



TERMS AND CONDITIONS OF SALE

1. Application of Terms

1.1 These Terms apply to and govern the supply of all Goods and/or Services by IHAS Services to the Customer. All Orders received by IHAS Services from the Customer will constitute an offer by the Customer to acquire the Goods and/or Services on these Terms. A contract is made only on acceptance (in whole or part) of the Order by IHAS Services in accordance with clause 3.2. Each Order will constitute a separate contract for the particular Goods and/or Services on these Terms.

1.2 Unless expressly agreed in writing by IHAS Services, these Terms take precedence over any other terms and conditions, and any other terms and conditions proposed or issued by the Customer shall have no effect. Unless otherwise agreed in writing, IHAS Services's quotation (if any), IHAS Services's standard Order form, the Customer Details and these Terms constitute the entire agreement between IHAS Services and the Customer for each Order in accordance with clause 19.4.

2. Definitions

Amount Owing means any amount owed by the Customer to IHAS Services from time to time, including any interest payable by the Customer, any liability of the Customer under these Terms and any enforcement costs incurred by IHAS Services in seeking payment of any Amounts Owing by the Customer;

Business Days means any day other than Saturday, Sunday, a public holiday in New South Wales, Australia;

Connected Entity has the meaning given to that term in section 64B of the Corporations Act 2001;

Customer means the customer named as such in the Customer Details;

Customer Details means the form inserted at the beginning of these Terms, recording the Customer's details;

Delivery Address means the Delivery Address specified in the Order or such other address that is in the general locale of the Delivery Address specified in the Order, or is notified to IHAS Services in writing from time to time and is accepted by IHAS Services as being an appropriate new Delivery Address;

Delivery Date means the date on which the relevant Goods are ready for dispatch from IHAS Services's, or its agent's, premises and, for the avoidance of doubt, may not be the same date as the date on which the Goods are delivered to the Delivery Address;

Event of Default means any event where:

- (a) any Amount Owing by the Customer to IHAS Services is overdue or the Customer (in any capacity) fails to comply with any other obligation under these Terms or any other agreement with IHAS Services; or
- (b) the Customer fails to take delivery of the Goods; or
- (c) the Customer exceeds its credit limit at any time and fails to pay any Amount Owing within 20 days of IHAS Services's request to do so; or
- (d) the Customer fails to remedy a breach of these Terms within 10 days of IHAS Services's request to do so, or commits a breach that, in IHAS Services's opinion, is incapable of remedy; or
- (e) the Customer suffers an Insolvency Event; or
- (f) the ownership or effective management or control of the Customer or the Customer's parent, or the Customer's business, is transferred through whatever means, and IHAS Services reasonably considers such change in control or transfer prejudicial to IHAS Services's interests; or
- (g) the nature of the Customer's business is materially altered;

Force Majeure Event means an event or circumstance beyond the reasonable control of either party, which makes it difficult or illegal to perform, or prevents compliance with or the performance of, a party's obligations under these Terms, including:

- (a) acts of God, fires, floods, storms and earthquakes;
- (b) strikes, lockouts or industrial dispute;
- (c) riots, explosions, insurrection or war, governmental action, epidemics, disease, accidents or emergency;
- (d) interruptions to transportation or telecommunications, cyber security threats, delay in obtaining licenses, embargo, or damage to IHAS Services's works or business or those of its suppliers; or
- (e) any other cause of the kind specifically stated above and outside the party's reasonable control.

Goods mean any goods or products supplied by IHAS Services pursuant to an Order, including raw materials and end products;

GST means goods and services tax payable on supplies in accordance with the GST Law;

GST Law means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Insolvency Event means in respect of a party (other than for the purpose of solvent reconstruction or amalgamation) (a) a receiver, receiver and manager, liquidator, provisions liquidator, trustee, administrator, controller, inspector appointed under any companies or securities legislation, or similar official is appointed in respect of that party or any of its property, or any security over any substantial part of its assets is enforced, (b) the party ceases to carry on all or substantially all of its business, is unable to pay its debts when due, or is deemed unable to pay its debts under any law, or makes an assignment for the benefit of, or enters into or makes any arrangement or compromise with, that party's creditors or threatens to do so,

or stops payments to its creditors generally, (c) the party is, becomes, or is deemed to be insolvent or bankrupt, (d) a distress, attachment or other execution is levied or enforced upon or commenced against any substantial party of its assets and is not stayed within 14 days, (e) anything having a similar effect to any of the events specified above happens under the law of any applicable jurisdiction, or (f) in the event that the party is an individual, anything having a similar effect to any of the events specified above happens in respect of that individual;

