



**Primo Building Services**  
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## **PRIMO BUILDING SERVICES TERMS AND CONDITIONS OF TRADE**

The Terms and Conditions of Trade (**Terms and Conditions**) specified and set out below provide guidance on how Primo Building Services Pty Ltd and its associated organisations transact its (their) business(es). They govern Primo Building Services Pty Ltd (and associates) business relationships and should be read carefully as they are incorporated into all contracts and/or agreements for the supply of goods and/or services to customers/buyers.

These terms supersede any previous terms and conditions of trade applying between Primo and the Buyer (however communicated).

These terms and conditions prevail over any Buyer's terms of trade so that any sale by Primo is on these terms and conditions only.

Primo may change these terms and conditions at its own discretion and such amended terms and conditions will be either posted on Primo's website or provided in writing to the Buyer and will apply to all goods and/or services ordered by the Buyer from the date of such notice.

These terms and conditions will be enforced to the fullest extent permitted by applicable Law. If anything in these terms and conditions is unenforceable, illegal or void then it is severed and the rest of these terms and conditions remains in force

### **1. Definitions**

- 1.1 "Primo" means Primo Building Services Pty Ltd (ABN 25 116 589 877), its directly associated organisations (Primo Insulation Pty Ltd - ABN 42 616 324 979 & Primo Commercial Pty Ltd – ABN 12 616 328 468), its successors and assigns or any person acting on behalf of and with the authority of Primo.
- 1.2 Person includes a corporation, association, firm, company, partnership or individual.
- 1.3 "Buyer" means the purchaser (person or company) buying the goods and/or services from Primo.
- 1.4 "Managers" are Primo and the Buyer appointed decision makers.
- 1.5 "Goods and/or services" mean the products and/or services purchased by the Buyer, and supplied by Primo to the Buyer at the Buyer request (where the context so permits, the terms 'goods' or 'services' shall be interchangeable for one other) as specified in any quotation, contract, invoice, document or order, and if there is more than one Buyer is a reference to each Buyer jointly and severally.
- 1.6 "Price" means the amount of money expected by Primo as payment for the supplying of goods and/or services to the Buyer (plus any GST where applicable) for the goods (services) as agreed between Primo and the Buyer in accordance with clause 7 below.
- 1.7 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).
- 1.8 "Quotation" means the formal statement that Primo sets up which stipulates formally the estimated cost (plus taxes as applicable) for a particular: product, goods, job and/or service required by the Buyer, and requested by the Buyer from Primo.
- 1.9 "Order" constitutes both: a) the acceptance of the quotation and b) the offer to purchase the goods/services by the Buyer, which are always framed by and subjected to these Terms and Conditions.
- 1.10 Contract means the agreement between Primo and the Buyer for the purchase and/or supply of goods and/or services.

- 1.11 Date of the contract means where the agreement arises from a quotation/order given or a service provided by Primo and/or through Primo
- The date of acceptance of the order by Primo, or
  - Where the contract arises from a quotation given by Primo, the date upon written notification of acceptance of the quotation is received by Primo.
- 1.12 Guarantor means that person, persons, or entity who agree to be liable for the debt of the Buyer, on a principal debtor basis.

## **2. Quotation**

- 2.1 The Buyer may request a quotation from Primo setting out the price and characteristics of the goods/services to be supplied. If the Buyer consider the quotation acceptable, the Buyer may place an order.
- 2.2 Quotations issued by Primo are open for the Buyer to whom the quotation is addressed to place an order within 30 days from the date of quotation (unless a shorter or longer period is expressly provided for the quotation, or if the quotation is withdrawn by Primo).
- 2.3 The issue of a quotation and/or publications of prices by Primo do not constitute offers to supply, and are subjected to changes in the costs of labour, materials, production, transport, duties, exchange rate fluctuations, and other increases in the costs to Primo of supplying the goods/services, as well as any errors by Primo in listing, determining and/or calculating the prices.
- 2.4 Quotations (and orders placed/accepted in writing by the Buyer) are based on the information and details supplied by the Buyer to Primo. Where exact specifications of the scope, nature or extend of the work are not available to Primo at the time of providing a quotation, such quotations are estimates only.
- 2.5 In the event the costs to Primo of supplying goods and/or services or the scope, nature of extent of the work required to be undertaken by Primo to supply the goods or provide the services change or the Buyer requests any variations to be made (which may be consented by Primo in writing), the Buyer will be responsible for, and pay for all extra costs and charges associated with such charges.

## **3. Order**

- 3.1 An order for goods/services constitutes an offer to purchase the goods/services by the Buyer from Primo subject to these terms and conditions.
- 3.2 Orders accepted by Primo may not be cancelled and/or altered in whole or in part without Primo written consent.
- 3.3 Primo may at its absolute discretion decline any order either in whole or in part.
- 3.4 Primo reserves the right to specify the minimum order value that will be accepted from time to time. Primo may at Primo's absolute discretion, supply orders below the specified minimum order value and charge a handling fee, as determined by Primo, on all such orders.
- 3.5 In placing an order the Buyer expressly represents that the Buyer:
- Is solvent, and
  - Has not committed an act of bankruptcy, and
  - Knows of no circumstances which will entitle any creditor or secured creditor to appoint a receiver or which would entitle any creditor or shareholder to apply to the Court to liquidate Primo or exercise any other rights over and against the Buyer's assets.
- 3.6 Order's cancellation and/or returns by the Buyer will incurred a 25% charge due to administration and supplier's charges.

