 and must pay to Attach2 the proceeds of any insurance in the event of the Equipment being lost, damaged or destroyed.
- 8.5 The Client must not sell, dispose, or otherwise part with possession of the Equipment other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Equipment then the Client must hold the proceeds of any such act on trust for Attach2 and must pay or deliver the proceeds to Attach2 on demand.
- 8.6 the Client must not convert or process the Equipment or intermix them with other Equipment. If if the Client does so, the Client holds the resulting product on trust for

- the benefit of Attach2 and must sell, dispose of or return the resulting product to Attach2 as it so directs.
- 8.7 The Client must store or keep the Equipment so that it is clearly identifiable as Attach2's property while Attach2 remains the owner of the equipment.
- 8.8 Until the Client has paid all amounts owing to Attach2 in full, and has met all its obligations to Attach2, Attach2 may recover possession of any Equipment in transit whether or not delivery has occurred.
- 8.9 The Client irrevocably authorises Attach2 or its nominees to enter any premises where Attach2 believes the Equipment are located, in order to recover possession of the Equipment.
- 8.10 Attach2 is not liable for any damage caused to the premises during any recovery of possession of Equipment. The Client indemnifies Attach2 against any Claim for damages by another person.
- 8.11 Attach2 may resell the Equipment which it reclaims possession of on any terms and as it sees fit. Attach2 may apply the proceeds of such sale to repay any debt owed by the Client.
- 8.12 The Client must not charge or grant an encumbrance over the Equipment nor grant nor otherwise give away any interest in the Equipment while they remain the property of Attach2.
- 8.13 If the Client has sold the Equipment prior to ownership having passed to the Client, Attach2 may commence proceedings against the Client to recover the Price of the Equipment.
- 9. Personal Property Securities Act 2009 ("PPSA")**
- 9.1 The Client acknowledges and agrees that clause 8.1 creates a purchase money security interest (as that term is defined in the PPSA) in favour of Attach2 in respect of the Equipment.
- 9.2 If Attach2 determines that this Agreement (or a transaction in connection with it) is or contains a security interest for the purposes of the PPSA, the Client:
- agrees to do anything Attach2 reasonably asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) to:
 - ensure that the security interest is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective; or
 - enable Attach2 to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by Attach2 (including a registration for what whatever collateral class Attach2 thinks fit and the Client consents to any such registration or notification and agrees not to make an amendment demand); or
 - enable Attach2 to exercise rights in connection with the security interest; and
 - undertakes to:
 - indemnify, and upon demand reimburse, Attach2 for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Equipment charged thereby.
 - not grant a security interest in, or permit to be registered a financing statement or a financing change statement in relation to, the Equipment in favour of a third party without the prior written consent of Attach2.
 - immediately advise Attach2 of any material change in its business practices of selling Equipment which would result in a change in the nature of proceeds derived from such sales.
- 9.3 To the extent the law permits:
- for the purposes of sections 115(1) and 115(7) of the PPSA:
 - Attach2 need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and
 - sections 142 and 143 are excluded.
 - for the purposes of section 115(7) of the PPSA, Attach2 need not comply with sections 132 and 137(3).
 - if the PPSA is amended after the date of this Agreement to permit the Client and Attach2 to agree to not comply with or to exclude other provisions of the PPSA, Attach2 may notify the Client that any of these provisions is excluded, or that Attach2 need not comply with any of these provisions as notified to the Client by Attach2; and
 - the Client agrees not to exercise its rights to make any request of Attach2 under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.
- 9.4 If Attach2 exercises a right, power or remedy in connection with this Agreement, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless Attach2 states otherwise at the time of exercise. However, this clause does not apply to a right, power or remedy which can only be exercised under the PPSA.
- 9.5 To the extent the law permits, the Client waives:
- its rights to receive any notice that is required by:
 - any provision of the PPSA (including a notice of a verification statement); or
 - any other law before a secured party or Receiver exercises a right, power or remedy; and
 - any time period that must otherwise lapse under any law before a secured party or Receiver exercises a right, power or remedy.
