

# Australian Architectural Fire Doors Pty Ltd – Terms & Conditions of Trade

<p>1. <b>Definitions</b></p> <p>1.1 <b>"AAFD"</b> means Australian Architectural Fire Doors Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Australian Architectural Fire Doors Pty Ltd.</p> <p>1.2 <b>"Client"</b> means the person's, entities or any person acting on behalf of and with the authority of the Client requesting AAFD to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:</p> <p>(a) if there is more than one Client, it is a reference to each Client jointly and severally; and</p> <p>(b) if the Client is a partnership, it shall bind each partner jointly and severally; and</p> <p>(c) if the Client on behalf of or part of, a Trust, shall be bound in its own capacity as a trustee; and</p> <p>(d) includes the Client's executors, administrators, successors, and permitted assigns.</p> <p>1.3 <b>"Confidential Information"</b> means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.</p> <p>1.4 <b>"Contract"</b> means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.</p> <p>1.5 <b>"Cookies"</b> means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. <b>If the Client does not wish to allow Cookies to operate in the background when using AAFD's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.</b></p> <p>1.6 <b>"Goods"</b> means Goods or Services supplied by AAFD to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).</p> <p>1.7 <b>"GST"</b> means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).</p> <p>1.8 <b>"Price"</b> means the Price payable (plus any GST where applicable) for the Goods as agreed between AAFD and the Client in accordance with clause 6 below.</p> <p>2. <b>Acceptance</b></p> <p>2.1 The parties acknowledge and agree that:</p> <p>(a) they have read and understood the terms and conditions contained in this Contract; and</p> <p>(b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts Delivery of the Goods.</p> <p>2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.</p> <p>2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.</p> <p>2.4 The Client acknowledges and accepts that the supply of Goods:</p> <p>(a) on credit shall not be taken until the Client has completed a credit application with AAFD and it has been approved with a credit limit established for the account. In the event that the supply of Goods requested exceeds the Client's credit limit and/or the account exceeds the payment terms, AAFD reserves the right to refuse Delivery. AAFD may increase or decrease the Client's credit limit at the Client's specific request or lower the limit without approval from the Client, and any reduction shall not be to an amount less than the balance outstanding without prior communication with the Client; and</p> <p>(b) for accepted orders may be subject to availability and if, for any reason, the Goods are not or cease to be available, AAFD reserves the right to substitute comparable Goods (or components of the Goods) and vary the Price as per clause 6.2. In all such cases AAFD will notify the Client in advance of any such substitution, and also reserves the right to place the Client's order and/or Services on hold, until such time as AAFD and the Client agree to such changes.</p> <p>2.5 All work shall be performed within AAFD's normal working hours of Monday to Friday 8:00am to 5:00pm unless specifically arranged and additional charges may apply for work outside these hours. Where excessive wait/access times are frequently experienced, AAFD shall reserve the right to negotiate applicable charges at the submitted hourly rate. AAFD shall highlight such issues and advise the Client appropriately.</p> <p>2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p> <p>3. <b>Authorised Representatives</b></p> <p>3.1 Unless otherwise limited, as per clause 3.2, the Client agrees that should the Client introduce any third-party to AAFD as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Goods or Services on the Client's behalf and/or to request any variation to the Services on the Client's behalf (such authority to continue until all requested Services have been completed or the Client otherwise notifies AAFD in writing that said person is no longer the Client's duly authorised representative).</p> <p>3.2 In the event that the Client's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Client's behalf then, the Client must specifically and clearly advise AAFD in writing of the parameters of the limited authority granted to their representative.</p> <p>4. <b>Errors and Omissions</b></p> <p>4.1 The Client acknowledges and accepts that AAFD shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):</p> <p>(a) resulting from an inadvertent mistake made by AAFD in the formation and/or administration of this Contract; and</p> <p>(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by AAFD in respect of the Services.</p> <p>4.2 In circumstances where the Client is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Goods (whether they are made to order for Goods or not) ("Client Error"). The Client must pay for Goods if orders from AAFD notwithstanding that such Goods suffer from a Client Error and notwithstanding that the Client has not taken or refuses to take Delivery of such Goods. AAFD is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.</p> <p>5. <b>Change in Control</b></p> <p>5.1 The Client shall give AAFD 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 of trustees, or business practice). The Client shall be liable for any loss incurred by AAFD as a result of the Client's failure to comply with this clause.