### **3A. Special Orders**

Orders for specially ordered, made and/or customised goods/services cannot be cancelled, deferred or varied by the Buyer without the prior written consent of Primo.

The Buyer acknowledges and agrees that Primo may require full or part payment from the Buyer at the time of placing the special order, prior to everything related with production, design and/or delivery.

In the event the scope, nature or extend of the work required to be undertaken by Primo to provide the good/services change (including without limitation, as a result of the Buyer not providing required specifications or any other information prescribed and/or within the required time frame, requesting special freight, provision of mock-up (prototype) of goods, ordering special materials, etc.), the Buyer will be fully responsible for and pay for all extra costs and charges associated with the changes.

Primo shall be entitled to increase the price for specially ordered, made and/or customised goods/services if there is an increase in the cost to Primo of supplying the goods/services due to changes in the cost of labour, materials, production, transport, duty, exchange rate fluctuations or other increments in the cost to Primo of supplying the goods/services to the Buyer.

In the event the Buyer provides Primo with special specifications for the supply of goods/services by Primo, the Buyer warrants to Primo that the specifications and any goods/services supplied by Primo based on the said specifications will comply with the applicable Laws related to the supply of such goods/services and not infringe the trademarks, copyrights, patents, designs and/or intellectual property rights or any other rights of any other third party, and the Buyer shall indemnify and keep Primo fully indemnified from and against any and all suits, actions, claims, demands, losses, liabilities, damages, costs, and expenses which may be made or brought against or suffered or incurred by Primo arising out or in connection in any way with the use by Primo of the said specifications and/or the manufacture and/or supply of goods/services based on the said specifications requested specially by the Buyer to Primo.

#### **4. Acceptance**

If any instruction is received by Primo from the Buyer for the supply of goods and/or services, it shall constitute acceptance of the terms and conditions contain herein. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding and can only be amended with the written consent of Primo.

- 4.1 The Buyer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Buyer places an order for or accepts delivery of the goods and/or services.
- 4.2 These terms and conditions shall prevail to the extent of any inconsistency with any other document or agreement between the Buyer and Primo.
- 4.3 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 (New South Wales), Section 9 of the Electronic Transactions Act 2001 (Australian Capital Territory), Section 9 of the Electronic Transactions Act 2000 (South Australia), Section 9 of the Electronic Transactions (Victoria) Act 2000, Section 14 of the Electronic Transactions (Queensland) Act 2001, or any other applicable provisions of that Act or any Regulations referred to in that Act.

#### **5. Authorised Representatives**

- 5.1 Unless otherwise limited as per clause 5.2 the Buyer agrees that should the Buyer introduce any third party to Primo as the Buyer's duly authorised representative, that once introduced that person shall have the full authority of the Buyer to order any Goods or Services on the Bayer's behalf and/or to request any variation to the Services on the Buyer's behalf (such authority to continue until all requested goods/services have been completed or the Buyer otherwise notifies Primo in writing that said that such person is no longer the Buyer's duly authorised representative).
- 5.2 In the event that the Buyer's duly authorised representative as per clause 5.1 is to have only limited authority to act on the Buyer's behalf, then the Buyer must specifically and clearly advise Primo in writing of the parameters of the limited authority granted to their representative.
- 5.3 The Buyer specifically acknowledges and accepts that they will be solely liable to Primo for all additional costs incurred by Primo (including Primo's profit margin) in providing any goods, services and/or variation/s requested by the Buyer's duly authorised representative (subject always to the limitations imposed under clause 5.2 (if any)).

#### **6. Change in Control**

- 6.1 The Buyer shall give Primo not less than fourteen (14) days prior written notice of any proposed change of ownership of the Buyer and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's name, address, contact phone or fax number/s, or business practice). The Buyer shall be liable for any loss incurred by Primo as a result of the Buyer's failure to comply with this clause.