Intellectual Property means any patent, copyright, design right, database right, topography right, trade mark, service mark, name, domain name, logo, application to register any of the aforementioned rights or materials in which they may subsist, know-how, rights of confidence and any other intellectual property or industrial property right of any nature whatsoever in any part of the world, whether or not registered or capable of registration or existing now or in the future, including customer lists, specifications, formulae and processes;

IHAS Services means Integrated Home Automation Solutions Pty Limited (ABN 51 620 461 609);

Order means an order for Goods and/or Services submitted to IHAS Services by the Customer in writing using IHAS Services's standard order form (whether online or otherwise) including without limitation a pre-order under clause 3.7;

Price List means the list of prices for IHAS Services's Goods and/or Services valid as at the date of dispatch or supply;

Service Completion Date means the date for completion of the Services pursuant to the relevant Order;

Services mean any services supplied by IHAS Services pursuant to an Order;

Terms means these Terms and Conditions of Sale;

Third Party Supplies means all goods and services supplied by persons or entities other than IHAS Services.

Orders

3. All orders or requests for the supply of Goods and/or Services must be submitted by the Customer to IHAS Services as an Order.
- 3.2 IHAS Services may, at its discretion, accept an Order (in whole or part) by issuing an invoice in respect of the applicable Goods and/or Services, delivering the Goods and/or supplying the Services, or otherwise confirming its acceptance of the Order in writing.
- 3.3 Once IHAS Services has accepted an Order, it cannot be cancelled by the Customer without IHAS Services's prior written approval. Any modifications or variations to an Order by the Customer will not be accepted unless notified to IHAS Services within a reasonable time prior to delivery or performance and agreed to in writing by IHAS Services.
- 3.4 The supply of Goods and/or Services is subject to availability and IHAS Services reserves the right to suspend or cancel (in whole or in part) any Order (regardless of whether that Order has previously been accepted) upon notification to the Customer and with a full refund.
- 3.5 In the event that IHAS Services accepts (in accordance with clause 3.2) an order for Goods or Services submitted other than by way of Order (e.g., an order not submitted in writing, not using IHAS Services's approved standard order form or, a quotation issued by IHAS Services that is accepted in writing by the Customer), the Customer acknowledges and accepts that:
 - (a) these Terms shall apply to the order as though it was a valid Order; and
 - (b) to the extent permitted by law, IHAS Services accepts no responsibility whatsoever, and will not be liable to the Customer, for any errors in dimensions, quantities, specifications or otherwise in relation to the Goods and/or Services.
- 3.6 The Customer acknowledges that all descriptions, specifications, statements or visual representations provided by IHAS Services to the Customer or otherwise contained in any catalogues, advertising material or other documentation are approximate only and are intended to be merely a general description of the Goods and/or Services and are not incorporated in any contract with the Customer nor form part of the description of the Goods and/or Services provided under these Terms unless expressly agreed otherwise in writing by IHAS Services.
- 3.7 In the event IHAS Services invites pre-ordering of Goods and the Customer submits a pre-order and IHAS Services accepts the Order, the following apply:
 - (a) Subject to these Terms, IHAS will reasonably endeavour to provide the pre-ordered Goods by the expected delivery date as stipulated; and
 - (b) if 2 months lapses after the expected delivery date and IHAS has not dispatched the Goods, the Customer may cancel their Order for a full refund by IHAS Services.

