

**Mainfreight Distribution Pty Ltd (“MF”)**

**ABN 85 003 840 319**

**TERMS & CONDITIONS FOR WAREHOUSE &  
TRANSPORT SERVICES**

## 1. DEFINITIONS

- 1.1. **"Business Day"** means a day other than a Saturday, Sunday or public holiday in each relevant State or Territory of Australia where the Services are being performed.
- 1.2. **"Commencement Date"** means the date that MF first provides the Services.
- 1.3. **"Consequential Loss"** has the meaning as given in clause 10.4.
- 1.4. **"Consignee"** means the customer of Customer for whom the Goods are to be delivered to.
- 1.5. **"Customer"** means the person or entity for whom MF provides the Services for.
- 1.6. **"Fees"** means the costs, which MF provides Customer with from time to time in accordance with this Agreement, that MF will charge to Customer as compensation for the provision of the Services.
- 1.7. **"Force Majeure Event"** means:
  - (a) an act of God, landslide, earthquake, flood, fire, inclement weather, natural disaster or epidemic;
  - (b) the temporary or continuing failure of a telecommunications or similar network;
  - (c) an act of war (whether or not accompanied by any formal declaration of war), terrorism, blockade, insurrection, riot, declaration of a state of emergency or civil disturbance;
  - (d) a fire, explosion or other serious damage to buildings (other than as caused or contributed by a party); or
  - (e) industrial action.
- 1.8. **"Goods"** means the goods that Customer requires to be warehoused and/or transported by MF pursuant to the terms of this Agreement.
- 1.9. **"Heavy Vehicle National Law"** means the *Heavy Vehicle National Law Act 2012* (Qld) and all regulations made under that Act, as well as the associated State and Territory road transport acts and regulations adopting the *Heavy Vehicle National Law Act 2012* (Qld) and includes any subsequent replacement, modification or amendment to any of these acts and regulations.
- 1.10. **"Insolvency Event"** means any of the following events:
  - (f) a party becomes insolvent;
  - (g) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to a party or a party enters into a scheme of arrangement with its creditors or is wound up;
  - (h) a party assigns any of its property for the benefit of creditors or any class of them;
  - (i) an encumbrance takes any step towards taking possession or takes possession of any assets of a party or exercises any power of sale; or
  - (j) the party has a judgment or order given against it in an amount exceeding \$10,000 and that judgment or order is not satisfied or quashed or stayed within 60 days after being given.
- 1.11. **"MF"** means Mainfreight Distribution Pty Ltd ABN 85 003 840 319 with its registered address at 1653-1657 Centre Road, Clayton VIC 3168 and any related bodies corporate as defined under section 50 of the *Corporations Act 2001* (Cth).
- 1.12. **"Modern Slavery"** has the meaning given in section 4 of the *Modern Slavery Act 2018* (Cth).
- 1.13. **"Operating Year"** means the 12 month period commencing on the Commencement Date and any following 12 month period on the anniversary of the Commencement Date.
- 1.14. **"Putaway Process"** means the process of checking the Goods upon receipt by MF, prior to putting them into stock for orders, to determine whether the quantity delivered is correct and whether any Goods have been damaged prior to MF receiving them.
- 1.15. **"Service Information"** means any statement, document or any other form of communication, whether verbally or in writing, which is provided to MF which contains information that may affect MF's ability to lawfully or safely perform the Services.
- 1.16. **"Services"** means all storage, logistics and domestic road transportation services which are required for the Goods including, but not limited to, inwards and outwards goods movement, load deconsolidation, order picking and handling and activity breakdown.
- 1.17. **"Subcontractor"** means any servant, agent or subcontractor of MF or the servant, agent or subcontractor of such initial party as appointed by MF or any other party which is appointed to be in possession or control of the Goods under this Agreement.
- 1.18. **"Transit"** means the point in time from when the Goods are loaded on to the vehicle transporting the Goods until they are unloaded and accepted by the Consignee. For the avoidance of doubt this also includes any period of time where the Goods are stored at a facility, or any other location, between periods of transportation.
- 1.19. **"Updated Fees"** means any Fees, as amended, which will apply to the provision of the Services.
- 1.20. **"WMS"** means the warehouse management system used by MF to maintain an accurate record of the quantity of Goods held by MF, manage the receipt of orders, manage the delivery of consignments and other associated tasks.