</p> <p>6. <b>Price and Payment</b></p> <p>6.1 At AAFD's sole discretion, the Price shall be either:</p> <p>(a) indicated on an order provided by AAFD to the Client upon placement of an order for Goods;</p> <p>(b) the Price as at the date of Delivery of the Goods according to AAFD's current price list, as previously disclosed to the Client upon the Client's placement of an order for Goods; or</p> <p>(c) AAFD's quoted Price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p> <p>6.2 AAFD reserves the right to change the Price if a variation to AAFD's quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of additional Services required due to unforeseen circumstances, such as limitations to accessing the site and/or crawl spaces, changes to the scope of work as a result of inaccurate plans, availability of machinery, safety considerations (including the discovery of asbestos), poor weather conditions, industrial action, unavailability of raw materials, prerequisite work by any third-party not being completed or as a result of any increase to AAFD in the cost of materials and labour, which are beyond AAFD's control) will be detailed in writing, and shown as variations on AAFD's invoice. The Client shall be required to respond to any variation submitted by AAFD within ten (10) working days. Failure to do so will entitle AAFD 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.</p> <p>6.3 At AAFD's sole discretion, a reasonable non-refundable deposit may be required upon placement of an order for Goods, in accordance with any quotation provided by AAFD or as notified to the Client prior to the placement of an order for Goods.</p> <p>6.4 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date determined by AAFD, which may be:</p> <p>(a) on or before Delivery of the Goods;</p> <p>(b) by way of instalments/progress payments in accordance with AAFD's payment schedule;</p> <p>(c) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;</p> <p>(d) the date specified on any invoice or other form as being the date for payment; or</p> <p>(e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by AAFD.</p> <p>6.5 Payment may be made by cash, cheque, bank cheque, electronic on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and AAFD.</p> <p>6.6 AAFD may in its discretion allocate any payment received from the Client towards any invoice that AAFD determines and may do so at the time of receipt or at any time afterwards. On any default by the Client, AAFD may re-allocate any payments previously received and allocated. In the absence of any payment allocation by AAFD, payment will be deemed to be allocated in such manner as preserves the maximum value of AAFD's Purchase Money Security Interest (as defined in the PPSA) in the Goods.</p> <p>6.7 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by AAFD nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify AAFD in writing within three (3) business days, the invoice shall remain payable for the full amount, until such time as AAFD investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in AAFD placing the Client's account into default and subject to default interest in accordance with clause 18.1.</p> <p>6.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to AAFD an amount equal to any GST AAFD must pay for any supply by AAFD under this or any other Contract for the sale of the Goods. The Client must pay GST without deduction or set-off 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.</p> <p>7. <b>Provision of the Services</b></p> <p>7.1 Subject to clause 7.2 it is AAFD's responsibility to ensure that the Services start as soon as it is reasonably practicable.</p> <p>7.2 The Services' commencement date will be extended, and the completion date extended by whatever time is reasonable in the event that AAFD claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond AAFD's control, including, but not limited to any failure by the Client to:</p> <p>(a) make a selection or</p> <p>(b) have the site ready for the Services; or</p> <p>(c) notify AAFD that the site is ready.</p> <p>7.3 Delivery ("Delivery") of the Goods to take effect at the time that:</p> <p>(a) the Client or the Client's nominated carrier takes possession of the Goods at AAFD's address; or</p> <p>(b) AAFD (or AAFD's nominated carrier) delivers the Goods to the Client's nominated address, even if the Client is not present at the address.</p> <p>7.4 The cost of Delivery will be payable by the Client in accordance with the quotation provided by AAFD to the Client, or as otherwise notified to the Client prior to the placement of an order for Goods.</p> <p>7.5 Any time specified by AAFD for Delivery of the Goods is an estimate only and AAFD will not be liable for any loss or damage incurred by the Client because of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. If AAFD is unable to supply the Goods as agreed solely due to an action or inaction of the Client, then AAFD shall be entitled to charge a reasonable fee for redelivery and/or storage.</p> <p>7.6 The Client shall immediately upon Delivery store the Goods in a horizontal position in a dry area under cover and shall as soon as practicable seal the top and bottom of the Goods to maintain the acceptable moisture content limits. Goods are prepared with a standard factory priming that is only to protect frames in transit and general handling. It is the responsibility of the Client to immediately on Delivery of all frames apply two (2) coats of compatible sealing primer to prevent corrosion or the like.