## 7. Price and Payment

- 7.1 At Primo's sole discretion, the Price shall be either:
- as indicated on any invoice provided by Primo to the Buyer; or
  - the Price as at the date of delivery of the goods/services according to Primo's current price list; or
  - Primo's quoted price (subject to clauses 7.2 and **Error! Reference source not found.**) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 7.2 Primo reserves the right to change the price if a variation to Primo's quotation is requested. Any variation from the plan of scheduled services or specifications (including, but not limited to, any variation as a result of additional services required due to unforeseen circumstances such as availability or supply of stock, or as a result of any increase to Primo in the cost of materials and labour) will be charged for on the basis of Primo's quotation and will be shown as variations on the invoice. The Buyer shall be required to respond to any variation submitted by Primo within ten (10) working days. Failure to do so will entitle Primo to add the cost of the variation to the Price. Payment for all variations must be made in full at their time of completion.
- 7.3 At Primo's sole discretion, a non-refundable deposit may be required.
- 7.4 Time for payment for the goods/services being of the essence, the Price will be payable by the Buyer on the date/s determined by Primo, which may be:
- on delivery of the goods;
  - on completion of the services;
  - by way of progress payments in accordance with Primo's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any goods delivered to the site but not yet installed; or
  - thirty (30) days following the day in which a statement is posted to the Buyer's address or address for notices;
  - the date specified on any invoice or other form as being the date for payment; or
  - failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Customer by Primo.
- 7.5 The Buyer shall not be entitled to set off against, or deduct from the price, any sums owed or claimed to be owed to the Buyer by Primo nor to withhold payment of any invoice because part of that invoice is in dispute.
- 7.6 Unless otherwise stated the price does not include GST. In addition to the price the Buyer must pay to Primo an amount equal to any GST Primo must pay for any supply by Primo under this or any other agreement for the sale of the goods/services. The Buyer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Buyer pays the price. In addition, the Buyer must pay any other taxes and duties that may be applicable in addition to the price except where they are expressly included in the price.
- 7.7 Furthermore, time for payment for the goods/services shall be of the essence and will be stated on the invoice, quotation, tender documents, work authorisation form or any other work commencement forms.
- 7.8 If no time is stated, then payment shall be due on delivery of any goods/services.
- 7.9 The Buyer agrees that the cost/price shall be determined by Primo, and shall take into consideration "one-off" costs such as design and/or production.
- 7.10 Primo reserves the right to implement a surcharge for alterations to specifications of goods/services after the order has been placed.
- 7.11 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Buyer and Primo.
- 7.12 Subject to any provisions to the contrary in the contract, late payment shall incur interest at a monthly rate of 1.5% (for full month and/or fraction). This shall be payable on any moneys outstanding under the contract from the date payment was due until the date payment was received by Primo, but without prejudice to Primo's other rights and/or remedies in respect of the Buyer's default in failing to make payment on the due date. These rights may include recovery of debt collection fees.
- 7.13 Without prejudice to any other remedies Primo may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), Primo may suspend or terminate the supply of goods/services to the Buyer and any of its other obligations under the terms and conditions. Primo will not be liable to the Buyer for any lost and/or damage the Buyer suffers because Primo exercises its rights under this clause.
- 7.14 In the event that:
- any money payable to Primo becomes overdue, or in Primo's opinion the Buyer will be unable to meet its payment as they fall due; or
  - the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefits of its creditors; or

- c. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any assets of the Buyer, then without prejudice of Primo's other remedies at Law
  - d. Primo shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to Primo shall, whether or not due for payment, immediately become payable
- 7.15 Primo offers a 1.5% discount for payments received within 14 calendar days from the date of its invoices.
- 7.16 Where credit facilities have been approved by Primo, payments for goods/services shall be due and payable by the Buyer on or before Thirty (30) days after the invoice's date of issue
- 7.17 When Supplier Credit is approved by Primo to the Buyer, the application of these terms and conditions apply from the moment of the establishment, operation and use of the Buyer's credit account with Primo, acceptance of which is evidenced by the Buyer's execution of the Credit Account Application Form with Primo. In that case:
- a. By submitting a credit application, the Buyer authorises Primo to carry out any credit checks with third parties as Primo may require. The Buyer authorises Primo to make any enquiries and to use, exchange or disclose any information which is disclosed in the application or is obtained by Primo from any third party from or to any other credit provider or credit reporting agency: a) Concerning the Buyer's credit worthiness; and b) for the purpose of providing or obtaining a reference.
  - b. The applicant (Buyer) warrants that the information provided in the application is accurate, correct and complete and is supplied for the purposes of obtaining credit with Primo.
  - c. The person/s signing the application warrants that he/she is duly authorised by the applicant to apply for credit and execute the application on their behalf.
  - d. The applicant agrees that it is not entitled to any credit facilities until it receives notice in writing from Primo, stating that credit facilities have been given and confirming the terms and conditions upon which such credit facilities are given. Until the applicant receives such notice, any products and/or services that are supplied by Primo to the Applicant will be on the basis of payment up front.
  - e. In the event of Primo granting credit facilities to the applicant then:
    - All accounts are to be settled in full within the agreed trading terms noted on the Primo's statement and/or invoice. Credit facilities may only continue if payment is maintained in accordance with those agreed trading terms.
    - Should the applicant default in making any payment in accordance with the agreed trading terms, then all monies owing to Primo shall immediately become due and payable. Primo shall be entitled to charge interest at the rate of 1.5% per calendar month or fraction on all overdue amounts from the date due for payment until the date of actual payment.
    - Any reasonable expense and/or costs or disbursements incurred by Primo in recovering any outstanding monies including debt Collection agency fees and legal costs shall be paid by the applicant.
    - It is expressly understood and agreed that the credit arrangement may be terminated at any time by Primo. In that event, all monies owing to Primo will be immediately due and payable.
    - Primo may at any stage during the continuance of the credit arrangement impose as a condition precedent to the grant of further credit that the applicant give such security or additional security or information as Primo shall in its discretion think fit and in a form acceptable to Primo. Primo shall be entitled to withhold supply of goods/services or further credit until such security or additional security is obtained.

## **7A. Goods and Services Tax ('GST')**

All prices will be quoted exclusive of GST. However, all goods/services will be sold on a 'plus GST (if any)' basis. Invoices will be issued in the Primo's prescribed form, and following the stipulation set out by Section 195-1 of the **GST Act** and the related imposition Acts of the Commonwealth (**the GST Law**).

Any discussions or other terms agreed between the Buyer and Primo will be calculated on and applied to the purchase price exclusive of GST.

Payments for GST:

- a. If GST is imposed on any supply made by Primo to the Buyer pursuant to these terms and conditions (the GST amount), the Buyer must pay the GST amount to Primo, in addition to the amount payable, and non-cash consideration provided for that supply (without any deductions and/or set-off) by the Buyer under any other clause of these terms and conditions.

