



TERMS AND CONDITIONS OF SALE

AUSTRALIA

1. About these Terms and Conditions of Sale (“Terms”)

- 1.1 These Terms, together with our Application, form the entire agreement on which we, DHL SUPPLY CHAIN (AUSTRALIA) PTY LTD (ABN 85 071 798 617), sell and/or supply Goods to you. Each order you place with us for the sale and/or supply of Goods does not give rise to a new or separate agreement between you and us. If these Terms (or our Application) are amended, those amendments will also not give rise to a new or separate agreement between you and us.
- 1.2 These Terms should be read with and are in addition to our Privacy Policy.
- 1.3 Please read these Terms carefully as they will apply to all orders for Goods you place with us.
- 1.4 These Terms override any other terms and conditions (including your own), agreements, conditions, arrangements, understandings or requests concerning our sale and/or supply of Goods, unless we agree otherwise with you in writing. These Terms do not override or affect any legal obligations that you or we might have which cannot be excluded or limited by law.

2. Principals

- 2.1 When we perform our obligations under these Terms, we are acting either in our own right or as agent for and on behalf of certain manufacturers and wholesalers of Goods (“Principals”).
- 2.2 If we have a right under these Terms, that same right is held by one or more of the Principals in their own right.

3. Orders

- 3.1 We have several ways that you can place orders for supply of Goods with us, including through our iStore site, with our Customer Service Team by phone, fax or email, or through a Principal (if you place the order with that Principal). An order handling fee may apply for any order placed with our Customer Service Team by phone, fax or email. Contact us at d2mcs@dhl.com for our current ordering options.
- 3.2 We will accept and supply Goods to an order received unless we notify you otherwise.
- 3.3 When you place an order for supply of Goods with us, you are declaring that you have all relevant permissions (including appropriate licences) to order such Goods. If we are of the opinion that you do not, we may stop current or further services to you until we are reasonably satisfied that we can recommence or continue to supply Goods to you.
- 3.4 You may not change, withdraw, cancel or revoke your order after we have accepted it without our written consent.

4. Price

- 4.1 The price and description of Goods are as notified by Principals from time to time. It is your responsibility to check current prices (including changes which might occur from time to time) with the relevant Principal.
- 4.2 Prices for Goods are quoted in Australian Dollars.
- 4.3 The price of your order for Goods is confirmed when we confirm acceptance of your order in writing.
- 4.4 The price of Goods usually includes freight charges but there may be additional freight charges if you ask for urgent delivery or another special request, or because the Principal adds freight charges. It is your responsibility to check for any applicable freight charges with the relevant Principal but, if we become aware of any, we will also use reasonable efforts to tell you.
- 4.5 Prices are exclusive of GST and other taxes (if any) that might apply to Goods.

- 4.6 If we become liable to pay GST on any supply made by us under these Terms, then you (as recipient of this supply) must pay us an additional amount equal to the GST payable on or for the supply.
- 4.7 We shall deliver to you a valid tax invoice in respect of the supply and any GST payable at or before the time of payment.
- 4.8 Unless expressly stated otherwise, payment of any GST or other additional amounts shall be made by you at the same time as payment for the supply.

5. Payment

- 5.1 You must pay for Goods you order on or before the Due Date.
- 5.2 If no Due Date is specified, payment is to be made by you on or before the 28th of the month following the month in which the Goods were supplied.
- 5.3 Payment is to be made by you in accordance with the payment method elected by you in your Application. This might include payment by:
 - (a) cheque;
 - (b) credit card (if available in your location and only on prior approval by Us);
 - (c) by direct transfer to our nominated bank account; or
 - (d) any other manner that we have agreed with you.

You can elect to change your payment method in consultation with us from time to time.