</p> <p>8. <b>Dimensions, Plans and Specifications</b></p> <p>8.1 All customary building industry tolerances shall apply to the dimensions and measurements of the Goods unless AAFD and the Client agree otherwise in writing.</p> <p>8.2 AAFD shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client.</p> <p>8.3 If the Client requests an estimate or quotation for the supply of Goods involves AAFD estimating measurements and quantities, it shall be the responsibility of the Client to verify the accuracy of AAFD's estimated measurements and quantities before the Client places an order based on such estimate or accepts such quotation.</p> <p>9. <b>Risk</b></p> <p>9.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.</p> <p>9.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, AAFD is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by AAFD is sufficient evidence of AAFD's rights to receive the insurance proceeds without the need for any person dealing with AAFD to make further enquiries.</p> <p>9.3 If the Client requests AAFD to leave Goods outside AAFD's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.</p> <p>9.4 Any advice, recommendation, information, assistance, or service provided by AAFD in relation to the Goods or Services supplied is given in good faith to the Client, or the Client's agent and is based on AAFD's own knowledge and experience and shall be accepted without liability on the part of AAFD. Where such advice or recommendations are not acted upon then AAFD shall require the Client or their agent to authorise commencement of the Services in writing. AAFD shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services. Accordingly, AAFD offers no warranty in regard to the aforementioned.</p> <p>9.5 Where AAFD is required to install the Goods, the Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AAFD shall not be liable for any claims, demands, losses, damages, costs, and expenses howsoever caused or arising in connection with the installation and work incidental thereto.</p> <p>9.6 The Client acknowledges and accepts that:</p> <p>(a) AAFD is only responsible for parts that are replaced by AAFD and does not at any stage accept any liability in respect of previous Services and/or goods supplied by any other third-party that substitute or fail to be replaced and will sustain the installation and work incidental thereto and AAFD shall not be liable for any claims, demands, losses, damages, costs, and expenses howsoever caused or arising in connection with the installation and work incidental thereto.</p> <p>(b) Goods supplied may exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. AAFD will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.</p> <p>9.7 Timber is a hygroscopic material subject to expansion and contraction, therefore AAFD will accept no responsibility for gaps that may appear during prolonged dry periods.</p> <p>9.8 In the event that AAFD discovers asbestos/hazardous materials whilst undertaking any Services, AAFD shall immediately advise the Client of the same and shall be entitled to suspend the Services pending a risk assessment in relation to those materials. The Client shall be liable for all additional costs (including but not limited to, the cost of the removal of any asbestos/hazardous materials and/or any suspension of Services in relation thereto).</p> <p>10. <b>Site Access and Condition</b></p> <p>10.1 AAFD is not responsible for the removal of rubbish from or clean-up of the building/construction site/s. All rubbish generated by AAFD will be placed in a designated area appointed by the Client but the responsibility of removal of same is the Client or the Client's agent, unless otherwise agreed. It is the Client's responsibility to ensure that the Client has:</p> <p>(a) the Client shall ensure that AAFD has clear and free access to the site at all times to enable them to undertake the Services (including carrying out site inspections, gain signatures for required documents, and for the Delivery and installation of the Goods). AAFD shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence or negligence of AAFD; and</p> <p>(b) if the Client's responsibility to provide:</p> <p>(i) AAFD, while at the site, with adequate access to available electricity and/or other amenities as may be required; and</p> <p>(ii) and have erected scaffolding to enable the Services to be undertaken (where in AAFD's opinion it is deemed necessary). It is also agreed that all scaffolding erected will comply with industry safety standards and that any person erecting the scaffolding shall be suitably qualified to ensure its safe and proper erection and where necessary shall hold a current certificate of competency and/or be fully licensed.</p> <p>10.3 The Client agrees to remove any furniture, furnishings, or personal materials from the vicinity of the Services and agrees that AAFD shall not be liable for any damage caused to those items through the Client's failure to comply with this clause.</p> <p>10.4 Where AAFD requires that Goods, tools etc. required for the Services be stored at the site, the Client shall supply AAFD a safe area for storage and shall take all reasonable efforts to protect all items from destruction, theft, or damage. In the event that any of the stored items are destroyed, stolen, or damaged, then the cost of repair or replacement shall be the Client's responsibility.</p> <p>10.5 The Client agrees to be present at the site when and as reasonably requested by AAFD and its employees, contractors and/or agents.