- If the law which requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).
- However, nothing in this clause prohibits Attach2 or any Receiver from giving a notice under the PPSA or any other law.
- 9.6 The Client agrees to notify Attach2:
- at least 14 days before the Client does any of the following:
 - if the Client does not have an ACN or ARBN (or the Trust does not have an ACN or ARBN), the Client changes its name.
 - the Client becomes trustee of a trust with an ABN or ARSN, or a partner in a partnership with an ABN, other than a trust or partnership referred to in this Agreement; and
 - if the Client is a trustee of a trust without an ABN or ARSN, or a partner in a partnership without an ABN, the trust or partnership acquires such a number; and
 - if the Client has an ACN or ARBN (or is the trustee of a trust that has an ABN or ARSN) (or is a partner in a partnership that has an ABN), as soon as possible after the Client becomes aware that the number will change or cease to apply.
- Any notice given under this clause must state that it is given under this clause.
- 9.7 Despite anything else in this Agreement, neither party may disclose any information in connection with this Agreement under section 275(4) of the PPSA unless section 275(7) of the PPSA applies.
- 10. Security and Charge**
- 10.1 In addition to the purchase money security interest created under clause 8.1 and in consideration of Attach2 agreeing to supply the Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 10.2 The Client indemnifies Attach2 from and against all Attach2's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Attach2's rights under this clause.
- 10.3 The Client irrevocably appoints Attach2 and each director of Attach2 as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Client's behalf.
- 11. Liability**
- 11.1 To the maximum extent permitted by law and subject to any non-excludable rights, obligations or remedies the Client or Attach2 may have under the Australian Consumer Law:
- no warranty is made by Attach2 concerning the performance, specifications, or capacity of the Equipment.
 - Attach2's liability will be limited to the cost of replacement or repair (at Attach2's sole discretion) of any Equipment.
 - Attach2 will not be responsible to the Client or to third parties for any damage that may be done by Attach2's delivery and collection vehicle or Attach2's servants or agents on effecting delivery and/or collection of the Equipment; and
 - Notwithstanding clause 11.1(b) herein, Attach2 and its employees, contractors and agents and any manufacturer(s) of the Equipment, will not be liable to the Client for any consequential loss or damage caused by, or arising from breakdown of the Equipment, delays in manufacturing or delivery, faulty installation, unreasonable use, faulty specifications and design, and faulty material, equipment or component parts in the Equipment.
- 12. Defects and Returns**
- 12.1 The Client must inspect the Equipment on delivery and notify Attach2 of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote.
- 12.2 If the Client identifies any alleged defect, shortage in quantity, damage or failure to comply with the description or quote in accordance with clause 12.1, it must notify Attach2 in writing and must afford Attach2 an opportunity to inspect the Equipment within a reasonable time following delivery if the Client believes the Equipment are defective in any way.
- 12.3 Attach2 will not be liable for damage to, or failure of, Equipment which results from the Equipment not being stored or used in a proper manner.
- 12.4 Nothing in this clause 12 is intended to exclude, restrict or modify any rights, remedies or liabilities that the Client might have under the Australian Consumer Law.
- 12.5 Unless the Client is otherwise entitled to a remedy under the Australian Consumer Law, Attach2 will only accept returns of Equipment for replacement or repair under clause 12.2:
- which Attach2 has agreed in writing that the Client is entitled to reject;
 - if Equipment is returned at the Client's cost within seven (7) days of the delivery date; and
 - if the Equipment is returned in the condition in which it was delivered (in as new condition as is reasonably possible in the circumstances)
- in which case Attach2 may (in its discretion) accept the return of Equipment for credit but this may incur a handling fee of twenty percent (20%) of the value of the returned Equipment plus any freight.
- 13. Warranty**
- 13.1 Your Attach2 Equipment may be subject to an express warranty, which is provided in addition to any rights and remedies that are available to you under applicable Australian law, including the Australian Consumer Law.
- 13.2 Attach2's express warranty does not apply to any Equipment that is not manufactured by Attach2. Please refer to the manufacturer's warranty as applicable.
- 13.3 In the case of second-hand Equipment, the Client acknowledges that it has had full opportunity to inspect the same Attach2 does not give any express warranty in relation