- 5.4 A statement signed by us shall be conclusive evidence of the amount you owe us at that time, except in the case of manifest error.
- 5.5 We have no obligation to provide credit facilities to you. Our credit facilities are conditional upon us being and remaining satisfied with your financial history and, if we request, receiving guarantees and indemnities from you. You authorise us to enquire about your financial history, including obtaining reports from credit reporting agencies from time to time whilst you use our credit facilities.
- 5.6 If we offer you credit facilities, we may at any time by notice to you reduce, vary or terminate those facilities at our discretion. Any credit limit that may apply from time to time is for administrative convenience and solely for our benefit and does not constitute a term or condition of any agreement between you and us.
- 5.7 If you do not pay on time, we may:
 - (a) charge interest on any unpaid amount at the rate of 4% p.a. above the interest rate applied in Australia to commercial overdraft balances of over \$100,000 by Australia and New Zealand Banking Group Limited, such rate to be compounded and calculated daily on the amount outstanding after the due date for payment until it has been paid in full. You and we agree that such interest charge is not a penalty but a true measure of damages that would be incurred by us as a result of your failure to pay on time;
 - (b) require the payment of cash before delivery of any further Goods and all outstanding monies then become immediately due and payable on demand;
 - (c) credit any payments received from you first against any interest charges and costs that we have incurred and all such charges will be payable on demand; and/or
 - (d) exclude you from participating in any special deals, discounts, redemptions, rebates and all other incentive programs concerning the Goods.



- 5.8 You may not withhold or set off any payment or make any deductions from any amount owing to us.
- 5.9 You may not factor or finance in any way any of your accounts receivable without our prior written consent.

6. Performance and Delivery

- 6.1 All performance and delivery times indicated by us are estimates only.
- 6.2 Where a delivery date for Goods is specified, we will endeavour to deliver within that time but in no circumstances will we be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay or failure to deliver the Goods within the specified delivery date. Failure to deliver within the specified time will not give you a right to cancel or terminate your order or refuse to pay for the Goods.
- 6.3 If you are unable or unwilling to accept delivery of the Goods then the risk in the Goods will pass to you from the time of such refusal. In such an event, we are entitled to payment for the Goods as if they were delivered to you and, in addition to any of our other rights and remedies (including the right to sell the Goods), we may in our discretion arrange to store the Goods at your expense.
- 6.4 We will not be liable for any loss or damage incurred by you as a result of delay in the performance or non-performance of any of our obligations under these Terms which is caused by any Force Majeure Event.
- 6.5 Our obligation to deliver will be discharged on the arrival of the Goods at your nominated delivery destination, nominated transport company, nominated agent or the address appearing on your Invoice
- 6.6 We reserve the right to deliver by instalments. You will not be entitled to cancel the balance of an order if we fail to deliver any instalment.

7. Risk & Ownership

- 7.1 Risk of damage, deterioration or loss of or to the Goods passes to you on the earlier of when they are delivered into your or your agent's or nominated transport company's possession or control, when you pay for the Goods or pursuant to clause 7.3.
- 7.2 It is up to you to take out insurance over the Goods.
- 7.3 Ownership of Goods that we supply to you only passes to you when you have paid all amounts owing to us relating to the Goods and any other amounts that you might owe to us including under any other accounts or orders.
- 7.4 Until ownership of the Goods passes to you, you agree to store them in a way that clearly shows the interest of us and/or the Principals in the Goods and separately from any other goods so that they do not become damaged or spoiled.
- 7.5 You may resell the Goods in the ordinary course of your business before ownership of the Goods passes to you, provided that you:
 - (a) act in any such sale transaction as our fiduciary agent;
 - (b) hold the proceeds of the sale (or any other payment made by a third party for any sale of the Goods) ("**Proceeds**") on trust for us and in a separate account with separate records;
 - (c) account to us for all Proceeds in reduction of all amounts owing by you to us (including pursuant to clause 11.3);
 - (d) allow us to inspect any records of such sales made and Proceeds received;
 - (e) do not allow any other charge or security interest to exist over Proceeds without our written consent; and
 - (f) are not experiencing an Insolvency Event.
- 7.6 You irrevocably grant to us and our nominated representative an unrestricted right and licence without notice to enter any premises occupied or controlled by you where Goods are located and do any other things necessary to identify and

inspect the Goods and your books and records on the Goods, and to repossess Goods, without in any way being liable to you or any other third party.