- b. Any GST amount payable is payable upon demand by Primo whether such demand is by means of any income or otherwise.
- c. If any part of the purchase price is referable to both a Taxable Supply (as defined in the GST Law) and anything that is not a Taxable Supply, the apportionment of the purchase price between those supplies shall be determined by Primo, and GST applied accordingly.
- d. If Primo determines on reasonable grounds that an adjustment is required to the purchase price, it will promptly issue any "Adjustment Note" that are prescribed by the GST Law.

## **8. Delivery of Goods, Provision of Services and Access**

- 8.1 Delivery of the goods/services is taken to occur at the time that:
  - a. the Buyer or the Buyer's nominated carrier takes possession of the goods at Primo's address; or
  - b. Primo (or Primo's nominated carrier) delivers the goods/services to the Buyer's nominated address even if the Buyer is not present at the address.
- 8.2 Supply of goods/services by Primo to the Buyer shall (unless other terms of supply have been agreed and accepted by Primo in writing on an order by order basis) be Ex-Works (Primo's premises)
- 8.3 If (where applicable) the Buyer has not made or notify Primo of arrangements for delivery, the Buyer thereby authorises and requests Primo to nominate a carrier to take delivery of the goods from Primo on behalf and at the risk of the Buyer for carriage to the Buyer's or as the Buyer directs. Arrangements for insurance of the goods are the responsibility of the Buyer. Where Primo nominates a carrier on behalf of the Buyer, all freight and all other carriage charges will be billed to the Buyer.
- 8.4 Signature of any delivery note by any agent, employee or representative of the Buyer (or where delivery is to the Buyer's carrier, by such carrier or its agent) shall be conclusive proof of delivery.
- 8.5 At Primo's sole discretion, the cost of delivery is in addition to the price.
- 8.6 Any time specified by Primo for delivery of the goods/services is an estimate only. The Buyer must take delivery by receipt or collection of the goods/services whenever they are tendered for delivery. Primo will not be liable for any loss or damage incurred by the Buyer as a result of delivery being late. In the event that the Buyer is unable to take delivery of the goods/services as arranged, Primo shall be entitled to charge a reasonable fee for handling, redelivery and/or storage.
- 8.7 Whilst Primo endeavours to effect deliveries or execute orders by the requested or estimated date, Primo shall not be liable for any loss or damage whatsoever (including without limitation, special or consequential loss or damage) caused directly or indirectly by an early delivery or delay or failure to deliver. Primo reserves the right to make delivery in instalments and to invoice each instalment as a separate order.
- 8.8 Installation and fitting of goods by Primo is not included unless otherwise specifically indicated by Primo in writing. To the maximum extent permitted by Law, Primo takes no responsibility for the installation and/or fitting of goods other than goods which are installed/supplied and/or fitted directly by Primo.
- 8.9 To the maximum extent permitted by Law, Primo shall not be responsible and/or liable for any liability, whether in contract or otherwise, for any injury, damage or loss whatsoever arising in a way in connection with the improper installation or fitting of goods and/or materials directly done by the Buyer or any other third party acting on behalf of the Buyer.  
Specifically, but not exclusive to installation:
- 8.10 Subject to clause 8.11 it is Primo's responsibility to ensure that the services start as soon as it is reasonably possible.
- 8.11 The services' commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that Primo claims an extension of time (by giving the Buyer written notice) where completion is delayed by an event beyond Primo's control, including but not limited to any failure by the Buyer to:
  - a. make a selection; or
  - b. have the site ready for the Services; or
  - c. notify Primo that the site is ready.
- 8.12 Any time specified by Primo for delivery of the services is an estimate only and Primo will not be liable for any loss or damage incurred by the Buyer as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the services to be supplied at the time and place as was arranged between both parties. In the event that Primo is unable to supply the Services as agreed solely due to any action or inaction of the Customer, then Primo shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date, and/or for storage of the Goods.
- 8.13 The Buyer shall ensure that Primo has clear and free access to the work site at all times to enable them to undertake/supply the services/goods. Primo shall not be liable for any loss or damage to the site (including, without

limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Primo.

8.14 It is the responsibility of the Buyer to ensure that access is suitable to accept the weight of laden trucks and unloading or other equipment as may be deemed necessary by Primo

## **9. Risk**

9.1 Risk of damage to or loss of the goods/services passes to the Buyer on Delivery and the Buyer must insure the goods/services on or before delivery.

9.2 If any of the goods are damaged or destroyed following delivery but prior to ownership passing to the Buyer, Primo is entitled to receive all insurance proceeds payable for the goods. The production of these terms and conditions by Primo is sufficient evidence of Primo's rights to receive the insurance proceeds without the need for any person dealing with Primo to make further enquiries.

9.3 If the Buyer requests Primo to leave goods outside Primo's premises for collection or to deliver the goods to an unattended location, then such goods shall be left at the Buyer's sole risk.

9.4 The Buyer acknowledges that goods supplied may exhibit variations in shade, colour, texture, surface and finish, and may fade or change colour over time. Primo will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.

9.5 In the event that any third party selects goods outside of the product range specified by the Buyer then Primo shall immediately notify the Buyer of any increased costs that will be applicable to the supply of such goods. Primo shall be under no obligation to supply the goods selected until the Buyer has confirmed that they shall be liable for all additional costs incurred as a result of that third parties selections or Primo has been paid for the goods in full. Primo shall accept no liability for delays or loss incurred by any party howsoever arising out of the provisions of this clause.