## 2. SERVICES

- 2.1. Customer retains MF to provide, and MF agrees to provide to Customer in exchange for the payment of the Fees, the Services to Customer on and from the Commencement Date.
- 2.2. MF shall use all reasonable endeavours to:
  - (a) perform the Services in a proper and efficient manner;
  - (b) observe all laws and regulations;
  - (c) act in good faith in all of its dealings under this Agreement;
  - (d) provide all information reasonably requested by Customer in a timely and efficient manner; and
  - (e) act in accordance with Customer's reasonable instructions and directions in performing the Services.

## 3. FEES, PAYMENT & FEE REVIEWS

- 3.1. The Fees for the Services provided during each week shall be invoiced at the end of the week for which those Services relate.
- 3.2. The Fees will be as indicated by MF to Customer from time to time. All invoices must be paid in within 7 days from the date stated on the invoice. Any invoices which are not paid in accordance with the foregoing (and are not the subject of a valid Dispute Notice) shall accrue interest at a rate of 4% p.a. which will be compounded daily until such outstanding payment is rectified, unless otherwise agreed by MF in writing.
- 3.3. Customer must advise MF of any disputed amounts stated on the invoice within 7 days of receipt. Where Customer disputes an invoice the parties must use all reasonable endeavours to resolve the dispute as soon as possible. For the avoidance of doubt, Customer must make payment of any undisputed amounts in accordance with clause 3.2.

- 3.4. Subject to any amount in dispute, the Fees shall be deemed fully earned as soon as the Goods are loaded and dispatched on Customer's behalf and shall be non-refundable in any event.
- 3.5. Customer acknowledges and agrees that any claims for overcharges which are not notified to MF within 90 days from the date of invoice shall not be claimable.
- 3.6. Customer is not entitled to offset any amounts which are owed by Customer to MF under this Agreement against any amounts which may be due by MF to Customer.
- 3.7. MF may, once per Operating Year, provide Customer with at least 30 days written notice outlining the Updated Fees that will be applicable from the date outlined in the notice (**New Fee Notice**). The Updated Fees may not be greater than 7% of the then current Fees.
- 3.8. MF and Customer may enter into good faith negotiations to discuss any variations that may be required to the Updated Fees.
- 3.9. Should Customer not wish to pay for the Services in accordance with the Updated Fees, then this Agreement may be terminated by Customer prior to the date outlined in the New Fee Notice.
- 3.10. If Customer terminates this Agreement in accordance with clause 3.9, but continues to require Services 60 days after such termination, then MF shall be entitled to charge for the Services in accordance with the New Fee Notice, subject to clause 3.11.
- 3.11. Clause 3.10 shall not apply where Customer's requirement for MF to perform the Services has only arisen due to MF's failure to comply with their obligations in accordance with clauses 4.8 and 4.9.

#### **4. TERM, BREACH, SUSPENSION & TERMINATION**

- 4.1. This Agreement shall commence on the Commencement Date and shall continue for a period of 12 months, subject to earlier termination in accordance with this Agreement. This Agreement shall automatically renew for a further 12 month period unless either party provides the other with written notice, at least 3 months prior to the current expiry date, that they do not intend for this Agreement to renew.
- 4.2. Either party may terminate this Agreement for convenience upon providing 3 months written notice to the other party. If MF has issued a New Fee Notice, and the parties have not mutually agreed upon the Updated Fees, then any such termination shall be in accordance with clause 3.9 and not this clause 4.2, unless Customer is otherwise entitled to terminate this Agreement under clause 4.3.
- 4.3. Either party may terminate this Agreement immediately upon giving written notice to the other party in the event that:
  - (a) the other party is subject to an Insolvency Event;
  - (b) the other party commits a material or persistent breach in the performance or observance of any of the terms of this Agreement which is not rectified within 14 days of written notice or immediately upon notice if, due to its nature, it cannot be remedied;
  - (c) MF fails to obtain any licence or permit necessary for MF to allow it to provide the Services in accordance with this Agreement or any such licence or permit is withdrawn;
  - (d) the party becomes entitled to a right to terminate in accordance with clause 11.2; or
  - (e) Customer is entitled to terminate this Agreement in accordance with clause 3.9.
- 4.4. If Customer fails to pay any undisputed invoices within the payment terms, as stated in clause 3.2, then MF shall have the right to suspend the Services upon the provision of 2 Business Days written notice. A failure to make payment, in accordance with clause 3.2, will only be excluded from this clause where such failure to pay occurs due to event outside of Customer's reasonable control, such as bank error, subject to clause 4.5.
- 4.5. Customer must satisfy MF in writing that such failure was not within the reasonable control of Customer. Customer must also seek to rectify the failure within 3 Business Days of MF notifying Customer of such failure.
- 4.6. Any Services provided after termination or expiry shall continue to be subject to the terms of this Agreement and be charged in accordance with the then current Fees, unless otherwise agreed between the parties, subject to clause 3.10.
- 4.7. Termination or expiry of this Agreement will not affect the rights, liabilities and obligations of either party which shall have accrued under this Agreement as at the date of termination or expiry nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after such termination or expiry.
- 4.8. In the event of the termination or expiry of this Agreement for any reason, MF will, in a timely manner either:
  - (a) deliver all of the Goods in its possession or control to Customer or to any third party which is nominated by Customer; or
  - (b) at Customer's request, allow Customer or such third party to collect such Goods and have reasonable access to MF's premises for this purpose.