8. Claims

- 8.1 You agree to examine the Goods immediately upon delivery.
- 8.2 To notify us that the Goods received do not conform with any Standard or they were damaged during transportation or delivery by us or do not match the description in the relevant order, you must contact us at d2mreturns@dhl.com upon delivery for Cold Chain Goods and otherwise within five business days of delivery for all other Goods. You agree that these are reasonable times in which to contact us. If you do not give us notice within these times, the Goods will be deemed to have been delivered by us in accordance with the applicable order.
- 8.3 These Terms describe our claims and returns procedure but this will be subject to the claims and returns procedures of the relevant Principals which may apply to Goods you order from us. We will discuss with you any applicable claims and returns procedures of Principals that we are aware of that apply to you when you contact us pursuant to clause 8.2 but it is your responsibility to contact us if you have any questions about these procedures or wish to know if any apply to you.
- 8.4 Subject to the claims and returns procedures of the relevant Principal, we will at our option:
 - (a) credit the price of the relevant Goods to your account; or
 - (b) collect the Goods from you and replace them,if we agree that the Goods were damaged during transportation or delivery by us, do not comply with the description on the relevant order or are non-compliant with any Standard.
- 8.5 Clause 8.4 only applies if:
 - (a) the Goods have been properly handled, stored and maintained by you, any instructions given by us and/or our Principals in relation to the Goods have been fully observed by you and any documentation given by us and/or our Principals in relation to the Goods are retained with the Goods for so long as you are requested to do so (including for example a pedigree letter or short dated letter from us);
 - (b) all packaging is intact, except where any packaging breakage is due to damage during transportation or delivery by us or was necessary to reveal the damage or non-compliance;
 - (c) you give us and/or the relevant Principals a reasonable opportunity to inspect the Goods; and
 - (d) you make no further use of the Goods after you discover or reasonably ought to have discovered that the Goods did not conform with a Standard or were damaged or did not comply with the description of the Goods in the relevant order unless we give you permission to do so.

9. Liability

- 9.1 Under Australian Consumer Law, certain consumer guarantees may apply to the Goods and/or our services supplied pursuant to these Terms. You may have rights against us concerning such Goods and/or services as a result.
- 9.2 Nothing in these Terms excludes or limits the operation of any conditions, warranties or guarantees (express or implied) which cannot be excluded or limited by law.
- 9.3 If we are lawfully allowed to limit our liability to you in respect of the Goods and/or our services, our liability and the Principals' liability to you is limited, at our option and the Principals' option (as the case may be), to the following:
 - (a) in the case of Goods, the replacement, repair or payment of the cost of replacement or repair of the Goods; and
 - (b) in the case of services, supplying the services again or payment of the cost of having the services supplied again.



- 9.4 To the extent permitted by law:
- (a) our liability to you will not in any situation exceed the price of the Goods supplied by us; and
 - (b) we will not be or become liable to you for any loss of profits, loss of sales, loss of market, loss of goodwill or reputation, third party claims, incidental or special damages or indirect or consequential loss of any kind,

which may result from any warranty, guarantee, condition or term given under these Terms or any other applicable law.

- 9.5 Subject to these Terms and any applicable law, all conditions and warranties as to the quality of the Goods or their fitness for any particular purpose are expressly excluded (whether express or implied and even if that purpose is made known expressly or by implication to us or the Principals)
- 9.6 No sale under these Terms constitutes a sale by sample. You acknowledge that the sample may vary from the Goods produced.
- 9.7 No sale under these Terms constitutes a sale by description. Any description of Goods is by way of identification only. You acknowledge that you are liable for ensuring that the Goods are suitable for your intended use.
- 9.8 You agree to indemnify us against any claim, complaint, liability or cost that we incur either directly or indirectly as a result of any act or omission by you (or any person that you are responsible for) concerning these Terms, the Goods, us or any Principal or your legal obligations, including but not limited to mercantile agent fees and commissions, and legal fees calculated on a solicitor/client basis of and incidental to us making demand of or bringing any legal proceedings against you in respect of the price of Goods or any other due and payable amount that is outstanding and unpaid.

10. Suspension, Cancellation and Termination

- 10.1 We may immediately:
- (a) suspend or close your account with us;
 - (b) suspend delivery of Goods or any current orders for the supply Goods;
 - (c) cancel all or any part of any of your orders which remain unperformed;
 - (d) repossess any Goods for which we have not received full payment, wherever they are located;
 - (e) choose not to accept further orders for supply of Goods from you; and/or
 - (f) require you to pay all amounts owing to us in connection with these Terms (even if the Due Date for any of those amounts has not yet passed),
- if:
- (a) we or you suffer a Force Majeure Event;
 - (b) you suffer an Insolvency Event;
 - (c) you breach or fail to perform or observe any of these Terms;
 - (d) your account is suspended or closed for any reason; and/or
 - (e) we are of the reasonable opinion that you are unable to pay your debts as and when they fall due and payable or you have suffered a material adverse change in your financial circumstances.