</p> <p>10.6 <b>Site Inductions</b></p> <p>(a) In the event the Client requires an employee or sub-contractor of AAFD to undertake a site induction during working hours, the Client will be liable to pay the hourly charges for that period. If any induction needs to be undertaken prior to the commencement date then the Client shall be liable to pay AAFD's standard (and/or overtime, if applicable) hourly labour rate or:</p> <p>(b) where AAFD is in control of the site, the Client and/or the Client's third-party contractors must initially carry out AAFD's Health &amp; Safety induction course before access to the Worksite will be granted. Inspection of the site during the course of the Services will be by <b>appointment only</b> and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client must at all times be accompanied by AAFD.</p> <p>11. <b>Underground Locations</b></p> <p>11.1 Prior to AAFD commencing any work the Client must advise AAFD of the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the site.</p> <p>11.2 Whilst AAFD will take all care to avoid damage to any underground services the Client agrees to indemnify AAFD in respect of any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 11.1.</p> <p>12. <b>Compliance with Laws</b></p> <p>12.1 AAFD and the Client shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods/Services.</p> <p>12.2 Where the Client has supplied products for AAFD to complete the Services, the Client acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the intended use and any faults inherent in those products. However, if in AAFD's opinion, it is believed that the materials supplied are non-conforming products as per state regulations, then AAFD shall be entitled, without prejudice, to halt the Services until the appropriate conforming materials are sourced and all costs associated with such a change to the plans will be invoiced in accordance with clause 6.2.</p> <p>12.3 The Client:</p> <p>(a) shall:</p> <p>(i) obtain (at the expense of the Client) all licenses and approvals that may be required for the Services; and</p> <p>(ii) be responsible for providing AAFD with or access to information detailing the current building classification and certification information, building code requirements or performance based design for the building and equipment were designed installed to adequate information and documentation of the system interconnection design to facilitate the Services in accordance with the Australian Standard AS 1905.1-2005 and maintained in accordance with AS 1851.7-2005. Where this information is not available or incomplete, AAFD may be able to offer additional Services to assist in completing this information.</p> <p>(b) agrees that the site will comply with any work health and safety (WHS) laws relating to building/construction sites and any other relevant safety standards or legislation.</p> <p>12.4 The Australian Standard AS 1521-2012 requires an annual test to all aspects of interconnections between different fire protection systems and building systems and an annual survey of the fire protection installation identifying areas where the system has been altered, damaged or the integrity of its operation compromised to be performed, along with an Annual System Condition Report. AAFD may presume that such documentation of the system interconnection and design are available. Should the information not be available to AAFD, AAFD shall reserve the right to charge for any resulting delays.</p> <p>13. <b>Title</b></p> <p>13.1 AAFD and the Client agree that ownership of the Goods shall not pass until the Client has:</p> <p>(a) paid AAFD all amounts owing to AAFD; and</p> <p>(b) met all of its other obligations to AAFD.</p> <p>13.2 Receipt by AAFD of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared, or recognised.</p> <p>13.3 It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 13.1:</p> <p>(a) the Client is only a bailee of the Goods and must return the Goods to AAFD on request;</p> <p>(b) the Client holds the benefit of the Client's insurance of the Goods on trust for AAFD and must pay to AAFD the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;</p> <p>(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such sale on trust for AAFD and must pay or deliver the proceeds to AAFD on demand;</p> <p>(d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of AAFD and must sell, dispose of or return the resulting product to AAFD as it so directs;</p> <p>(e) the Client shall not be entitled to enter any premises where AAFD believes the Goods are kept and recover possession of the Goods;</p> <p>(f) AAFD may recover possession of any Goods in transit whether or not Delivery has occurred;</p> <p>(g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of AAFD; and</p> <p>(h) AAFD may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.</p> <p>14. <b>Personal Property Securities Act 2009 ("PPSA")</b></p> <p>14.1 In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA.</p> <p>14.2 Upon entering into these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security</p>	<p>10. <b>Site Access and Condition</b></p> <p>10.1 AAFD is not responsible for the removal of rubbish from or clean-up of the building/construction site/s. All rubbish generated by AAFD will be placed in a designated area appointed by the Client but the responsibility of removal of same is the Client or the Client's agent, unless otherwise agreed. It is the Client's responsibility to ensure that the Client has:</p> <p>(a) the Client shall ensure that AAFD has clear and free access to the site at all times to enable them to undertake the Services (including carrying out site inspections, gain signatures for required documents, and for the Delivery and installation of the Goods). AAFD shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence or negligence of AAFD; and</p> <p>(b) if the Client's responsibility to provide:</p> <p>(i) AAFD, while at the site, with adequate access to available electricity and/or other amenities as may be required; and</p> <p>(ii) and have erected scaffolding to enable the Services to be undertaken (where in AAFD's opinion it is deemed necessary). It is also agreed that all scaffolding erected will comply with industry safety standards and that any person erecting the scaffolding shall be suitably qualified to ensure its safe and proper erection and where necessary shall hold a current certificate of competency and/or be fully licensed.</p> <p>10.3 The Client agrees to remove any furniture, furnishings, or personal materials from the vicinity of the Services and agrees that AAFD shall not be liable for any damage caused to those items through the Client's failure to comply with this clause.</p> <p>10.4 Where AAFD requires that Goods, tools etc. required for the Services be stored at the site, the Client shall supply AAFD a safe area for storage and shall take all reasonable efforts to protect all items from destruction, theft, or damage. In the event that any of the stored items are destroyed, stolen, or damaged, then the cost of repair or replacement shall be the Client's responsibility.</p> <p>10.5 The Client agrees to be present at the site when and as reasonably requested by AAFD and its employees, contractors and/or agents.</p> <p>10.6 <b>Site Inductions</b></p> <p>(a) In the event the Client requires an employee or sub-contractor of AAFD to undertake a site induction during working hours, the Client will be liable to pay the hourly charges for that period. If any induction needs to be undertaken prior to the commencement date then the Client shall be liable to pay AAFD's standard (and/or overtime, if applicable) hourly labour rate or:</p> <p>(b) where AAFD is in control of the site, the Client and/or the Client's third-party contractors must initially carry out AAFD's Health &amp; Safety induction course before access to the Worksite will be granted. Inspection of the site during the course of the Services will be by <b>appointment only</b> and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client must at all times be accompanied by AAFD.</p> <p>11. <b>Underground Locations</b></p> <p>11.1 Prior to AAFD commencing any work the Client must advise AAFD of the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the site.</p> <p>11.2 Whilst AAFD will take all care to avoid damage to any underground services the Client agrees to indemnify AAFD in respect of any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 11.1.</p> <p>12. <b>Compliance with Laws</b></p> <p>12.1 AAFD and the Client shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods/Services.</p> <p>12.2 Where the Client has supplied products for AAFD to complete the Services, the Client acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the intended use and any faults inherent in those products. However, if in AAFD's opinion, it is believed that the materials supplied are non-conforming products as per state regulations, then AAFD shall be entitled, without prejudice, to halt the Services until the appropriate conforming materials are sourced and all costs associated with such a change to the plans will be invoiced in accordance with clause 6.2.</p> <p>12.3 The Client:</p> <p>(a) shall:</p> <p>(i) obtain (at the expense of the Client) all licenses and approvals that may be required for the Services; and</p> <p>(ii) be responsible for providing AAFD with or access to information detailing the current building classification and certification information, building code requirements or performance based design for the building and equipment were designed installed to adequate information and documentation of the system interconnection design to facilitate the Services in accordance with the Australian Standard AS 1905.1-2005 and maintained in accordance with AS 1851.7-2005. Where this information is not available or incomplete, AAFD may be able to offer additional Services to assist in completing this information.</p> <p>(b) agrees that the site will comply with any work health and safety (WHS) laws relating to building/construction sites and any other relevant safety standards or legislation.</p> <p>12.4 The Australian Standard AS 1521-2012 requires an annual test to all aspects of interconnections between different fire protection systems and building systems and an annual survey of the fire protection installation identifying areas where the system has been altered, damaged or the integrity of its operation compromised to be performed, along with an Annual System Condition Report. AAFD may presume that such documentation of the system interconnection and design are available. Should the information not be available to AAFD, AAFD shall reserve the right to charge for any resulting delays.</p> <p>13. <b>Title</b></p> <p>13.1 AAFD and the Client agree that ownership of the Goods shall not pass until the Client has:</p> <p>(a) paid AAFD all amounts owing to AAFD; and</p> <p>(b) met all of its other obligations to AAFD.</p> <p>13.2 Receipt by AAFD of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared, or recognised.