The cost of such delivery or collection will be paid for by Customer in accordance with the then current Fees, unless otherwise agreed in writing between the parties, or otherwise met by Customer. The delivery or collection of Goods is subject to full settlement of all outstanding monies owed by Customer to MF and, for the avoidance of doubt, MF shall be entitled to retain any Goods in accordance with clause 7.2.

- 4.9. In the event of the termination or expiry of this Agreement for any reason, MF will provide all reasonable assistance to Customer or a third party nominated by Customer, in relation to the transfer and provision of information, Goods and/or records or any other matter reasonably required by Customer in order to provide for the continuity of Customer's business and its operations after termination of this Agreement.

#### **5. INSURANCE**

- 5.1. It is the responsibility of Customer to insure and keep insured the Goods for the full insurable value of the Goods whilst they are in the custody or control of MF whilst performing the Services. The insurance must cover all risks of loss, including "acts of God" and such other risks as are normally insured against by prudent persons carrying on businesses similar to those carried on by Customer, including Consequential Loss. This policy must waive any rights of subrogation against MF.
- 5.2. MF will arrange a public liability policy of an amount not less than \$20,000,000 to cover any liabilities arising from or incidental to the Services.
- 5.3. MF shall maintain motor vehicle insurance with third party property cover with a minimum of \$10,000,000 cover.
- 5.4. MF undertakes to maintain bailees liability insurance cover and such other insurance cover for risks normally insured against by companies carrying on business(es) similar to that of MF.
- 5.5. MF and Customer shall at all times, whilst this Agreement is in force, keep current the insurance policies as stated in this clause 5.

- 5.6. MF and the Customer will take all required steps to mutually agree and then audit practical warehouse security and stock protection procedures including product loss through possible fire or water damage.

## **6. CLAIM PROCEDURES FOR WAREHOUSE VARIATIONS OR DAMAGES**

- 6.1. MF will notify Customer of any discrepancies or damage to the Goods within 1 Business Day of completion of the Putaway Process. Goods which are damaged will be photographed and entered into the WMS and will be held separately in stock.
- 6.2. Where the Goods are noted as damaged upon receipt, damaged by MF during the Putaway Process or damaged by MF whilst in their custody and control, MF will put the damaged Goods in a dedicated location and record the Goods as damaged in the WMS. This location will be counted and cleared on a regular basis with Customer representative's agreement.
- 6.3. The method of disposal for damaged Goods must be confirmed and agreed to by Customer (unless the damaged Goods pose any risk to person or property). The costs associated with the disposal of any damaged Goods, howsoever caused, shall be paid for by Customer. Under no circumstance may Goods be sold or disposed of by MF without Customer's agreement, other than in accordance with the foregoing, or clause 7.2.
- 6.4. Where MF has picked and dispatched an order and the Consignee advises a discrepancy MF will conduct a cycle count on all affected Goods as soon as possible after notification.
- 6.5. If the physical count reflects the reported discrepancies MF will dispatch replacement Goods to the Consignee immediately with the cost of freight to be borne by MF.
- 6.6. If the Consignee reports surpluses a manual order will be processed for the surplus Goods against the Consignee and be held until such time as the Consignee returns the Goods. Transport for all surplus Goods will be arranged by MF, the cost of which shall be borne by MF. MF will also conduct a cycle count to assure that no other Consignee has incurred a short delivery. In the event of a discrepancy between the Consignee's report and MF's, MF's shall prevail.
- 6.7. Where Product is palletised and dispatched as a pallet, and the Consignee advises that there is a shortage or surplus, MF will investigate the discrepancy per the process outlined in clauses 6.5 to 6.7 above. If the physical inventory matches the data in the WMS, MF will look for any evidence that the pallet has been broken down prior to Transit and therefore possible loss has been incurred.