Our taking of any of the above actions shall be at our discretion and shall not affect any other rights that we may have against you. We may also take any of the above actions for specified Goods if directed to do so by the Principal of those Goods.

- 10.2 You may suspend or close your account with us at any time by giving us at least 14 days' prior written notice. We may also suspend or close your account at any time by giving you at least 14 days' prior written notice. Suspension or closure of

your account does not affect any rights or obligations that you or we may have against each other pursuant to these Terms or at law.

- 10.3 We shall not be liable for any loss or damage which you may incur as a result of any suspension and/or closure of your account.

11. Application of the PPSA

- 11.1 You acknowledge and agree that:
- (a) these Terms constitute a security agreement for the purposes of the PPSA ("**Security Agreement**") and creates a security interest in the Goods supplied by us from time to time and any proceeds of the sale of the Goods to secure payment for the Goods ("**Security Interest**");
 - (b) each sale or supply of Goods by us under these Terms is subject to the Security Agreement for the purposes of the PPSA;
 - (c) we may register our Security Interest in the Goods and the proceeds of the sale of Goods on the PPSA register including as a purchase money security interest (as defined under the PPSA) pursuant to these Terms.

Assurances

- 11.2 If we request, you agree to do all things, provide all information and sign all documents that are necessary or we reasonably require to enable us to acquire a perfected Security Interest in the Goods, including:
- (a) to ensure that any Security Interest created under, or provided for, by these Terms:
 - (i) attaches to the collateral that is intended to be covered by that Security Interest;
 - (ii) is enforceable, perfected and otherwise effective;
 - (iii) has the priority required by us; and
 - (b) enable us to prepare and register a financing statement or financing change statement; and
 - (c) enable us to register a purchase money security interest under the PPSA; and
 - (d) to enable us to exercise and maintain any of our rights or powers in connection with any such Security Interest.
- 11.3 If you dispose of the Goods, you must immediately pay to us on our request (or that of our agent or representative) all proceeds from such disposal. We may apply all amounts received in connection with you, the Goods or these Terms towards amounts owing by you to us in the order specified in section 14(6)(c) of the PPSA, unless otherwise specified in writing by us.
- 11.4 If a higher-priority security interest does arise in the Goods, you shall:
- (a) ensure that you receive cash proceeds for the Goods of at least equal to the market value of the Goods; and
 - (b) immediately pay those proceeds to us in reduction of all amounts you owe us, which we may apply towards such amounts in such order as we see fit.
- 11.5 You will not change your name, structure, status or partnership, or assign or sell your business to another party, or initiate any change to any registered documentation, or act in any manner which would impact on our registered Security Interest without our prior written consent.

Exclusion of Notices and Other Obligations

- 11.6 To the extent the law permits:
- (a) For the purposes of sections 115(1) and 115(7) of the PPSA:
 - (i) we need not comply with sections 95, 118, 121(4), 125, 129(2), 129(3), 130, 132(3)(d) or 132(4); and



(ii) sections 142 and 143 are excluded.

(b) For the purposes of section 115(7) of the PPSA, we need not comply with sections 132 and 137(3).

11.7 To the extent the law permits, you agree to waive:

- (a) your rights to receive any notice that is required by:
 - (i) any provision of the PPSA (including a notice of a verification statement); or
 - (ii) any other law before a secured party or a receiver exercises a right, power or remedy; and
- (b) any time period that must otherwise lapse under any law before a secured party or a receiver exercises a right, power or remedy.

11.8 If the law which requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).

Provision of Information

11.9 You agree not to exercise your rights to make any request of us under section 275(6) of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.

11.10 You and we agree not to disclose information of the kind mentioned in section 275(1) of the PPSA, except where:

- (a) disclosure is required by sections 275(7)(b) to (e) of the PPSA; and/or
- (b) we disclose information of the kind mentioned in section 275(1) of the PPSA to the extent that we are not doing so in response to a request made by an "interested person" (as defined in section 275(9) of the PPSA) pursuant to section 275(1) of the PPSA.

11.11 Despite clause 11.10(a), you shall only authorise the disclosure of information for the purposes of section 275(7)(c) of the PPSA, or request information under section 275(7)(d) of the PPSA, if we approve such disclosure or request for information in writing.

