

Address: 10/29 Links Ave North, Eagle Farm QLD 4009

Email: enquiries@ozgrind.com.au **Web:** www.ozgrind.com.au

Phone: (07) 3177 3367

QBCC:1272897

CHOOSING OZGRIND TO COMPLETE YOUR FLOORS



OzGrind have a fully qualified and certified team of experts with a strong focus on quality to ensure every floor is finished to the highest standard. We have one of the most extensive showrooms in all of Australia where you can view all the different polished concrete finishes and try out the **world's first virtual flooring showroom!** You can trust OzGrind to take all the hassle out of choosing the perfect floor for your needs.

Check out a 360-virtual tour of our showroom here! - http://bit.ly/OzGrind

Our experience ensures that you will get the right advice and services to suit your flooring requirements. Our commitment to quality is backed by our certification as a contractor by Husqvarna HiPERFLOOR Polished Concrete and Auspolish Concrete Polishing Systems – this means that you can trust us to deliver the highest quality polished concrete in the industry.

Our commitment to service is backed by our customers and most importantly we rely on them to tell others about the type of service and ongoing support you can expect when choosing us. Please refer to the below links to see why our customers are recommending us to others – a true testament of any company.

Word of mouth - https://tinyurl.com/Ozgrind-Word-of-Mouth

Around you - https://tinyurl.com/OzGrind-Around-You

Google - https://tinyurl.com/Ozgrind-Google



10 Reasons Why You'll Be Glad You Chose OzGrind

1. Google Reviews

Only company in the industry with over 150 client Google reviews and a 4.8 star rating! Click the link to view https://tinyurl.com/OzGrind-Reviews

2. **360 Degree Tour**

Extensive display of concrete samples in our impressive showroom Click here for a 360-degree tour https://tinyurl.com/360DegreeTour

3. VR Showroom

Innovators of the industry with the World's first virtual reality polished concrete showroom Check it out here https://tinyurl.com/OzGrind-Showroom

4. References

Widely used by trusted names with reference sites such as – Telsa, Audi, Suncorp stadium, Stockland, Reading Cinema's, Snooze, Domino's Click the link to view more https://tinyurl.com/OzGrind-References

5. Website

Hugely informative website with information on everything you could ever want to know about polished concrete. Take a look here https://tinyurl.com/OzGrind-Website

6. **Professionalism**

Brisbane's largest polished concrete company that has attention to detail & professionalism with a strong focus on communication with clients & builders

Hear it from the mouths of our clients https://tinyurl.com/Ozgrind-Word-of-Mouth

7. Cost Calculator

Open and honest pricing with our cost calculator on our website for anyone to use Click here to try for yourself https://tinyurl.com/OzGrind-Calculator

8. AIA Accreditation

Only provider of polished concrete with AIA accreditation to educate architects on the products

See the topics available here https://tinyurl.com/OzGrind-AIA-Page

9. Helpful Office Staff & Tradesmen

Happy & informative office staff and reliable, honest & communicative tradesmen Meet the team here https://tinyurl.com/OzGrind-Team

10. Recent Projects

Premium polished concrete providers specialising in architecturally designed high end spaces Check out some recent projects here https://tinyurl.com/OzGrind-Projects-Page