## **7. TITLE, RISK & LIEN**

- 7.1. Title and risk in the Goods shall remain with Customer at all times. MF shall only be liable for any loss or damage to the Goods as outlined in clause 10.
- 7.2. Customer acknowledges and agrees that MF shall have a general lien and a particular lien on all Goods in their possession for any and all sums due and payable at any time by Customer under this Agreement. MF shall be entitled to sell or dispose of such Goods at the expense of Customer and apply the proceeds in or towards the payment of such sums on 14 days' notice in writing to Customer (**Lien Notice**).
- 7.3. Under no circumstances may MF sell or dispose of the Goods in accordance with clause 7.2 unless:
- (a) Customer fails to make payment in accordance with clause 3.2;
  - (b) MF issues a Lien Notice; and
  - (c) Customer fails to rectify the non-payment by the date stated in the Lien Notice.
- 7.4. MF shall be entitled to recover from the sale proceeds, or seek recovery from Customer as a due debt, the reasonable costs incurred by MF from the sale or disposal of the Goods in accordance with clause 7.2.
- 7.5. For the avoidance of doubt, MF may not exercise any right in accordance with clause 7.2 in respect of amounts which are the subject of a valid Dispute Notice until that dispute is finally determined.

## **8. CONFIDENTIALITY**

- 8.1. The parties undertake that they will not at any time during the term of this Agreement or for a period of 2 years following the termination or expiration of this Agreement, disclose any confidential information in relation to the other party's affairs or business or methods of carrying out their business, except to the extent that such disclosure is:
- (a) required for that party to be able to reasonably fulfil their obligations under this Agreement, including for the avoidance of doubt to its related bodies corporate and their respective, directors, officers, employees, agents and consultants;
  - (b) made by that party to its lawyers, auditors, insurers, accountants or other professional advisors to enable them to reasonably advise or report to that party, provided that the party disclosing the information ensures that the relevant advisor is subject to similar confidentiality obligations; or
  - (c) required by a court of competent jurisdiction, government or regulatory body, or the rules of any securities exchange provided that the party which originally supplied such information is given reasonable written notice in order for them to object to the disclosure or to censor any such confidential information.

## **9. CUSTOMER OBLIGATIONS**

- 9.1. Customer warrants that:
- (a) it will provide any Service Information, within a reasonable time, as required or requested by MF from time to time, in order for MF to satisfy any of their obligations under this Agreement;
  - (b) any Service Information which it provides to MF will be true and correct and will not contain any incorrect, false or misleading statements;
  - (c) if, after providing the Service Information, Customer discovers that it contains incorrect, false or misleading statements then Customer shall immediately notify MF of such statement and shall rectify the Information accordingly;
  - (d) if any of the Goods are subject to the legal control of the Australian Border Force then all customs duty, excise and costs which MF may become, or actually becomes, liable for in respect of such Goods pursuant to any law relating to customs duty or excise shall be immediately paid for by Customer. This shall also include any fine or penalty imposed on MF related to such customs duty or excise;
  - (e) they will, so far as is reasonably practicable, ensure the safety of any Services performed for or on behalf of Customer and that they will meet their obligations under the Heavy Vehicle National Law where Customer acts as a Consignor, Consignee, Loader or Packer of Goods (as those terms are defined in the Heavy Vehicle National Law);
  - (f) it is the owner, or otherwise has the authority of the owner, of the Goods to instruct MF to perform the Services in accordance with this Agreement; and

- (g) at the time Goods are made available for collection by MF, the Goods will comply with the requirement of any applicable law (including, if applicable, the *Australian Code for the Transport of Dangerous Products by Road and Rail* and Part 92 of the *Civil Aviation Safety Regulations 1998* (Cth)) relating to the consigning and packaging of the Goods and the expenses and, other than as provided in this Agreement, charges of MF in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, railway, shipping, customs warehouse or other authority or company shall be paid by Customer.