11.12 Nothing in these Terms will prevent any disclosure of information by us that we believe is reasonably necessary to comply with any other obligations that we may have under the PPSA.

11.13 Nothing in this clause 11 limits or is limited by any other provision of these Terms or any other agreement between the parties.

12. Communications & Notices

12.1 You agree that we may communicate with you electronically (for example when we want to give you information about your order or about Goods, or to send you invoices or statements). This will include by email.

12.2 Any notice required to be given by you or us under these Terms shall be valid if hand delivered or sent by registered post, express courier, fax or email to the other party using their contact details as set out in the Application (or as you or we may later notify each other in writing from time to time).

12.3 A notice shall be deemed received by the party to whom it is addressed:

- (a) if hand delivered, immediately upon delivery;
- (b) if sent by registered post, on the second business day following registration and posting;
- (c) if sent by express courier, immediately on the courier's receipt of a signature from the recipient evidencing delivery; and
- (d) if sent by fax or email, immediately upon sending (provided that no transmission error message is subsequently received).

If delivery occurs on a non-business day or after 5pm on a business day, the notice will be deemed delivered on the next business day.

13. Personal Information & Privacy

13.1 We respect your rights to privacy under the Privacy Act 1988 (Cth) and we are required to comply with the Australian Privacy Principles and, in certain cases, the European Union General Data Protection Regulation (2016/679) in respect of the collection, use, disclosure and handling of personal information. Further information on how we manage your personal and credit information is available in our Privacy Policy on our website at <https://www.logistics.dhl/au-en/home/footer/local-privacy-notice.html>.

13.2 Our Privacy Policy contains information about how you may access personal information about you that is held by us and seek the correction of such information, as well as information about how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint. You have the right to: request from us access to and rectification or erasure of your personal information, request restriction of processing concerning your personal information, object to processing, lodge a complaint with a supervisory authority, data portability, as well as the right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

13.3 You acknowledge that we (being DHL Supply Chain (Australia) Pty Ltd (ABN 85 071 798 617) and our associated, related, subsidiary and parent companies or businesses and any successors or assigns) may collect personal and credit information in connection with our dealings with you in accordance with our Privacy Statement, Privacy Policy, Credit Reporting Policy and Statement of Notifiable Matters pursuant to the Credit Reporting Code, the *Privacy Act 1988* (Cth), the *Privacy (Enhancing Privacy Protections) Act 2012*, and the Australian Privacy Principles as amended from time to time. The lawful basis on which we process your data (or that of the data subject) is that you (or they) have consented, it is necessary for the performance of this contract, and for compliance with legal obligations in certain cases.

13.4 The criteria by which we determine the period for which your personal information will be stored include legal requirements for how long we need to store records and documents, how long you continue to order Goods from us, time limits under statutes of limitation and expiry of legal rights, our contractual obligations, and our need to facilitate and transact business in connection with these Terms.

13.5 You consent to personal and credit information in connection with our dealings with you being collected and used, and you warrant to us that you have obtained the consent of each patient, director, partner, officer or guarantor (as the case may be) to that information being collected and used. The purpose for which we are collecting and using it is:

- (a) to allow us to supply or deliver the Goods;
- (b) to take orders in connection with the Goods;
- (c) to comply with our obligations under these Terms; and
- (d) to otherwise facilitate and transact our business in connection with the Goods and these Terms.

13.6 You acknowledge and agree that we may disclose your information to our Principals, other DHL subsidiaries, contractors, and other individuals or entities that we may engage with or be engaged by from time to time (including, occasionally, entities located outside of Australia). We endeavour to enter into a contract with any entity before we send your personal information to that entity, and for that contract to contain suitable safeguards, including confidentiality related provisions. Further information about these safeguards may be available on request, by contacting us (see below).

13.7 Our approach to the management of your personal and credit information is consistent with the *Privacy Act 1988* (Cth), the *Privacy (Enhancing Privacy Protections) Act 2012*, the



Australian Privacy Principles and the Credit Reporting Code as relevant.