PLEASE REVIEW THESE IMPORTANT T&C'S

- A 10% deposit will be issued upon approving your quote and scheduling the works. A 40% materials invoice will be issued upon confirming your booking and is required to be paid prior to the commencement of work.
- If works are paused due to reasons out of OzGrind's control OR if part of the job is completed with the remainder of works due/scheduled at a later date. A progress invoice will be issued for works completed to date.
- The final payment/balance will be invoiced to you the day the works are completed and is required to be paid immediately upon receipt of the invoice unless prior arrangements have been made by an OzGrind employee.
- It is recommended that the client removes skirting boards, cabinetry, internal fittings, and all furniture prior to commencement of works to avoid damage. If this recommendation is not followed, OzGrind is not liable for any slight damages (i.e. scratches, marks, paint chipping) that may occur. If plasterboard/gyprock or brick walls are installed prior to floors being done, OzGrind will not be liable for damages to these items.
- OzGrind takes no responsibility for the aggregate exposure/blow outs or uneven placement of the aggregate' aggregate levels are the full responsibility of the concrete contractor.
- A skip bin must be provided for waste or an additional tip fee will apply to remove from site. If you are supplying a skip bin, it is preferred that the bin is a low-level bin or has a side door that opens.
- Once works are completed if there are any areas the client deems to be defective, they must allow OzGrind access to make good within 7 days and must not withhold payment.
- If no sufficient 32amp 3 phase and 15amp single phase power is available onsite (or the power outlets that are supplied cause our machines to trip power), an additional charge will apply for generator hire.
- Parking must be provided onsite for the duration of the works. If parking fines are received as a result of parking not being available, OzGrind may charge the client as a variation.
- OzGrind's equipment is dustless, however during the grinding process some fine dust can be generated and may settle throughout the site. Cleaning of this is not included.
- There will be no traffic over the floor for a minimum of 24 hrs the owner is responsible for ensuring this. After sealer has gone down and dried completely, the floor should be covered with Ramboard floor protection and taped at joins (do not tape directly to floor!) until other trades are complete (builder or owner to supply).
- Variation charges \$250/hour + GST for machine & labour, \$195/hour + GST for hand-grinding and \$195/hour + GST per tradesman for labour only. (For commercial sites delays due to other trades, restricted access to water or power, or similar may be charged at \$269/hour + GST per machine.
- It is the client's/principal builder's responsibility to gain all required council/building management approval for noisy & odorous works and OzGrind is not liable for any charges or fees incurred if the client has not done so.
- It is the client's responsibility to isolate any smoke alarms in the premises as OzGrind is not liable for fire-rescue callout fees.
- Please note a 2.5% fuel & travel levy will be applied to all quotations

For the full terms & conditions relating to our quote, please see the back page of this document.



QUOTE

QUOTE SUMMARY			
Quote No	10927SM		
Quote Date	6/10/2023		
Valid for	30 Days		

ABN:55 153 083 964 A:10/29 Links Ave Nth, Eagle Farm Q 4009 P:07 31773367 E:enquiries@ozgrind.com.au W:www.ozgrind.com.au

BILLING DETAILS	JOB DETAILS
Gary	Gary
2/47 Owen Creek Road	2/47 Owen Creek Road
Forest Glen QLD 4556	Forest Glen QLD 4556
0427666695	0427666695

QUOTED SERVICES

Sand and Seal:

(EcoShield Natural Sealer or Wet Look - Client to choose)

Process includes:

- -Sand with polyvac with 60 grit mesh pad to remove loose materials from surface
- -When dry apply two coats of chosen sealer
- *Although the yellow curing agent sands off quite easily, please note that it may remain after one pass with sander then sealing
- *Please note any mark/stains etc that have penetrated into the concretes surface will remain and maybe highlighted by the sealer
- *Normal work hours allowed for in pricing (M-F 7am-4pm)
- *Floors to be clean and clear of any materials
- *It is the client/builders responsibility to notify any surrounding tenancies that a solvent-based sealer will be used on the their floor.

Please note: For areas with steps/stairs, landings or commercial projects a slip test and report has been included in this quote to ensure Australian Standards and relevant building codes are met and charges will apply for additional non-slip additive to ensure compliance.

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL EX-GST
SAND & SEAL	Sand & seal / m2 - EcoShield Natural Sealer	60	\$40.00	\$2,400.00
WETLOOK	Optional Upgrade Wet Look Sealer / 60m2	0	\$1,200.00	\$0.00
NON LOCAL O	Non-Local Works / day (1 tradesman)	1	\$195.00	\$195.00
SLIPTEST	Option Required slip test to ensure Australian Standards are met for all commercial properties, also any residential areas with steps, landings or sloped outdoor areas.	0	\$450.00	\$0.00
Waste Removal	Waste Removal	1	\$100.00	\$100.00
Fuel & Travel Levy	2.5% fuel & travel levy	1	\$67.38	\$67.38