4. Purchase Price

- 4.1 Unless expressly agreed otherwise by IHAS Services, the purchase price of the Goods and/or Services is the price specified in the Price List at the date of supply of the relevant Goods or the Services Completion Date for the relevant Services. IHAS Services reserves the right to update or amend the Price List from time to time and will supply the Customer with a copy of the then-current Price List on request or publish the Price List.
- 4.2 As disclosed, disbursements and expenses incurred by IHAS Services in supplying the Goods and/or Services may be charged to the Customer in addition to the price, including, without limitation, freight and insurance.



	Upon notice, IHAS Services reserves the right to charge a reasonable handling fee for all orders delivered to the Customer.	10.1	The Customer agrees that any claims or returns request must be undertaken in accordance with the IHAS Services's Purchasing Policy published on its website, www.ihas.com.au.
4.3	GST:		
	(a) In this clause, a term or expression starting with a capital letter which is defined in the GST Law but not defined in these Terms has the same meaning as in the GST Law.	11.	Tracking and Tracing Goods
	(b) Unless otherwise specified, IHAS Services's prices are stated inclusive of all taxes (including GST), tariffs, duties or impositions of a similar nature imposed by any government or other authority. Where applicable, such amounts shall be noted on the invoice issued to the Customer, and the Customer shall be required to pay such amounts at the same time as paying the prices for the Goods and/or Services.	11.1	IHAS Services is committed:
	(c) If GST is or becomes payable on a Supply made under or in connection with these Terms, an additional amount is payable by the party providing consideration for the Supply equal to the amount of GST payable on that Supply as calculated by the party making the Supply in accordance with the GST Law.	11.2	(a) to complying with all relevant laws, regulations and standards that govern IHAS Services's products; and
5.	Quotations		(b) to protecting consumer safety.
5.1	Where a quotation is given or published by IHAS Services for Goods and/or Services:	12.	The Customer will notify IHAS Services immediately if it becomes aware that an incident or crisis has or is likely to occur in connection with any Goods and will co-operate with IHAS Services in connection with such incident or crisis.
	(a) IHAS Services reserves the right to withdraw the quotation without notice at any time prior to acceptance by the Customer; and	12.1	No On-sale of Goods
	(b) unless stated otherwise, the quotation shall:		Unless otherwise agreed in writing by IHAS Services, the Customer acknowledges and agrees that the Customer must not sell or distribute the Goods.
	(i) remain valid for a period of no more than 30 days from the date of quotation; and	13.	Default
	(ii) be exclusive of all taxes, disbursements and expenses.	13.1	If an Event of Default occurs, IHAS Services may (without limiting any other right or claim it may have against the Customer):
5.2	Where Goods and/or Services are required in addition to the quotation, the price of those Goods and/or Services (and any related taxes, tariffs, duties or impositions of a similar nature, disbursements or expenses) shall be payable by the Customer in addition to the quoted amount.		(a) vary or withdraw any approved credit limit;
5.3	Where the quantity of Goods and/or Services actually ordered by the Customer reduces by more than 10% from the amount quoted in the quotation, IHAS Services reserves the right to amend any quotation to reflect the reduced quantity.		(b) suspend or terminate all or any part of any Order with the Customer under these Terms that remains unperformed; and
6.	Payment		(c) cancel any rebate, discount or allowance provided by IHAS Services to the Customer as at the date of the Event of Default, or at anytime thereafter while such Event of Default is continuing.
	The Customer must pay all Amounts Owing upon submitting an Order. If the Order is not accepted, the Amounts Owing will be refunded.	13.2	In the event that IHAS Services suspends or terminates any Order under these Terms:
7.	Delivery of Goods and Performance of Services		(a) any Amount Owing will become immediately due and payable;
7.1	Unless otherwise agreed in writing:		(b) any amounts paid by the Customer will be retained by IHAS Services;
	(a) subject to clause 7.2, IHAS Services is responsible for arranging delivery of the Goods; and		(c) the Customer must comply with any request by IHAS Services for the return of Goods that have been delivered but not yet paid for by the Customer; and
	(b) the Goods shall be delivered to the Delivery Address.		(d) the Customer must, on request, return any material, documentation, promotional materials or other information provided by IHAS Services to the Customer in relation to the Goods and/or Services.
7.2	Delivery will be completed by delivery to the Delivery Address, or if no address is indicated, delivery will be deemed to be effected at the time when IHAS Services notifies the Customer that the Goods are available for collection by the Customer at IHAS Services's premises. The Customer shall be responsible for unloading the Goods at the Delivery Address, and must do so promptly on arrival of the Goods at the Delivery Address.	13.3	The Customer agrees that, at any time after an Event of Default has occurred and is continuing or at any time if any Goods are at risk, IHAS Services may:
7.3	The Customer will accept delivery of Orders in instalments. Where IHAS Services delivers Goods to the Customer by instalments and IHAS Services fails to deliver one or more instalments, the Customer shall not have the right to cancel the Order.		(a) take possession of any Goods; and/or
7.4	If the Customer fails or refuses to take or accept delivery or to unload the Goods promptly on their arrival, then the Goods shall be deemed to be delivered when IHAS Services was willing to deliver the Goods.		(b) sell or otherwise dispose of any Goods,
7.5	IHAS Services will use reasonable commercial endeavours to meet any agreed Delivery Date or Service Completion Date, but will not be liable for, nor may the Customer cancel any Order, withhold payment, refuse delivery or reject performance, or make a claim against IHAS Services for any losses caused to the Customer as a result of, any delay in delivery or performance.	13.4	in each case in such manner and generally on such terms and conditions as it thinks fit and, in each case, otherwise do anything the Customer could do in relation to these Goods.
7.6	The relevant Delivery Date, where specified, is subject to IHAS Services's suppliers' stock levels and/or order production schedules and/or shipping dates, and accordingly IHAS Services reserves the right to alter Delivery Dates.		IHAS Services and its employees and agents may, without prior written notice, enter any land or premises where Goods in the Customer's possession or control are kept in order to take possession of and/or remove them, without being responsible for any damage caused in doing so. The Customer agrees to procure all other rights, including consents, necessary to enable, and to indemnify IHAS Services (and its employees and agents) against any liability or costs incurred by IHAS Services in connection with, any action taken by IHAS Services under this clause 13. IHAS Services may resell any of the Goods and apply the proceeds of sale in reduction of the Amount Owing.
7.7	For the avoidance of doubt, the time agreed for delivery of Goods or performance of Services is not an essential term of any contract, unless expressly acknowledged and agreed to be by IHAS Services in the applicable Order.	13.5	The Customer indemnifies IHAS Services, upon demand, for all costs and expenses (including legal fees on a solicitor and client basis) incurred by IHAS Services:
8.	Risk		(a) as a result (whether directly or indirectly) of the occurrence of an Event of Default, including upon actual or attempted enforcement of any Security Interest granted by the Customer and appointment of a receiver; and
	Risk of any loss, damage or deterioration in the Goods shall pass from IHAS Services to the Customer when the Goods are delivered (or deemed to be delivered) to the Customer in accordance with clauses 7.2 and 7.4.		(b) in registering and maintaining any financing statement.
9.	Force Majeure	14.	Disputes
9.1	IHAS Services will not be liable for any failure or delay in the delivery of Goods, performance of Services or performance of any other obligation under these Terms where such delay or failure is caused or contributed to by a Force Majeure Event. In such case, IHAS Services shall be entitled, at its option, to amend the relevant Delivery Date or relevant Service Completion Date by a reasonable period of time, or to terminate an Order.	14.1	If a dispute, difference or question arises between the parties out of or in connection with these Terms (including any Order under them) or the subject matter (a Dispute), the process for resolving the Dispute shall be as set out in this clause 14 and, in particular, no party may commence court proceedings relating to the Dispute (unless that party is seeking urgent interlocutory relief).
9.2	The Customer will not be released from the obligation to pay any Amount Owing by reason of a Force Majeure Event.	14.2	A party claiming a Dispute has arisen must give written notice to the other party specifying the matter in dispute.
10.	Claims and return requests	14.3	After a party has given a notice under clause 14.2, the parties must use their reasonable endeavours to resolve the Dispute within 20 Business Days of the date of that notice, including by making available for a meeting (in person, or via video conference if the parties are in different cities) representatives with authority to settle the Dispute.
		14.4	If the Dispute is not resolved under clause 14.3, the parties must within a further 20 Business Days (or further period agreed in writing) seek to agree on a process for resolving expeditiously and cost-effectively the whole or part of the Dispute through means other than arbitration such as, and without limitation, further negotiations, mediation, conciliation, independent expert determination or any other alternative dispute resolution technique.
		14.5	If the Customer and IHAS Services do not agree an alternative process for resolving the dispute under clause 14.4 within 20 Business Days (or the further period agreed in writing), or if they do but the Dispute is not resolved under that alternative process within 20 Business Days of commencement of