9.6 Primo may cancel or suspend delivery of any ordered good/service in the event of any delay or non-performance due directly or indirectly to wars, terrorism, strikes, lockouts, delays or defaults of manufacturers and/or suppliers, act of God, or any other cause beyond Primo's reasonable control.

9.7 Therefore, Primo shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from;

- a. any errors in or omissions from the goods/services available or not included therein
- b. the unavailability or interruption to the supply or any features thereof any of the goods/services
- c. Buyer's use and/or misuse of the goods/services
- d. the contents of the goods/services
- e. any delay or failure in performance beyond the reasonable control of Primo
- f. any negligence of Primo in connection with the performance of Primo's obligations

Specifically, but not exclusive of installation:

9.8 Primo shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Buyer. The Buyer acknowledges and agrees that in the event that any of this information provided by the Buyer is inaccurate, Primo accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.

9.9 The Buyer acknowledges that in the event asbestos or any other toxic substances are discovered at the worksite that it is their responsibility to ensure the safe removal of the same. The Buyer further agrees to indemnify Primo against any costs incurred by Primo as a consequence of such discovery. Under no circumstances will Primo handle removal of asbestos product.

9.10 Where Primo is required to install the goods, the Buyer warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and Primo shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising should the premises or equipment be unable to accommodate the installation.

9.11 Where the Buyer has supplied materials/goods for Primo to complete the services, the Buyer acknowledges and accepts full responsibility for the suitability of purpose, quality and any faults inherent in the materials. Primo shall not be responsible for any defects in the services, any loss or damage to the services (or any part thereof), howsoever arising from and/or as a consequence of the use of materials/goods supplied by the Buyer.

9.12 Timber is a natural product and as such may exhibit variations in texture, shade, colour, surface, finish, markings, veining, and contain natural fissures, occlusions, and indentations. Whilst Primo will make every effort to match sales

samples to the finished goods; Primo accepts no liability whatsoever where such samples differ to the finished goods supplied.

9.13 Timber is a hygroscopic material subject to expansion and contraction, therefore Primo will accept no responsibility for gaps that may appear in the flooring during prolonged dry periods.

9.14 The Buyer acknowledges that Goods supplied may:

- a. fade or change colour over time; and
- b. expand, contract or distort as a result of exposure to heat, cold, weather; and
- c. mark or stain if exposed to certain substances; and
- d. be damaged or disfigured by impact or scratching.

Any advice, recommendation, information, assistance or service provided by Primo in relation to goods supplied is given in good faith, is based on Primo's own knowledge and experience and shall be accepted without liability on the part of Primo and it shall be the responsibility of the Buyer to confirm the accuracy and reliability of the same in light of the use to which the Buyer makes or intends to make of the goods

9.15 When working at heights, it is the intention of Primo and agreed by the Buyer that it is the responsibility of the Buyer to provide and have erected scaffolding to enable the Services to be undertaken (where in Primo's opinion it is deemed necessary). It is also agreed that all scaffolding erected will comply with industry safety standards and that any person erecting the scaffolding shall be suitably qualified to ensure its safe and proper erection and where necessary shall hold a current certificate of competency and/or be fully license. The Buyer is fully liable and responsible in the event of the arising of any issues related with safety and/or third-party liability regarding this matter.

9.16 In order to comply with the Australian WH&S regulations, the Buyer agrees to remove any furniture, furnishings or personal goods from the vicinity of the areas where the goods/services are scheduled to be supplied by Primo, and agrees that Primo shall not be liable for any damage caused to those items through the Buyer's failure to comply with this clause.

9.17 Primo is not responsible for the removal of rubbish from or clean-up of the building/constructions site/s. This is the responsibility of the Buyer and/or the Buyer's agent and/or delegate.

The Buyer will supply temporary lighting, toilet, eating and first aid facilities, as well a secured and lockable area specially designated for Primo to use it as subsidiary storage if required, and exclusively controlled by Primo.

9.18 When the agreement with the Buyer involves underground work, Prior to Primo commencing any work the Buyer must advise Primo of the precise location of all underground services on the site, clearly mark the same, and take all the mandatory safety provisions prescribed by the Australian Law regarding this matter.

9.19 As part of the underground mains & services the Buyer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.

9.20 Whilst Primo will take all care to avoid damage to any underground services, the Buyer agrees to indemnify Primo in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 9.19.

## **10. Specifications**

10.1 Primo's policy is one of continuous development, and Primo therefore reserves the right to improve, change, alter or discontinue specifications without previous notice.

10.2 The Buyer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Primo's or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Buyer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by Primo.

10.3 The Buyer shall be responsible for ensuring that the goods/services ordered are suitable for their intended use.

10.4 All illustrations and samples are intended as approximate representations only and are not binding in detail in regard to finishes, colour, shade, material, design and other specifications.

10.5 To the maximum extent permitted by the Law, Primo accepts no liability whatsoever for any loss or damage (including without limitation, consequential loss or damage), directly or indirectly arising out of or in connection with the same.