Note:	Subtotal (ex-GST)	\$2,762.38
If there is no sufficient 32amp, 5 pin, 3 phase & 15amp, 3 pin, single phase power available on site, there will be a generator hire charge.	GST	\$276.24
Thankyou for your business	TOTAL (inc-GST)	\$3,038.62

Quote & sign here

Definitions
 To Contract means the terms and conditions contained herein, together with any Guotation, order, invoice or other document or amendments expressed to be 8.9 supplemental to this Contract.
 Tockman means Extern Hoddings PP, Ltd TM, Ozcornal Polished Concrete the Search of the Search of

and if the Client is a partnership, it shall bind each partner jointly and severally; and if the Client is a part of a trust, shall be bound in their capacity as a trustee; and includes the Client's executors, administrators, successors and permitted assigns.

(b) if the Client is a particetship, it shall not each pativer jumpy and serverum, and c) if the Client is a part of a trust, shall be bound in their capacity as a trustee; and (1) includes the Client seventure, administrators, successors and permitted (1) includes the Client and their seventure, and their seventure that the client at t

1.0 (So) 1 Indexis Services Tax) Act 1999" (Cth).

2.1 The Client is taken to have exclusively accepted and is immediately bound, pointly and severally by these terms and conditions if the Client places an order for of accepts delivery of any Works.

2.1 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 with the contract and any other prior document or schedule that the parties have entered and the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.

2.4 Electronic signatures shall be deemed to be accepted by either party providing that the parties have compiled with Section 14 of the Electronic Transactions (Queenstein) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.

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Occining testives the Iruit in Windham was updated in crisings occur with the system of size conditionated apost of the percent (10%) may be required. (b) the system of the desired testing of the sessions, the Price will be payable by the Client on the ribe Works being of the sessions, the Price will be payable by the Client on the desired determined by Occinind, which may be: on completion of the Works; the price was the price will be payable by the Client of the Works; the price was payment schedule, which unless otherwise stated by Occinind specified progress payment schedule, which unless otherwise stated by Occinind shall be:

(i) the precent (10%) deposit upon acceptance of the quote;

(ii) birty percent (10%) flateries progress payment shall be required prior to the (e) commencement of the Works;

(iii) thirty percent (10%) progress payment, due and payable before completion of the Works;

(iii) thirty percent of the Works; of the Works; remaining balance owing shall be required on completion of the Works; and Such progress payment claims may include the reasonable value of (f) authorised variations and the value of any Materials delivered to the site but the production of the control of the

(iv) remaining bilance owing shall be required on completion of the Works, and
(v) Such progress payment claims may include the reasonable value of (f)
authorised variations and the value of any Materials delivered to the site but
(g)
(c) seven (7) days following the end of the month in which a statement is delivered to
to the Clients address or address for notices;
(d) the date specified on any invoice or other form as being the date for payment, or (h)
(s) failing any notice to the contrary, the date which is seven (7) days following the
6.6 Payment may be made by electronic/on-line banking, cash, cheque, bank
cheque, or by any other method as agreed to between the Client and OxGrind.
(6.7 OxGrind may in its discretion allocate any payment received from the Client (in
the contrary payments previously received and allocated. In the absence of any
payment allocation by OxGrind, payment with be deemed to be allocated in such
interest (as defined in the PPSA) in the Materials.

6.8 The Client shall not be entitled to set off against, or degul from the Price, any
sums owed or claimed to be owned to the Client by OxGrind mor withhold (in
the Client must pay to OxGrind an amount equal to any GST OxGrind may payment
addition to the Price does not include GST. In addition to the Price (i)
the Client must pay to OxGrind an amount equal to any GST OxGrind must pay
to any sums owned or claimed to be owned to the Client by OxGrind not to the price of the
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addition to the Price and the contract of the client pays the Pripo. In
addition to the Price and the contract of the

Cond shall be entitled in Janeya redsonable fee for re-supplying the Works clare time and date.