- that alternative dispute resolution process, the Dispute may be referred to the relevant Court.
- 14.6 Notwithstanding the Dispute, each party will continue to perform its obligations under these Terms as far as possible as if no Dispute had arisen, pending final resolution of the Dispute.
- 14.7 Nothing in this clause 14 will prevent either party from seeking urgent interlocutory relief from the courts of Australia.
15. **Warranties and liability**
- 15.1 Subject to clause 15.3 and except as expressly agreed by IHAS Services in writing, IHAS Services expressly excludes, to the maximum extent permitted by law:
- all warranties, descriptions, statements and representations, whether implied by statute or made by any representative or agent of IHAS Services or otherwise, and whether express or implied;
 - all liability (whether in tort (including negligence), contract, equity or otherwise) under or in connection with these Terms or the supply of Goods or Services to the Customer; and
 - any liability in any event for any loss or profits, loss of revenues, or consequential, indirect or special damage, loss or injury of any kind suffered by the Customer or any other party.
- 15.2 Subject to clause 15.3 and except as expressly agreed in writing, IHAS Services does not provide any warranties for Third Party Supplies sold, supplied or arranged by IHAS Services pursuant to an Order and the Customer acknowledges and agrees that:
- the Customer relies solely on the third party's warranty (if any);
 - the third party supplier's terms will apply; and
 - the Customer shall be solely responsible for compliance with the third party supplier's warranty registration and claims processes.
- 15.3 All express or implied guarantees, warranties, representations, or other terms and conditions relating to these Terms or its subject matter, not contained in these Terms, are excluded from these Terms to the maximum extent permitted by law. Certain laws provide non-excludable statutory guarantees, conditions or warranties for the supply of certain goods or services. Nothing in these Terms is to be taken to exclude, restrict or modify any guarantee, condition or warranty that IHAS Services is prohibited by law from excluding restricting or modifying. If such a guarantee, condition or warranty applies to these Terms and IHAS Services breaches it, IHAS Services's liability is limited to (at IHAS Services's option, and to the extent IHAS Services is permitted to do so under applicable law):
- in the case of Goods, the replacement of the Goods or the supply of equivalent Goods, the repair of the Goods, the payment of the cost of replacing the Goods or of acquiring equivalent Goods, or the payment of the cost of having the Goods repaired; or
 - in the case of Services, the resupply of the relevant Services or the payment of the costs of having the relevant Services resupplied.
- 15.4 Insofar as IHAS Services may be found liable notwithstanding clauses 15.1 and 15.2, IHAS Services's maximum aggregate liability whether in tort (including negligence), contract, equity or otherwise, for any loss, damage, claim, cost, expense or injury arising under or in connection with these Terms or the supply of Goods or Services to the Customer (including directly or indirectly from any defect in, or non-compliance of any Goods or Services) is limited (at the option of IHAS Services):
- to repair, replacement or re-performance of any defective Goods or Services, in accordance with clause 15.5; or
 - to credit for the cost of repairing the defective Goods or Services; or
 - to repayment of the price paid by the Customer for the defective Goods or Services.
- 15.5 Parts (if available) and labour for repair or replacement of any Goods or re-performance of any Services under clause 15.3 will be provided by IHAS Services during normal working hours, and in the case of Goods, at a place of business of IHAS Services. To the maximum extent permitted by law, IHAS Services is not liable for the cost of transportation of the Goods to such a place of business except in cases where the Goods supplied are defective, damaged or faulty. All defective, faulty or otherwise rejected Goods will be the property of IHAS Services to dispose of as it sees fit.
- 15.6 To the maximum extent permitted by law:
- any liability IHAS Services may have is conditional upon the Customer making a written claim to IHAS Services strictly in accordance with clause 10; and
 - where any claim is not made in accordance with clause 10, IHAS Services shall have no liability to the Customer in relation to the relevant Goods and/or Services.
16. **Confidentiality and Intellectual Property**
- 16.1 Each party must maintain as strictly confidential the Intellectual Property of IHAS Services and any information relating to the other party which by its nature, or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential, except:
- as is agreed in writing between Customer and the IHAS Services and, in such case, strictly limited to the terms agreed and any conditions attached to such agreement; or
 - to its directors, officers, employees, agents, contractors or representatives to the extent necessary to obtain the benefit of, or to properly perform their obligations, under these Terms;
 - to a Connected Entity; or
- (d) as required by an applicable law or the rules of a recognised stock exchange, after first consulting with the other party to the extent practicable about the form and content of the disclosure.