</p> <p>13.3 It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 13.1:</p> <p>(a) the Client is only a bailee of the Goods and must return the Goods to AAFD on request;</p> <p>(b) the Client holds the benefit of the Client's insurance of the Goods on trust for AAFD and must pay to AAFD the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;</p> <p>(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such sale on trust for AAFD and must pay or deliver the proceeds to AAFD on demand;</p> <p>(d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of AAFD and must sell, dispose of or return the resulting product to AAFD as it so directs;</p> <p>(e) the Client shall not be entitled to enter any premises where AAFD believes the Goods are kept and recover possession of the Goods;</p> <p>(f) AAFD may recover possession of any Goods in transit whether or not Delivery has occurred;</p> <p>(g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of AAFD; and</p> <p>(h) AAFD may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.</p> <p>14. <b>Personal Property Securities Act 2009 ("PPSA")</b></p> <p>14.1 In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA.</p> <p>14.2 Upon entering into these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security</p>
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Please note that a larger print version of these terms and conditions is available from AAFD on request.

# Australian Architectural Fire Doors Pty Ltd – Terms & Conditions of Trade

	interest in all Goods that have previously been supplied and that will be supplied in the future by AAFD to the Client, and the proceeds from such Goods.	18.1	<b>Default and Consequences of Default</b> Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at AAFD's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
14.3	The Client undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which AAFD may reasonably require to: (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA or (iii) indemnify, and upon demand reimburse, AAFD 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 Goods charged thereby; (c) not register: (i) a financing change statement in respect of a security interest without the prior written consent of AAFD; and (ii) or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third-party without the prior written consent of AAFD. (d) immediately advise AAFD of any material change in its business practices of selling the Goods which would result in a change in proceeds derived from such sales.	18.2	18.2 If the Client owes AAFD any money, the Client shall indemnify AAFD from and against all costs and disbursements: (a) incurred; and/or (b) which would be incurred and/or (c) for which by the Client would be liable: in regard to legal costs on a solicitor and own client basis incurred in exercising AAFD's rights under these terms and conditions, internal administration fees, AAFD's Contract fees owing for breach of these terms and conditions; including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees. Further to any other rights or remedies AAFD may have under this Contract, if a Client has made payment to AAFD, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by AAFD under this clause 18 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's Contract fees owing for breach of these terms and conditions. Without prejudice to AAFD's other remedies at law AAFD shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to AAFD shall, whether or not due for payment, become immediately payable if: (a) any money payable to AAFD becomes overdue, or in AAFD'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 AAFD; (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.
14.4	AAFD and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.	18.3	18.3
14.5	The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.	18.4	18.4
14.6	The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.	19.	<b>Cancellation</b> Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions ( <b>"the Breaching Party"</b> ) the other party may suspend or terminate the supply or purchase of Goods and/or Services to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.
14.7	Unless otherwise agreed to in writing by AAFD, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.	19.1	19.1
14.8	The Client must unconditionally ratify any actions taken by AAFD under clauses 14.3 to 14.5.	19.2	19.2 If AAFD, due to reasons beyond AAFD's reasonable control, is unable to deliver any Goods and/or Services to the Client, AAFD may cancel any Contract to which these terms and conditions apply or cancel Delivery of Goods and/or Services at any time before the Goods and/or Services are delivered by giving written notice to the Client. On giving such notice AAFD shall repay to the Client any money paid by the Client for the Goods and/or Services. AAFD shall not be liable for any loss or damage whatsoever arising from such cancellation.
14.9	Subject to any express provisions to the contrary (including those contained in this clause 14), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.	19.3	19.3 The Client may cancel Delivery of the Goods and/or Services by written notice served within forty-eight (48) hours of placement of the order. If the Client cancels Delivery in accordance with this clause 19.3, the Client will not be liable for the payment of any costs of AAFD, except where a deposit is payable in accordance with clause 6.3. Failure by the Client to otherwise accept Delivery of the Goods and/or Services shall place the Client in breach of this Contract.