The Client acknowledges that the Works are carried out during, O'Zindra's Client acknowledges that the Works are event that O'Zindra's is commal trading lows, Monday to Friday, in the event that O'Zindra's is working, though lows, Monday the Client Client

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immediately pass to the Client.

The Client aknowledges that:
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variations and any variation of the colour or leature between existing
substrate, the different areas treated and/or batches supplied;
grouting may not fill in all open pores and some minor unfilled sections can
be expected.

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8.4 8.5 8.6

Grind's equipment is dustless; however, during the grinding process some (a) dust may be generated and settle throughout the site. Cleaning of the is not included.

site is not included.

CGGrind takes no responsibility for the method used on installation of the concrete (including agregate exposure, blay outs or uneven placement, exposure in the full responsibility of the concrete contractor contractor and the concrete contractor of the contractor of

The transport of the transport of skirting's to allow for a better finish and (c) to eliminate the risk of damage during the Works. Ozorind will make every felfort to protect and minimize damage to walls and skirtings within the (d) owelling, however will not liable for any marks, scratches or other damage incurred.

Oz-Grind recommends the removal of skirting's to allow for a better finish and (c) to eliminate the risk of damage during the Works. Ozcimi will make a weight of the work of the wore of the work of

system-served usersimily produces in order to protong the non stip expectation yof 16.3 your surfaces. We recommend Compiliant Floor Systems Australia 1300 125 16.3 your surfaces. We recommend Compiliant Floor Systems Australia 1300 125 16.3 Where OzGrind gives advice or recommendations to the Client, or the 15.4 Client's agent, with specific instructions regarding the use of the Materials and such advice or recommendations are not acted upon the OzGrind shall not be a significant to the compiliant of the significant surface of the Compiliant Systems of the Systems of the Systems of the Compiliant Systems of the S

costs however resulting from these inacculate plans, appearant information. In the event the Client gives information relating to measurements and quantities of the Materials' required to complete the Works, it is the Client's (a) responsibility to verify the accuracy of the measurements and quantities. (b) and an advantities, b) and quantities of the control of the Client's failure to comply with this clause.

and quantities. Uz-finid accepts no responsibility for any loss, damages, or (c) costs however resulting from the Client's failure to comply with this clause. Client's Responsibilities it is the Client is exponsibilities. It is the Client is exponsibility to the seprencial control of the complete schedule of the complete schedule of the complete is proved to the complete of the c

and if no on-slite power source is available or is inadequate as per clause 16.2 1.1.1(a)the Client agrees to OxSrind providing a suitable power source 16.2 Charges will apply as per clause 6.2; applyment OzGrind requires complete the Works. The Client agrees to indemnify OxSrind against all costs incured by OxSrind in recovering such equipment in the event they become 16.3 otherwise minorable; and

rwise immovable; and "very all existing floor coverings, skirting's, tacks and staples; and disclose any information that may affect Ozofand's installation, deures (including), but not limitled to, disclosing known breaks or tears in membrane, exfensions of existing stabs, thickened beams, curring pounds that may have been used, of the use of concrete over Zempa;

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and arrange for the caulking of expansion joints after the completion of the 18. Works. QCGrind is not insured to remove furniture or fittings and will not do so, nor is 18.1 QCGrind licensed to move gas or electrical appliances.

18.2

untit:

the Client has paid OzCrind all amounts owing to OzCrind; and
the Client has met all of its other obligations to OzCrind.

Receipt by OzCrind 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.

It is further agreed that:

until numerabin of the Materials passes to the Client in accordance with

it is further agreed mat: until ownership of the Materials passes to the Client in accordance with clause 12.1 that the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to OzGrind on

Materials have become incurres must return the Materials to Zuzhno on request. Hots the benefit of the Clind's insurance of the Materials on trust 19, the Clind's properties of the Clind's properties of the Clind's properties of the State event of the Materials being lost, damaged or destroyed, the production of these terms and conditions by OZGrind shall be sufficient vedence of OZGrind's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with OZGrind to make further enquiries.