- 16.2 All Intellectual Property in the Goods and/or Services or created incidentally shall remain the sole and exclusive property of IHAS Services, and nothing in these Terms will give the Customer any interest in any Intellectual Property belonging to IHAS Services.
- 16.3 The Customer will not copy, modify, alter, reproduce, reverse engineer, or enhance IHAS Services's Intellectual Property nor do any act that would or might invalidate or be inconsistent with IHAS Services's rights to its Intellectual Property.
- 16.4 In the event that the Customer becomes aware of or suspects any infringement of IHAS Services's Intellectual Property, the Customer shall immediately notify IHAS Services and shall at the request of IHAS Services provide IHAS Services with such co-operation and assistance as may be reasonably required by IHAS Services in taking any action against any such infringement or suspected infringement.
- 16.5 The provisions of this clause 16 will survive any termination or expiry of these Terms.
17. **Health and Safety**
- 17.1 The parties will comply at all times with all applicable statutory and regulatory obligations in respect of occupational, health and safety, including the Model Work Health and Safety Act (Cth), the Model Work Health and Safety Regulations (Cth) and any applicable state and territory-based legislation. The parties will consult, cooperate and coordinate activities relating to any health and safety matters arising in relation to these Terms.
18. **Privacy and Personal Information**
- 18.1 IHAS Services respects Customer privacy and is committed to managing and protecting personal information. IHAS Services will only collect, hold, use and disclose personal information in accordance with the IHAS Services privacy policy. For more information or to view the IHAS Services privacy policy please visit www.ihas.com.au.
19. **General**
- 19.1 IHAS Services may amend these Terms on notice to the Customer. Any Order submitted after such notice will be deemed to be acceptance of the updated Terms. No amendment or variation of these Terms proposed by the Customer is effective unless it is in writing and signed by both parties.
- 19.2 The Customer must not assign its rights or obligations under or in connection with these Terms without the prior written consent of IHAS Services. A change in the effective management or control of the Customer or any parent company of the Customer will be deemed to be an assignment for the purposes of these Terms, requiring IHAS Services's prior written consent. Any permitted assignment, transfer or sub-contracting will not relieve the Customer of the Customer's responsibility for due performance under these Terms.
- 19.3 The rights, powers and remedies provided for in these Terms are in addition to, and do not limit or exclude (or otherwise adversely affect), any right, power or remedy provided to IHAS Services by law.
- 19.4 These Terms, the Customer Details, IHAS Services's quotation (if any) and the relevant Order together constitute the entire agreement of the parties concerning the subject matter of these Terms, and supersede and cancel any previous representations, agreements, understandings or arrangements (whether written or oral) between the parties. Any catalogues, leaflets, promotional material and other documents supplied by IHAS Services are supplied only for information purposes and do not alter or vary these Terms.
- 19.5 The relationship of IHAS Services to the Customer is that of an independent supplier to its customer in trade. Except as expressly provided in these Terms, nothing in these Terms is intended to constitute a relationship of employment, trust, agency, joint venture, partnership or any other fiduciary relationship between the parties. No party has authority to bind or incur debts on behalf of the other party.
- 19.6 A waiver of any breach of these Terms or of any right, power or remedy under, or in connection with, these Terms (including a right of termination) is not effective unless that waiver is in writing and is signed by the party granting the waiver. A failure to exercise, a delay in exercising, or a partial exercise of, any right, power or remedy under, or in connection with, these Terms does not operate as a waiver of such right, power or remedy. A waiver of any breach is not, and is not deemed to be, a waiver of any other or subsequent breach.
- 19.7 If any provision of these Terms is illegal, invalid or unenforceable then:
- where that provision can be modified to give it a valid and enforceable operation of a partial nature, it must be modified to the minimum extent necessary to achieve that result; and
 - in any other case, the provision must be severed from these Terms, in which event the remaining provisions of these Terms operate as if the severed provision had not been included.
- 19.8 Termination or expiry of these Terms will not affect any provisions of these Terms that are expressed to, or by implication are intended to, survive termination or expiry of these Terms including clauses 6 (payment), 10 (claims), 11 (tracking and tracing Goods), 12 (on-sale of Goods), 14 (disputes), 15 (warranties and liability) and 16 (confidentiality and intellectual property).
- 19.9 Notices or other communications given by one party to the other in connection with this Agreement are to be in writing and sent by personal delivery, post or electronic mail to the address of the relevant party as notified to the other party from time to time. Any notice or other communication is deemed to be received and sufficiently served if:
- personally delivered, on receipt;