## **11. Title and Ownership**



- 11.1 Primo and the Buyer agree that ownership of the goods/services shall not pass until:
- a. the Buyer has paid Primo all amounts owing to Primo; and
  - b. the Buyer has met all of its other obligations to Primo.
- 11.2 Receipt by Primo of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 11.3 It is further agreed that, until ownership of the goods/services passes to the Buyer in accordance with clause 0:
- (a) the Buyer is only a bailee of the goods/services and must return the goods/services to Primo on request.
  - (b) the Buyer holds the benefit of the Buyer's insurance of the goods/ on trust for Primo and must pay to Primo the proceeds of any insurance in the event of the goods being lost, damaged or destroyed.
  - (c) the Buyer must not sell, dispose, or otherwise part with possession of the goods other than in the ordinary course of business and for market value. If the Buyer sells, disposes or parts with possession of the goods then the Buyer must hold the proceeds of any such act on trust for Primo and must pay or deliver the proceeds to Primo on demand.
  - (d) the Buyer should not convert or process the goods or intermix them with other good; but if the Buyer does so then the Buyer holds the resulting product on trust for the benefit of Primo and must sell, dispose of or return the resulting product to Primo as it so directs.
  - (e) the Buyer irrevocably authorises Primo to enter any premises where Primo believes the goods are kept and recover possession of the goods.
  - (f) Primo may recover possession of any goods in transit whether or not delivery has occurred.
  - (g) the Buyer shall not charge or grant an encumbrance over the goods nor grant nor otherwise give away any interest in the goods while they remain the property of Primo.
  - (h) Primo may commence proceedings to recover the price of the goods sold notwithstanding that ownership of the goods has not passed to the Buyer.

## 12. Security and Charge

- 12.1 In consideration of Primo agreeing to supply the goods/services, the Buyer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Buyer either now or in the future, to secure the performance by the Buyer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 12.2 The Buyer indemnifies Primo from and against all Primo's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Primo's rights under this clause.
- 12.3 The Buyer irrevocably appoints Primo and each director of Primo as the Buyer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 0 including, but not limited to, signing any document on the Buyer's behalf.

## 13. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 13.1 This clause is to be read together with any benefits that Primo may provide under Australian Law.
- 13.2 The goods/services are guaranteed against defects in material and/or workmanship subject to fair and proper usage.
- 13.3 The Buyer is not authorised to issue replacements to its customers (if applicable) for Primo's products without prior written approval from Primo.
- 13.4 The Buyer shall immediately notify Primo in writing of any defects in the goods/services supplied. The maximum time period Primo gives the Buyer for the inspection of the goods/services is seven (7) days. The notification to Primo shall include evidence of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Buyer must notify any other alleged defect in the goods as soon as reasonably possible after any such defect becomes evident on and/or within a maximum period of seven (7) days. Upon such notification, the Buyer must allow Primo to inspect the goods.
- 13.5 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 13.6 Primo acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 13.7 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Primo makes no warranties or other representations under these terms and conditions including but not limited to the quality or

suitability of the goods/services. Primo's liability in respect of these warranties is limited to the fullest extent permitted by Law.

- 13.8 The Buyer is a consumer within the meaning of the CCA, Primo's liability is limited to the extent permitted by section 64A of Schedule 2.
- 13.9 If Primo is required to replace the goods under this clause or the CCA, but is unable to do so, Primo may refund any money the Buyer has paid for the Goods.
- 13.10 If the Buyer is not a consumer within the meaning of the CCA, Primo's liability for any defect or damage in the goods/services is:
  - a. limited to the value of any express warranty or warranty card provided to the Buyer by Primo at Primo's sole discretion;
  - b. limited to any warranty to which Primo is entitled, if Primo did not manufacture the goods and/or supply directly the services;
  - c. otherwise negated absolutely.
- 13.11 Subject to this clause 0, returns will only be accepted provided that:
  - a. the Buyer has complied with the provisions of clause 13.4; and
  - b. Primo has agreed that the goods/services are defective; and
  - c. the goods are returned within a reasonable time at the Buyer's cost; and
  - d. the goods are returned in as close a condition to that in which they were delivered as is possible.
- 13.12 Notwithstanding clauses 0 to 13.11, but subject to the CCA, Primo shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
  - a. the Buyer failing to properly maintain or store any goods;
  - b. the Buyer using the goods for any purpose other than that for which they were designed;
  - c. the Buyer continuing the use of any goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
  - d. the Buyer failing to follow any instructions or guidelines provided by Primo;
  - e. fair wear and tear, any accident, or act of God.
- 13.13 Primo may in its absolute discretion accept non-defective goods for return in which case Primo may require the Buyer to pay handling fees of up to twenty percent (20%) of the value of the returned goods plus any freight costs.
- 13.14 Notwithstanding anything contained in this clause if Primo is required by a Law to accept a return then Primo will only accept a return on the conditions imposed by that Law.
- 13.15 As clause 13.6 states, nothing in these terms and conditions purports to modify or exclude the conditions, warranties, guarantees and undertakings, and other legal rights under the Australian Consumer Law and other Australian Laws which cannot be modified and/or excluded. Except as expressly set out in these terms and conditions and as required by the Australian Consumer Law, Primo makes no warranties or other representations to the Buyer. Primo's liability in respect of these warranties, representations, undertakings and guarantees is limited to the fullest extent permitted by the Law. Any warranties made by Primo to the ultimate buyer of the goods/services is solely for the benefit of the Buyer. No buyer purchasing goods/services for resale shall be entitled to bring claims under any such warranties.
- 13.6 Without limiting the above clauses:
  - a. Primo's goods/services come with guarantees that cannot be excluded under the Australian Consumer Law. A Consumer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. A Consumer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
  - b. To the extent permitted by statute, the liability, if any, of Primo arising from the breach of any implied conditions or warranties, or failure to comply with a statutory guarantee under the Australian Consumer Law, in relation to the supply of goods, shall at Primo's option be limited to:
    - the replacement of the goods or resupply of the goods, or the cost of replacement or resupply of the goods;
    - refund of the purchase price; or
    - the repair of the goods, or the cost of repair of the goods.
- 13.7 Primo shall not in any circumstances be liable to the Buyer under or in connection with these terms and conditions, or in negligence or any other tort or otherwise howsoever, as a result of any act or omission in the course of or in connection with the performance of these terms and conditions, for or in respect of any excluded loss.
- 13.8 Unless otherwise specified, this warranty does not cover:
  - Modified, abused, neglected, accidentally damaged or excessively worn goods, or goods that have become damaged or defective as a result of improper use;
  - Repairs attempted or made by the Buyer, a Consumer or a third party;
  - Conditions or malfunctions caused by the reasonable effects of fair wear and tear or the malfunction of normally wearing parts;