- 13.8 You are not required to provide us with your personal information. However, if we are unable to obtain all your required personal and credit information, or if you do not provide all of the information that we request, we may reject or delay your Application (including any application of a third party such as a guarantor), cease our commercial relationship with you or choose not to provide you with Goods. Providing to us the personal information that we ask for (such as delivery addresses, consignee names etc.) is a requirement necessary to enter into these Terms and receive the Goods.
- 13.9 If you have any questions or concerns about our Privacy Policy, the type of information we may hold about you, or for corrections or complaints about a breach of your privacy, please direct your requests to the Data Protection Officer at Our Head Office address: DHL Supply Chain (Australia) Pty Ltd, Rhodes Corporate Park, Level 4, Building C, 1 Homebush Bay Drive, Rhodes NSW 2138, or email: Privacy_supplychain@dhl.com.au. To the extent we provide personal information to you, you promise to comply with all of your obligations under the *Privacy Act 1988* (Cth) (if any) and any other applicable privacy law.
- 13.10 If there is a privacy related breach of legal, contractual or other obligations, you agree to give us reasonable assistance with notifying a supervisory authority or a data subject (person) of a data breach and carrying out a data protection impact assessment. If the personal information we sent you is no longer needed for its proper purpose, you must either delete or return to us all the personal information we sent to you, at our option, and delete any existing copies of the personal information unless otherwise required by law.

14. General

Governing Law

- 14.1 These Terms are governed by the laws of New South Wales, Australia, and you and we agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

Amendments

- 14.2 We may from time to time amend these Terms (including our Application) and such amendments shall apply from the date of amendment. We will notify you if these Terms (or our Application) change. You will be deemed to have agreed to the change(s) if you continue to place orders for Goods after the date of amendment.

Invalidity

- 14.3 If any part of these Terms are or become invalid, illegal or unenforceable, that part shall be deemed deleted from these Terms. All other parts of these Terms shall not be affected and shall remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid, illegal or unenforceable part.

Assignment or Transfer by You

- 14.4 You may not assign, transfer or novate these Terms or any of its rights or obligations under these Terms without our prior written consent. We may assign, transfer or novate these Terms or any of our rights or obligations under these Terms without your prior written consent.

No Waiver

- 14.5 Failure by us to enforce any provision of these Terms at any time shall not mean a waiver by us of that provision and shall not limit or waive our right to subsequently require compliance with all of these Terms.

15. Definitions & Interpretation

15.1 In these Terms:

- (a) **Application** means our Application for Credit that you must complete before you can request that we sell and/or supply Goods to you.
- (b) **Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended and in force from time to time;
- (c) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (d) **Cold Chain Goods** means a Good which is required to be maintained at a specified temperature ;
- (e) **Due Date** means the date displayed on our invoices, statements, correspondence or any other documents at our direction for your payment of Goods.
- (f) **Force Majeure Event** means an act or event which is beyond the reasonable control of that party, including but not limited to acts of God, war, terrorism, civil disturbance, insurrection, acts of government, industrial actions or disputes), fires, floods, natural disasters, accidents, pandemics, sabotage, criminal acts, embargoes, or delays in transportation attributable to third party carriers or customs authorities.
- (g) **Goods** means any goods, merchandise and services that are or (as the context requires) are proposed to be supplied by Us to You either in Our own right or on behalf of a Principal;
- (h) **GST** and related terms have the meanings given to those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended and in force from time to time;
- (i) **Insolvency Event** means action which places an entity or individual under external management in respect of its assets or where an entity or individual makes an assignment in respect of its assets for the benefit of its creditors, including but not limited to the appointment of a liquidator, receiver, manager, trustee or administrator, or where the entity or individual is unable to pay its/his/her debts as they fall due;
- (j) **PPSA** means the *Personal Property Securities Act 2009* (Cth), as amended and in force from time to time;
- (k) **Standard** means an applicable standard or specification in respect of particular Goods that is published by the manufacturer or wholesaler of the Goods or which is mandatory under applicable laws or both.
- 15.2 Reference to any legislation includes a modification, revision, amendment, re-enactment of, legislation enacted in substitution for, regulation, order-in-council or any other instrument from time to time issued, enacted or made under that legislation.
- 15.3 Reference to the singular includes the plural and the plural includes the singular.
- 15.4 Reference to one gender includes the others.
- 15.5 Indemnities given in these Terms are unconditional, irrevocable and continuing indemnities.
- 15.6 The words "includes" and "including" and any variations of these are not words of limitation or exhaustive, but rather shall be deemed to be followed by the words "without limitation".
- 15.7 Terms and expressions used in these Terms that are defined in the GST Act or the PPSA have the same meanings respectively given to those terms and expressions in those Acts.