- (b) posted by pre-paid official postal service, on the fifth Business Day after posting; and
 - (c) if sent by electronic mail, on the on the date and time at which it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system, which indicates that the email was sent to the email address of the addressee notified for the purposes of this clause 19.9).
- 19.10 These Terms may be executed in any number of counterparts (including by scanned copy) all of which, when taken together, will be treated as making up the one document.
- 19.11 In this Agreement:
- (a) headings are for convenience only and do not affect interpretation;
 - (b) a word importing the singular includes the plural and vice versa;
 - (c) the word person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust or government agency, in each case, whether or not having a separate legal personality;
 - (d) a reference to a party to this Agreement or another document includes that party's successors and permitted assigns and substitutes;
 - (e) a reference to approval, agreement or confirmation means approval, agreement or confirmation in writing at the relevant party's discretion;
 - (f) references to "including" shall be construed as "including, without limitation";
 - (g) any reference to any agreement or document includes that agreement or document as amended at any time;
 - (h) the expression "at any time" includes reference to past, present and future time and the performance of any action from time to time;
 - (i) a reference to a clause is a reference to a clause of these Terms;
 - (j) when a thing is required to be done or money required to be paid under these Terms on a day that is not a Business Day, the thing must be done or the money paid on the next Business Day;
 - (k) any references to law includes any national or local law, by-law, statute, act, regulation, other enactment, standard, code, permit, consent, district plan, regional plan, approved code of practice, order, common law, ruling or other requirement or rule of law or any rule, code or other requirement promulgated by a government authority or other regulatory body;
 - (l) references to any legislation or to any provision of any legislation (including regulations, subordinate legislation and orders) includes that legislation or provision as amended, consolidated, re-enacted or substituted and any statutory instruments, regulations and orders issued under any such legislation or provision, in each case whether before or after the date of these Terms or the applicable Order;
 - (m) all currency amounts are in Australian dollars unless expressly stated otherwise;
 - (n) this Agreement must not be construed adversely to IHAS Services because IHAS Services prepared it or caused it to be prepared;
 - (o) in the event of an inconsistency between these general conditions of purchase and an Order, unless expressly agreed otherwise in writing, these general conditions of purchase will prevail to the extent of the inconsistency; and
 - (p) any reference to any times or dates are references to the then-applicable local time in Australia (being either Australian Eastern Standard Time or Australian Eastern Daylight Savings Time).
- 19.12 These Terms are governed by the laws of the State of New South Wales, Australia, and the United Nations Convention on Contracts for the International Sale of Goods (otherwise known as the Vienna Sales Convention 1980) does not apply. The parties submit to the non-exclusive jurisdiction of the New South Wales and Australian federal courts.

Term of Sale last updated August 2018.