15.	<b>Security and Charge</b>	19.4	19.4 Cancellation of orders for Goods made to the Client's specifications, or for non-stock items, will not be accepted once production has commenced, or an order has been placed.
15.1	In consideration of AAFD agreeing to supply the Goods and/or provide its Services, the Client grants AAFD a security interest by way of a floating charge (registerable by AAFD pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that is now owned by the Client or owned by the Client in the future, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Goods and/or Services under this Contract and/or permit AAFD to appoint a receiver to the Client in accordance with the <i>Corporations Act 2001</i> (Cth).	20.	<b>Privacy Policy</b> All emails, documents, images, or other recorded information held or used by AAFD is Personal Information, as defined and referred to in clause 20.3, and therefore considered Confidential Information. AAFD acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). AAFD acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by AAFD that may result in serious harm to the Client, AAFD will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
15.2	The Client indemnifies AAFD from and against all AAFD's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising AAFD's rights under this clause.	20.1	20.1 Notwithstanding clause 20.1, privacy limitations will extend to AAFD in respect of Cookies where the Client utilises AAFD's website to make enquiries. AAFD agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's: (a) IP address, browser, email client type and other similar details; (b) tracking website usage and traffic; and (c) reports are available to AAFD when AAFD sends an email to the Client, so AAFD may collect and review that information ("collectively Personal Information").
15.3	In the event that the Client defaults or breaches any term of this Contract and as a result, the security provided in clauses 13.1, 14.2 and 15.1 as applicable, is deemed insufficient by AAFD to secure the repayment of monies owed by the Client to AAFD, the Client hereby grants AAFD a security interest as at the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and/or land owned by the Client now, or owned by the Client in the future, to secure the performance of the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	20.2	20.2 If the Client consents to AAFD's use of Cookies on AAFD's website and later wishes to withdraw that consent, the Client may manage and control AAFD's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
16.	<b>Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)</b>	20.3	20.3 The Client agrees that AAFD may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to assess the creditworthiness of the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
16.1	The Client must inspect the Goods on Delivery and must within three (3) days of Delivery notify AAFD in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow AAFD to inspect the Goods.	20.4	20.4 The Client consents to AAFD being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.
16.2	Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions ( <b>Non-Excluded Guarantees</b> ). AAFD acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	20.5	20.5 The Client agrees that personal credit information provided may be used and retained by AAFD for the following purposes (and for other agreed purposes or required by): (a) the provision of Goods; and/or (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or (d) enabling the collection of amounts outstanding in relation to the Goods.
16.3	Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, AAFD makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Goods. AAFD's liability in respect of these warranties is limited to the fullest extent permitted by law.	20.6	20.6 AAFD may give information about the Client to a CRB for the following purposes: (a) to obtain a consumer credit report; (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
16.4	If the Client is a consumer within the meaning of the CCA, AAFD's liability is limited to the extent permitted by section 64A of Schedule 2.	20.7	20.7 The information given to the CRB may include: (a) Personal Information as outlined in 20.3 above; (b) name of the credit provider and that AAFD is a current credit provider to the Client; (c) whether the credit provider is a licensee; (d) type of consumer credit; (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); (f) advice of consumer credit defaults (provided AAFD is a member of an approved OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and credit facilities has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (g) information that, in the opinion of AAFD, the Client has committed a serious credit infringement; (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
16.5	If the Client is a consumer within the meaning of the CCA, AAFD's liability is limited to the extent permitted by section 64A of Schedule 2.	20.8	20.8 The Client shall have the right to request (by e-mail) from AAFD: (a) a copy of the personal information about the Client retained by AAFD and the right to request that AAFD correct any incorrect Personal Information; and
16.6	If AAFD is required to replace the Goods under this clause or the CCA, but is unable to do so, AAFD may refund any money the Client has paid for the Goods.	20.9	20.9 AAFD will not disclose any Personal Information about the Client for the purpose of direct marketing. AAFD will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
16.7	If the Client is not a consumer within the meaning of the CCA, AAFD's liability for any defect or damage in the Goods is: (a) limited to the value of any express warranty or warranty card provided to the Client by AAFD at AAFD's sole discretion; (b) limited to any warranty to which AAFD is entitled, if AAFD did not manufacture the Goods; (c) otherwise negated absolutely.	20.10	20.10 The Client can make a privacy complaint by contacting AAFD via e-mail. AAFD will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to reach a decision on the complaint within thirty (30) days of receipt of the complaint. If the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.