## 10. LIABILITY & INDEMNITY

- 10.1. Risk in the Goods shall remain with Customer at all times while the Goods are in the possession, custody or control of MF and MF shall only be liable for any loss or damage to the Goods if outlined in this clause 10.
- 10.2. MF is not a common carrier and will accept no liability as such, other than where specified in this Agreement. MF reserves the right to refuse the carriage or transport of products for any person, corporation or company and the carriage or transport of any class of products at its discretion.
- 10.3. Except as otherwise set out in this Agreement, Customer acknowledges and agrees that MF, or any Subcontractor, shall not in any circumstances (except where any statute otherwise requires) be under any liability whatever (whether in contract, tort or otherwise) for any:
- (a) personal injury or property damage caused or contributed to by;
  - (b) loss or damage to; or
  - (c) mis-delivery, delayed delivery or non-delivery of,
- the Goods while performing the Services whether the foregoing is caused, or is alleged to have been caused, by the negligence, wrongful act or omission or default of MF or Subcontractors or by any other cause whatever.
- 10.4. Notwithstanding any other provision of this Agreement to the contrary, MF shall not be liable for any consequential, special, economic, incidental or indirect losses including, but not limited to, loss of production or production stoppage, loss of profit or anticipated profit, loss of revenue or other form of consideration, loss of income or anticipated savings, loss of use, loss of contract or repudiation of contract, loss of data, loss of goodwill or reputation, loss of opportunity, business interruption, holding over or overhead loss, loss of business, loss of future business or for any punitive or exemplary damages suffered by Customer or any third party (**Consequential Loss**) whether arising directly or indirectly from any breach of MF's obligations arising under or in connection with this Agreement or from any cancellation of this Agreement or from any negligence, misrepresentation or other act or omission on the part of MF, Subcontractors, any other party or from any other cause whatsoever.
- 10.5. Except where any statute otherwise requires, Customer shall indemnify MF against any claim, liability, loss, damage, cost or expense, which is incurred by MF whilst performing the Services, to the extent it is caused or contributed to by:
- (a) the inherent nature or improper packaging of the Goods;
  - (b) the negligent act or omission or wilful default by Customer, any Consignee or any other person or entity acting on behalf of Customer; or
  - (c) Customer's breach of a warranty under clause 9.1 or 14.1,
- or which is otherwise necessarily incurred by MF in the proper performance of its obligations under this Agreement.
- 10.6. Notwithstanding clause 10.5, Customer shall indemnify MF against any claim by:
- (a) a Consignee which relates to, or arises out of, lost, damaged, mis-delivered, delivered late or non-delivered Goods; or
  - (b) any third party whether in tort, contract, bailment or otherwise (except personal injury or property claims which are unrelated to the use or condition of the Products),
- notwithstanding that the act, omission or negligence of MF may have caused or contributed to such claim.
- 10.7. Without limiting clause 7.4 or 10.5, Customer indemnifies Mainfreight against all reasonable costs (including mercantile agent fees and solicitor-client legal costs) incurred by Mainfreight which may arise from any and all action taken in relation to any debt recovery arising from this Agreement.
- 10.8. Subject to the legislation as described in clause 10.9 and notwithstanding any other provision of this Agreement to the contrary, any legal proceedings in relation to lost or damaged Goods must be commenced within 9 months of the date that:
- (a) the Goods are delivered to the Consignee;
  - (b) the Goods were intended to be delivered to the Consignee (in relation to claims for lost Goods); or
  - (c) Customer first becomes aware of the lost or damaged Goods,
- whichever occurs first (**Notification Date**). Customer acknowledges and agrees that they shall not be entitled to commence any such claims against MF which are not commenced by the Notification Date.
- 10.9. The liability of MF arising out of any one incident for breach of any right or guarantee Customer may have under Schedule 2 of the *Competition and Consumer Act 2010* (Cth), or comparable legislation in each of the States and Territories of Australia, or howsoever arising is limited to any of the following as determined by the sole discretion of MF to:
- (a) supplying the Services again; or
  - (b) the payment of the cost of supplying the Services again.