- Products that are not distributed by Primo through an authorised distributor or reseller.
- 13.9 Unless otherwise specified, the process for making a warranty claim as a Consumer is as follows:
- Any good subject to a warranty claim should be returned to the place of purchase for assessment by an authorised distributor or Primo's representative. The Consumer is responsible for returning the Good to the place of purchase unless the cost of returning, removing or transporting the product is significant, in which case the Consumer should contact Primo that will provide all the documentation required by the Customer's insurer.
  - The Consumer must present proof of purchase when making a warranty claim.
  - The claim under a warranty (the Consumer may have additional rights under the Australian Consumer Law) will be assessed by Primo, authorised distributor or representative on the basis of their product knowledge and reasonable judgment, and will be accepted if:
    - a relevant defect is found; and
    - the warranty claim is made during the relevant warranty period.
  - Upon acceptance of a claim under a warranty, Primo will arrange a replacement product/goods/services or arrange for the repair free of charge.
  - Any warranty related enquiries or claims should be directed to:  
Primo Building Services Pty Ltd  
3/218 Gladstone Street  
Fyshwick, ACT 2609  
Customer service: 02 6239 3311  
sales@primobuilding.com.au

#### **14. Intellectual Property**

- 14.1 Where Primo has designed, drawn or developed goods for the Buyer, then the copyright in any designs and drawings and documents shall remain the property of Primo. Under no circumstances may such designs, drawings and documents be used without the express written approval of Primo.
- 14.2 Buyer warrants that all designs, specifications or instructions given to Primo will not cause Primo to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Primo against any action taken by a third party against Primo in respect of any such infringement.
- 14.3 The Buyer agrees that Primo may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or good/services which Primo has created for the Buyer.

#### **15. Default and Consequences of Default**

- 15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (1.5%) per calendar month (and at Primo's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 15.2 If the Buyer owes Primo any money the Buyer shall indemnify Primo from and against all costs and disbursements incurred by Primo in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Primo's contract default fee, and bank dishonour fees).
- 15.3 Further to any other rights or remedies Primo may have under this contract, if a Buyer has made payment to Primo, and the transaction is subsequently reversed, the Buyer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Primo under this clause 0 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Buyer's obligations under this agreement.
- 15.4 Without prejudice to Primo's other remedies at Law, Primo shall be entitled to cancel all or any part of any order of the Buyer which remains unfulfilled and all amounts owing to Primo shall, whether or not due for payment, become immediately payable if:
- a. any money payable to Primo becomes overdue, or in Primo's opinion the Buyer will be unable to make a payment when it falls due;
  - b. the Buyer has exceeded any applicable credit limit provided by Primo;
  - c. the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - d. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer.

## **16. Cancellation**

- 16.1 Without prejudice to any other remedies Primo may have, if at any time the Buyer is in breach of any obligation (including those relating to payment) under these terms and conditions Primo may suspend or terminate the supply of Goods to the Buyer. Primo will not be liable to the Buyer for any loss or damage the Buyer suffers because Primo has exercised its rights under this clause.
- 16.2 Primo may cancel any contract to which these terms and conditions apply or cancel delivery of goods/services at any time before the goods are delivered by giving written notice to the Buyer. On giving such notice Primo shall repay to the Buyer any money paid by the Buyer for the goods. Primo shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 16.3 In the event that the Buyer cancels delivery of goods the Buyer shall be liable for any and all loss incurred (whether direct or indirect) by Primo as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 16.4 Cancellation of orders for goods made to the Buyer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

## **17. Privacy Act 1988**

- 17.1 The Buyer agrees for Primo to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Buyer in relation to credit provided by Primo.
- 17.2 The Buyer agrees that Primo may exchange information about the Buyer with those credit providers and with related body corporates for the following purposes:
- to assess an application by the Buyer; and/or
  - to notify other credit providers of a default by the Buyer; and/or
  - to exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and/or
  - to assess the creditworthiness of the Buyer including the Buyer's repayment history in the preceding two (2) years.
- 17.3 The Buyer consents to Primo being given a consumer credit report to collect overdue payment on commercial credit.
- 17.4 The Buyer agrees that personal credit information provided may be used and retained by Primo for the following purposes (and for other agreed purposes or required by):
- the provision of Goods; and/or
  - analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to the provision of goods; and/or
  - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Buyer; and/or
  - enabling the collection of amounts outstanding in relation to the goods.
- 17.5 Primo may give information about the Customer to a CRB for the following purposes:
- to obtain a consumer credit report;
  - allow the CRB to create or maintain a credit information file about the Buyer including credit history.
- 17.6 The information given to the CRB may include:
- personal information as outlined in above;
  - name of the credit provider and that Primo is a current credit provider to the Buyer;
  - whether the credit provider is a licensee;
  - type of consumer credit;
  - details concerning the Buyer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
  - advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Buyer no longer has any overdue accounts and Primo has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
  - information that, in the opinion of Primo, the Buyer has committed a serious credit infringement;
  - advice that the amount of the Buyer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 17.7 The Buyer shall have the right to request (by e-mail) from Primo:

- a. a copy of the information about the Buyer retained by Primo and the right to request that Primo correct any incorrect information; and
  - b. that Primo does not disclose any personal information about the Buyer for the purpose of direct marketing.
- 17.8 Primo will destroy personal information upon the Buyer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the Law.
- 17.9 The Buyer can make a privacy complaint by contacting Primo via e-mail. Primo will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Buyer is not satisfied with the resolution provided, the Buyer can make a complaint to the Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).

## **18. Dispute Resolution**

- 18.1 If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:
- a. referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
  - b. conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.

## **19. Requirements Under the Building Act 2004 ACT (for Australian Capital Territory Customers only)**

- 19.1 Where Primo undertakes any residential building work in Australian Capital Territory (ACT), the cost of which is twelve thousand dollars (\$12,000) or greater, the following clauses 0 & 0 shall also apply to this contract in compliance with Part 6 of the Building Act 2004 ACT.
- 19.2 Primo warrants the following:
- a. that the residential building work has been or will be carried out in accordance with the Building Act 2004 ACT;
  - b. that the work has been or will be carried out in a proper and skilful way; and
  - c. in accordance with the approved plans; or
  - d. if the work involves or involved handling asbestos or disturbing friable asbestos, in accordance with approved plans that comply with the provisions specified under the Building Act 2004 ACT in relation to the asbestos;
  - e. that good and proper materials for the work have been or will be used in carrying out the work;
  - f. if the work has not been completed, and the contract does not state a date by which, or a period within which, the work is to be completed, that the work will be carried out with reasonable promptness;
  - g. if the owner of the land where the work is being or is to be carried out is not Primo, and the owner expressly makes known to Primo, or an employee or agent of Primo, the particular purpose for which the work is required, or the result that the owner desires to be achieved by the work, so as to show that the owner is relying on Primo's skill and judgment, that the work and any material used in carrying out the work is or will be reasonably fit for the purpose or of such a nature and quality that they might reasonably be expected to achieve the result.
- 19.3 Where Primo is not acting as a sub-contractor Primo shall take out a policy of residential building work insurance in compliance with Division 6.3 of the Building Act 2004 ACT.

## **20. Other Applicable Legislation**

- 20.1 At Primo's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payment Act 2002 (Victoria), Building and Construction Industry Security of Payments Act 1999 (New South Wales), Building and Construction Industry Payments Act 2004 (Queensland), Building and Construction Industry Security of Payments Act 2009 (South Australia) and Building and Construction Industry (Security of Payment) Act 2009 (Australian Capital Territory) may apply.
- 20.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the any of the Acts listed in clause 0 each as applicable, except to the extent permitted by the Act where applicable.

## **21. Service of Notices**

- 21.1 Any written notice given under this contract shall be deemed to have been given and received:
- a. by handing the notice to the other party, in person;
  - b. by leaving it at the address of the other party as stated in this contract;
  - c. by sending it by registered post to the address of the other party as stated in this contract;
  - d. if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
  - e. if sent by email to the other party's last known email address.
- 21.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

## **22. General**

- 22.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 22.2 These terms and conditions and any contract to which they apply shall be governed by the laws of either Queensland, New South Wales, Victoria, South Australia or the Australian Capital Territory in which state the goods and/or services were provided by Primo to the Buyer however, in the event of a dispute that deems necessary for the matter to be referred to a Magistrates or higher Court then jurisdiction will be subject to the courts in the Australian Capital Territory in which Primo has its principal place of business.
- 22.3 Subject to clause 0, Primo shall be under no liability whatsoever to the Buyer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by Primo of these terms and conditions (alternatively Primo's liability shall be limited to damages which under no circumstances shall exceed the price of the goods/services).
- 22.4 Neither party to this contract may assign this contract, any payment or any other right, benefit or interest under this contract without the written consent of the other party (which shall not be unreasonably withheld). Primo may elect to subcontract out any part of the services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Buyer agrees and understands that they have no authority to give any instruction to any of Primo's sub-contractors without the authority of Primo.
- 22.5 The Buyer agrees that Primo may amend these terms and conditions by notifying the Buyer in writing, or just uploading the modifications in Primo's website. These changes shall be deemed to take effect from the date on which the Buyer accepts such changes, or otherwise at such time as the Buyer makes a further request for Primo to provide goods to the Buyer.
- 22.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 22.7 Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.

## **23. Compliance with Laws**

- 23.1 The Buyer and Primo shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
- 23.2 The Buyer shall obtain (at the expense of the Buyer) all licenses and approvals that may be required for the services.
- 23.3 Buyer agrees that the site will comply with any occupational or work health and safety (WHS) laws relating to building/construction sites and any other relevant safety standards or legislation.
- 23.4 These Terms and Conditions shall be governed by and construed in accordance with the laws of Australian Capital Territory. The Buyer and Primo agree to submit to the non-exclusive jurisdiction of the Australian Capital Territory and the Federal Court of Australia