16.8	Subject to this clause 16, remedies will only be accepted provided that: (a) the Client has complied with the provisions of clause 16.1; and (b) AAFD has agreed that the Goods are defective; and (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.	21.	<b>Unpaid Seller's Rights</b> Where the Client has left any item with AAFD for repair, modification, exchange or for AAFD to perform any other service in relation to the item and AAFD has not received or been tendered the whole of any monies owing to it by the Client, AAFD shall have, until all monies owing to AAFD are paid: (a) a lien on the item; and (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
16.9	Notwithstanding clauses 16.1 to 16.8 but subject to the CCA, AAFD shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of: (a) the Client failing to properly maintain or store any Goods; (b) the Client using the Goods for any purpose other than that for which they were designed; (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (d) the Client failing to follow any instructions or guidelines provided by AAFD; (e) fair wear and tear, any accident, or act of God.	21.1	21.1
16.10	In the case of second-hand Goods, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second-hand Goods prior to Delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by AAFD as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that AAFD has agreed to provide the Client with the second-hand Goods and calculated the Price of the second-hand Goods in reliance of this clause 16.10.	21.2	21.2 The lien of AAFD shall continue despite the commencement of proceedings, or judgment for any monies owing to AAFD having been obtained against the Client.
16.11	AAFD may in its absolute discretion accept non-defective Goods for return in which case AAFD may require the Client to pay handling fees of up to twenty-five percent (25%) of the value of the returned Goods plus any freight costs.	22.	<b>Building Industry Fairness (Security of Payment) Act 2017</b> At AAFD's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building Industry Fairness (Security of Payment) Act 2017 may apply.
16.12	Notwithstanding anything contained in this clause if AAFD is required by a law to accept a return, then AAFD will only accept a return on the conditions imposed by that law.	22.1	22.1 Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building Industry Fairness (Security of Payment) Act 2017 of Queensland, except to the extent permitted by the Act where applicable.
17.	<b>Intellectual Property</b>	22.2	22.2
17.1	Where AAFD has designed, drawn, or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of AAFD. Under no circumstances may such designs, drawings and documents be used without the express written approval of AAFD.	23.	<b>Service of Notices</b> Any written notice given under this Contract shall 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.
17.2	The Client warrants that all designs, specifications, or instructions given to AAFD will not cause AAFD to infringe any patent, registered design, or trademark in the execution of the Client's order and the Client agrees to indemnify AAFD against any action taken by a third-party against AAFD in respect of any such infringement.	23.1	23.1 Any notice that is posted shall 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.
17.3	The Client agrees that AAFD may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, or Goods which AAFD has created for the Client.	24.	<b>Trusts</b> If the Client at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not AAFD may have notice of the Trust, the Client covenants with AAFD as follows: (a) The Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust, the trustees and the trust fund; (b) The Client has full and complete power and authority under the Trust or from the trustee of the Trust as the case may be 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, the trustees and 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 during the term of the Contract without consent in writing of AAFD (AAFD 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 fund or trust property.
		25.	<b>General</b> Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues. The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, that provision shall be severed from this Contract, and the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.
		25.1	25.1 These terms and conditions and any Contract to which they apply shall be governed by the laws of Queensland, the state in which AAFD has its principal place of business and are subject to the jurisdiction of the Circuit Courts in Queensland. These terms prevail over all terms and conditions of the Client (even if they form part of the Client's purchase order). AAFD may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent provided the assignment does not cause detriment to the Client.
		25.2	25.2 The Client cannot licence or assign without the written approval of AAFD. AAFD may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of AAFD's sub-contractors without the authority of AAFD.
		25.3	25.3 The Client agrees that AAFD may amend their general terms and conditions for subsequent future Contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for AAFD to provide Goods to the Client.
		25.4	25.4 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc. (Force Majeure) or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to AAFD, once the parties agree that the Force Majeure event has ceased.
		25.5	25.5 Both parties warrant that they have the power to enter 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.
		25.6	25.6 The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and Delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.
		25.7	25.7 If part or all of any term of this Contract is or becomes invalid, illegal or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract.

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