## 11. FORCE MAJEURE

- 11.1. If, by reason of a Force Majeure Event, MF cannot meet its obligations under this Agreement then MF shall advise Customer immediately and Customer may, at Customer's discretion and cost, contract with a third party on such terms and conditions as it may agree so as to enable the Services to continue to be provided and:
- (a) MF will allow Customer or such third party (as requested by Customer) access to any Goods within the possession or the control of MF to enable the Services to be provided; and
  - (b) no payment will be payable to MF in respect of the particular Services that MF cannot provide.
- 11.2. If any Force Majeure Event continues for a period of or exceeding 30 calendar days, the non-affected party shall have the right to terminate this Agreement immediately on written notice.
- 11.3. If there is a Force Majeure Event the affected party must use all reasonable diligence to overcome or remove the Force Majeure Event as quickly as possible.

## 12. DISPUTE RESOLUTION

- 12.1. If any dispute arises in connection with this Agreement, the party requiring it to be resolved must promptly give the other party written notice identifying, and giving sufficient details of, the dispute (**Dispute Notice**).

- 12.2. Within 10 Business Days of a party receiving a Dispute Notice, or such longer period mutually agreed between the parties, the relevant managers of the parties must meet and, in good faith, attempt to resolve the dispute by negotiation.
- 12.3. In the event that the parties' managers are unable to reach a resolution of the dispute by negotiation within 5 Business Days of meeting, then within a further 10 Business Days the parties must escalate the dispute to a suitable manager that has the power to bind that party to a decision and they must meet and, in good faith, attempt to resolve the dispute by negotiation.
- 12.4. Neither party shall be entitled to commence any proceedings in a court of competent jurisdiction unless the procedures in clause 12.1 to 12.3 (**ADR Process**) have been followed, subject to clause 12.5 and 12.6.
- 12.5. If one party refuses to participate in the ADR Process then the compliant party may commence proceedings in a court of competent jurisdiction.
- 12.6. Nothing in this clause shall prevent either party from seeking urgent injunctive or interlocutory relief from a court of competent jurisdiction where failure to obtain such relief would cause irreparable damage to the party concerned.
- 12.7. For the avoidance of doubt, the parties must continue to perform their obligations in accordance with this Agreement whilst the ADR Process is occurring, except to the extent that the issue in dispute relates to such obligation if it is not possible to do so.

### **13. CHAIN OF RESPONSIBILITY**

- 13.1. MF shall not comply with any direction or instruction provided by Customer that might:
  - (a) have the effect of contributing to a breach of;
  - (b) prevent MF from taking all steps that are reasonably necessary to prevent a breach of; or
  - (c) prevent MF from complying with its obligations under, the Heavy Vehicle National Law.
- 13.2. In the event that Customer is in breach, or their act or omission may result in a breach, of the Heavy Vehicle National Law, then MF may refuse to comply with a Customer direction or instruction or suspend the provision of the Services.

### **14. MODERN SLAVERY**

- 14.1. Customer warrants that:
  - (a) they operate and will continue to operate in compliance with the *Modern Slavery Act 2018* (Cth) ("**the Act**");
  - (b) neither Customer or (to the best of the Customer's actual knowledge) any of Customer's officers, employees, directors or contractors, has anywhere in the world been charged with any offence relating to Modern Slavery;
  - (c) they will promptly comply with all reasonable requests from MF for information in relation to Customer's compliance with this clause 14 or to assist Mainfreight to comply with Mainfreight's obligations under the Act.

### **15. GENERAL**

- 15.1. This Agreement shall be governed in accordance with the laws of Victoria, Australia. Any proceeding which arises out of, or is in relation to, this Agreement must be brought in Victoria and not elsewhere.
- 15.2. Any condition, warranty, term or consumer guarantee implied by law, general law or custom which may be excluded by this Agreement, is expressly excluded from this Agreement. The foregoing shall not apply where such exclusion would contravene any law or cause this clause 13.2 to be void.
- 15.3. If one or more provisions of this Agreement shall be invalid or unenforceable the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be severed from this Agreement.
- 15.4. The parties acknowledge and agree that this Agreement shall be the entire agreement between the parties in relation to the Services and that this Agreement shall prevail over any standard terms and conditions, consignment note, document or statement (whether verbal or otherwise) provided by a party. Any previous agreements, representations, conditions, warranties, understandings and negotiations in relation to the Services cease to have any effect.
- 15.5. Any notice required to be provided under this Agreement must be in writing and sent to the registered address of that party or such other address as may be provided by either party to the other from time to time.