the insurer without the need for any perison dealing with UzSrind to make further enquires. In the control sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Client sell, sisposes or parts with possession of the Materials than the Client must hold the proceeds of any such act on frust for UzSrind and must pay or deliver the proceeds to Capridin of demand, the Client should not convert or process the Materials or internit knew with the Client should not convert or process the Materials or internit knew with the Client should not convert or process the Materials or internit knew with the Client should not convert or process the Materials or internit knew with the resulting product not tust for the benefit of UzSrind and must sell, dispose of or return the resulting product not convert the further should be producted to UzSrind and the process of the Srind should be used to the state of the should be used to the

the Client shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of OzGnnd. OzGrind may commence proceedings to recover the Price of the Materials (b) sold notwithstanding that ownership of the Materials has not passed to the (c)

Cient.

13. Personal Property Securities Act 2009 ("PPSA")

13. In his dause financing statement, fascionity agreement, and security interest has the meaning given to it by the PPSA and seasonity of the property of the pro

without the primound and the consent of OCG find.

ord register, or permit to be registered, a finencing statement or a financing 19.6 not register, or permit to be registered, a finencing statement or a financing 19.6 not register, or permit to be registered, a finencing statement or a financing 19.6 the prior written consent of OCG/mid, and is in histour of a brind party without immediately advise OCG/mid of any material change in its business practices (a) resiling the Meterials which would result in a change in the nature of (b) or selling the Meterials which would result in a change in the nature of (b) or copy in the security eigenement created by these terms and conditions. The Client hereby waives its rights to receive notices under sections 95, 118, (d) 12(4), 130, 132(6)) and 132(4) of the PPSA.

The Client waives its finith as a grantor and/or a debtor under sections 142 (a) ruless oftherwise acread to in writing the OCG/mid.

Unless otherwise agreed to in writing by OzGrind, the Client waives its right (b) to receive a verification statement in accordance with section 157 of the PSCA

united by the Proximation of the Proximation of the Client waives it significations that the proximation of the Proximation of

If the Client is a consumer within the meaning of the CCA. Ordind's liability is imited to the extent permitted by section £4.0 x Spradule 2.

If OxGrind is required to replace any Metaries under this clause or the CCA. 20.2 but is unable to do so. OxGrind may retund any money the Client has past of the CCA for the subtle to do so. the Cordinal for Cordinal is required to rectify re-supply, or pay the cost of re-supplying the Works under this clause or the CCA. Dut is unable to do so, then Cordinal for the Works burden the Cordinal for the Cord

or user; interference with the Works by the Client or any third party without OzGrind's 21.5 prior approval; the Client failing in fellow one control of t

apparent or should have become apparent to a reasonably prudent operator of userico with the Works by the Client or any third party without O2Grinds 21.6 prior approval; the Client failing to follow any instructions or guidelines provided by O2Grind; fair wear and tear, any accident, or act of God.

Intellectual Propertiesigned, from, written leans or a schedule of Works 21.7 or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules, photographs and products shall erawing vested in O2Grind, and shall only be used by the Client at C2Grind's and Cambridge and Cambridg

the Client has exceeded any application cleent mility provided by Azismio, the Client becomes insolvent or bankrupt, 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 a receiver, menager, inquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

Cancellation
Without prejude to any other remedies Q-Grind may have, if at any time
the Client is in breach of any obligation (including those releting to payment)
under these terms and conditions Q-Grind may suspend or terminate the
supply or Works to the Client, Q-Grind will not be lable to the Client to any
under this client.

Under this client.

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liable for any and all loss incurred (whether direct or indirect) by OzCrind as a direct result of the cancellation (including), but not limited to, any loss of profils). Policy

We have the continued of the cancellation (including), but not limited to, any loss of profils). We have the country of the continued to the continued

other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by OzGrind. The Client agrees that OzGrind may exchange information about the Client with those credit providers and with related body corporates for the following

with those dreur provisions and purposes: to assess an application by the Client, and/or to notify other credit providers of a default by the Client, and/or to exchange information with other credit providers as to the status credit account, where the Client is in default with other credit providers and/or

credit account, where the Client is in delault with other credit providers; and/ors in condition that the proceding have considered the condition of the client's repayment to assess the proceding have of years. The Client or providers in the preceding have of years. The Client or commercial credit. The Client agrees that personal precifi information provided may be used and relained by Occined for the following purposes (and for other agreed the provision of Works; and/or analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works; and/or processing of any payment instructions, direct debit facilities and/or credit enabling the collection of amounts outstanding in relation to the Works. CaGrind may give information about the Client to a CRB for the following purposes:

purposes:

10 to obtain a consumer credit report, allow the CRB to create or maintain a credit information file about the Client including credit histor the CRB may include:
The information given to utilized in 13 above;
The name of the credit provider and that OzGrind is a current credit provider to the Client.

the Client:

Whether the credit provider is a licensee; byte of consumer credit; byte of consumer credit; byte of consumer credit; clearly clearly called the consumer credit; clearly clearly clearly commencement/termination of the credit account and the amount requested;

amburt requested); advice of consumer credit defaults, overdue accounts, loan repayments or outstanding mones which are overdue by more than sixty (60) days and for wind written notice for request of payment his been indee and dest wind written notice for request of payment his been and dest of dest overdue accounts and Oxforing has been paid or otherwise discharged and aldetals surrounding that discharged; a dise to payments); information that, in the opinion of Oxforing, the Client has committed a advice that the arount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (6150). The Client shall have the right to request (by e-mail) from Oxforind: a copy of the Personal Information about the Client retained by Oxforind and the right to request the Cosmo Correct any incorrect Personal Information.

The right to request that CEGind correct any incorrect Personal Information; and that OzGind does not disclose any Personal Information about the Client for the purpose of direct marketing.

OzGind will destroy Personal Information put that CEGINT sequest Information about the Client for the purpose of direct marketing. OzGind will destroy Personal Information upon the Client's request like the CEGINT sequest Information Commanded and/or stored in accordance with the law. The Client can make a privacy complaint by contacting OzGind via e-mail. OzGind will respond to that complaint within seven (7) days of receipt and ozGind will respond to that complaint within seven (7) days of receipt and intervity (30) days of receipt and the CEGINT of the Client can make a privacy complaint, thin event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the continging Industry Fairness (Security of Payment Act 2017& Building Moving Industry Fairness (Security of Payment Act 2018 Building and Construction Industry Security of Payment Act 1999 (NSV) may apply.

Security of Payment Act 1999 (NSV), except to the extent permitted by the Act white applicable.

The failure by client payty to reforce any provision of these better permitted by the Act white applicable.

Act where applicable. General

The fallure by either party to enforce any provision of these terms and
The fallure 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 sight to subsequently enforce that provision. If any provision of
validity, existence, legality and enforceability of the remaining provisions
shall not be affected, prejudiced or impaired.
These terms and conditions and any contract to which they paply shall be
sprincipal place of business, and are subject to the jurisdiction of the courts in
Queensiand.

principal place of business, and are subject to the jurisdiction of the courts in Queensian principal courts and principal courts and principal courts in Chief to day the state of the courts in Chief to day indirect and/or consequential less and/or expense (including loss of profit) suffered by the Client arising out of a breach by QCGrind of these terms and conditions (alternatively QCGrind is balbitly shall be limited to damages which under no circumstances shall exceed the Price of the Works).

demages which under no 'circumstances shall exceed the Price of the Works), Occiones and respiral or any part of its rights and/or occiones under this Contract without the Client's consent. The Client cannot licence or assign without the written approval of C2Grind. OxGrind may elect to subcontract out any part of the Works but shall not believed from any liability or colligation under this Contract by so doing Furthermore, the Client agrees and understands that they have no authority or give any inspiration to any of OxGrind's sub-contractors without the Table Client agrees. The C2Grind may amend their general terms and to the Client agrees, that OxGrind's may contract the Client agrees. The C2Grind may amend their general terms and 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 OxGrind to provide Works to Writine parts what he liable for any default thus now and off ond war

the Client.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, sform or other event beyond the reasonable control of either party.

Both parties warrant that they have the power to enter into this Contract 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.