to the second-hand Equipment, but the Client may have rights under the Australian Consumer Law.

13.4 To the maximum extent permitted by law, Attach2 will not be responsible for any loss or damage to the Equipment, or any incidental loss or damage arising directly or indirectly from the Equipment (including but not limited to lost profits, business, revenue or goodwill, other type of damage to property or economic loss).

14. Intellectual Property

14.1 The Client agrees that Attach2 may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Equipment which Attach2 has created for the Client. The Client agrees that they may only use Attach2's intellectual property including any documents, designs, drawings or Equipment for the purposes of marketing or any other purpose outside of the normal day to day use of the Equipment, with the express written permission of Attach2.

15. Default and Consequences of Default

15.1 Interest on overdue invoices will accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Attach2's sole discretion such interest will compound monthly at such a rate) after as well as before any judgment.

15.2 If the Client owes Attach2 any money the Client hereby indemnifies Attach2 from and against all costs and disbursements incurred by Attach2 in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Attach2's collection agency costs, and bank dishonour fees).

15.3 Further to any other rights or remedies Attach2 may have under this contract, if a Client has made payment to Attach2, and the transaction is subsequently reversed, the Client will be liable for the amount of the reversed transaction, in addition to any further costs incurred by Attach2 under this clause 15 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this contract.

15.4 Without prejudice to Attach2's other remedies at law, Attach2 will be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Attach2 will, whether or not due for payment, become immediately payable if:

- (a) any money payable to Attach2 becomes overdue, or in Attach2's opinion the Client will be unable to make a payment when it falls due;
- (b) the Client has exceeded any applicable credit limit provided by Attach2;
- (c) the Client 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
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

16. Cancellation

16.1 Where the Client cancels delivery of the Equipment, the Client will be liable for any and all loss incurred (whether direct or indirect) by Attach2 as a direct result of the cancellation (including, but not limited to, any loss of profits). If the cancellation of any order(s) for Equipment is of Equipment made to the Client's specifications, or for non-stocklist items, Attach2 will not accept the cancellation once production has commenced, or an order has been placed.

16.3 Notwithstanding clause 16.1 herein, Attach2 may cancel any contract to which these terms and conditions apply or cancel delivery of Equipment at any time before the Equipment is delivered by giving written notice to the Client. On giving such notice Attach2 will repay to the Client any money paid by the Client for the purchase of the Equipment. Attach2 will not be liable for any loss or damage whatsoever arising from such cancellation.

17. Assessment of Creditworthiness

17.1 The Client will provide to Attach2:

- (a) any information which it reasonably requests for the purposes of assessing the credit worthiness of the Client; and
- (b) any written authorisations which it requires to access information for the purpose of assessing the Client's creditworthiness.

17.2 The Client agrees that Attach2 may disclose information about the Client, whether obtained directly from the Client or from any other source to any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.

17.3 The Client acknowledges that Attach2 may use and disclose the Client's personal information in accordance with Attach2's privacy policy.

18. Service of Notices

18.1 Any written notice given under this contract will be deemed to have been given and received:

- (a) by handing the notice to the other party, in person.
- (b) by leaving it at the address of the other party as stated in this contract.
- (c) by sending it by registered post to the address of the other party as stated in this contract.
- (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission; or
- (e) if sent by email to the other party's last known email address.

18.2 Any notice that is posted will be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

19. Trusts

19.1 If the Client at any time upon or subsequent to entering into the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Attach2 may have notice of the Trust, the Client covenants with Attach2 as follows:

- (a) the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund.
- (b) the Client has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.
- (c) the Client will not without consent in writing of Attach2 (Attach2 will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events.
 - (i) the removal, replacement or retirement of the Client as trustee of the Trust.
 - (ii) any alteration to or variation of the terms of the Trust.
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.

20. General

20.1 These terms and conditions (including any details included on the invoice) constitute the whole agreement between Attach2 and the Client and may only be varied by Attach2 in writing.

20.2 Any previous agreements, correspondence, or representations in relation to matters dealt with in these terms and conditions cease to have any force or effect upon the Client's agreement to these terms and conditions. To the extent there is any conflict between these terms and conditions and any Purchase Order, invoice or other document relating to any Equipment (including any document produced by Attach2), these terms and conditions will prevail.

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

20.4 These terms and conditions and any contract to which they apply will be governed by the laws of Queensland, Australia.

20.5 Any provision of these terms and conditions that is illegal, void or unenforceable will be severed without affected the other provisions.

20.5 Subject to the provisions of clause 12.1, Attach2 will not be liable whatsoever to the Client for any Claim in relation to indirect and/or consequential loss and/or expense or any loss of profit, loss of production or loss of use suffered by the Client arising out of a breach by Attach2 of these terms and conditions and in any event Attach2's liability for all liability arising out of, or in relation to, this agreement (including contract, tort (including negligence, statutory breach or otherwise) will be limited to the purchase price of the Equipment).

20.7 Attach2 may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent. The Client cannot licence or assign without the written approval of Attach2.

20.8 The Client agrees that Attach2 may amend these terms and conditions by notifying the Client in writing. These changes will be deemed to take effect from the date on which the Client either accepts the amendments in writing, or e at such time as the Client makes a further request for Attach2 to provide Equipment to the Client.

20.9 Neither party will 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.

20.10 The Client will do all things reasonably necessary or reasonably requested by Attach2 to carry out and give effect to its obligations under, and the intention of, these terms and conditions.

20.11 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.

20.13 Each indemnity in these terms and conditions is a continuing obligation, separate and independent from the other obligations of each party and survives termination of these terms and conditions.