

## Terms & Conditions of Trade

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### Koda Lighting Pty Ltd T/A Koda Lighting

#### 1. Definitions

- 1.1 “Koda Lighting” means Koda Lighting Pty Ltd ATF McCall Fox Family Trust T/A Koda Lighting, its successors and assigns or any person acting on behalf of and with the authority of Koda Lighting Pty Ltd ATF McCall Fox Family Trust T/A Koda Lighting.
- 1.2 “Client” means the person/s or any person acting on behalf of and with the authority of the Client requesting Koda Lighting to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Client, is a reference to each Client jointly and severally; and
  - (b) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
  - (c) includes the Client’s executors, administrators, successors and permitted assigns.
- 1.3 “Goods” means all Goods or Services supplied by Koda Lighting to the Client at the Client’s request from time to time (where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other).
- 1.4 “Price” means the Price payable (plus any GST where applicable) for the Goods as agreed between Koda Lighting and the Client in accordance with clause 5 below.
- 1.5 “GST” means Goods and Services Tax as defined within the “A New Tax System (Goods and Services Tax) Act 1999” (Cth).

## **2. Acceptance**

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.
- 2.2 These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Client and Koda Lighting.
- 2.3 The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with Koda Lighting and it has been approved with a credit limit established for the account.
- 2.4 In the event that the supply of Goods request exceeds the Clients credit limit and/or the account exceeds the payment terms, Koda Lighting reserves the right to refuse delivery and/or request an alternative payment method.
- 2.5 The Client acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, Koda Lighting reserves the right to vary the Price with alternative Goods as per clause 5.2, Koda Lighting also reserves the right to halt all Services until such time as Koda Lighting and the Client agree to such changes.
- 2.6 Where Koda Lighting gives advice, recommendations, information, assistance or service to the Client or the Client's agent, regarding the Goods or Services then it is given in good faith and Koda Lighting shall not be liable in any way whatsoever for any damages, losses or costs however arising resulting from the Client relying on the same.
- 2.7 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 or any other applicable provisions of that Act or any Regulations referred to in that Act.

### **3. Errors and Omissions**

3.1 The Client acknowledges and accepts that Koda Lighting shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):

- (a) resulting from an inadvertent mistake made by Koda Lighting in the formation and/or administration of this contract; and/or
- (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Koda Lighting in respect of the Services.

3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of Koda Lighting; the Client shall not be entitled to treat this contract as repudiated nor render it invalid.

### **4. Change in Control**

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

### **5. Price and Payment**

5.1 At Koda Lighting's sole discretion, the Price shall be either:

- (a) as indicated on any invoice provided by Koda Lighting to the Client; or
- (b) Koda Lighting's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

- 5.2 Koda Lighting reserves the right to change the Price if a variation to Koda Lighting's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to Koda Lighting in the cost of taxes, levies, materials and labour, change in design etc.) will be charged for on the basis of Koda Lighting's quotation, and will be detailed in writing, and shown as variations on Koda Lighting's invoice. The Client shall be required to respond to any variation submitted by Koda Lighting within ten (10) working days. Failure to do so will entitle Koda Lighting to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 5.3 At Koda Lighting's sole discretion, a non-refundable deposit may be required.
- 5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Koda Lighting, which may be:
- (a) on delivery of the Goods;
  - (b) before delivery of the Goods;
  - (c) strictly thirty (30) days following the date of any invoice.
- 5.5 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 Client and Koda Lighting.
- 5.6 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Koda Lighting nor to withhold payment of any invoice because part of that invoice is in dispute.
- 5.7 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Koda Lighting an amount equal to any GST Koda Lighting must pay for any supply by Koda Lighting under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client 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.

## **6. Delivery of Goods**

- 6.1 Delivery (“Delivery”) of the Goods is taken to occur at the time that:
- (a) the Client or the Client’s nominated carrier takes possession of the Goods at Koda Lighting’s address; or
  - (b) Koda Lighting (or Koda Lighting’s nominated carrier) delivers the Goods to the Client’s nominated address even if the Client is not present at the address.
- 6.2 At Koda Lighting’s sole discretion, the cost of delivery is in addition to the Price.
- 6.3 Koda Lighting may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 6.4 Any time specified by Koda Lighting for delivery of the Goods is an estimate only. The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. Koda Lighting will not be liable for any loss or damage incurred by the Client as a result of delivery being late. In the event that the Client is unable to take delivery of the Goods as arranged then Koda Lighting shall be entitled to charge a reasonable fee for redelivery and/or storage.

## **7. Risk**

- 7.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Koda Lighting is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Koda Lighting is sufficient evidence of Koda Lighting’s rights to receive the insurance proceeds without the need for any person dealing with Koda Lighting to make further enquiries.
- 7.3 If the Client requests Koda Lighting to leave Goods outside Koda Lighting’s premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client’s sole risk.

7.4 The Client acknowledges that Goods supplied may exhibit variations in shade tone, colour, texture, surface and finish, and may fade or change colour over time. Koda Lighting 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.

## **8. Title**

8.1 Koda Lighting and the Client agree that ownership of the Goods shall not pass until:

- (a) the Client has paid Koda Lighting all amounts owing to Koda Lighting; and
- (b) the Client has met all of its other obligations to Koda Lighting.

8.2 Receipt by Koda Lighting 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.

8.3 It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 8.1:

- (a) the Client is only a bailee of the Goods and must return the Goods to Koda Lighting on request;
- (b) the Client holds the benefit of the Client's insurance of the Goods on trust for Koda Lighting and must pay to Koda Lighting the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
- (c) the Client 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 Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Koda Lighting and must pay or deliver the proceeds to Koda Lighting on demand;
- (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Koda Lighting and must sell, dispose of or return the resulting product to Koda Lighting as it so directs;
- (e) the Client irrevocably authorises Koda Lighting to enter any premises where Koda Lighting believes the Goods are kept and recover possession of the Goods;
- (f) Koda Lighting may recover possession of any Goods in transit whether or not delivery has occurred;
- (g) the Client 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 Koda Lighting;
- (h) Koda Lighting may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

## **9. Personal Property Securities Act 2009 (“PPSA”)**

- 9.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 9.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Client to Koda Lighting for Services – that have previously been supplied and that will be supplied in the future by Koda Lighting to the Client.
- 9.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Koda Lighting may reasonably require to;
    - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
    - (ii) register any other document required to be registered by the PPSA; or
    - (iii) correct a defect in a statement referred to in clause 9.3(a)(i) or 9.3(a)(ii);
  - (b) indemnify, and upon demand reimburse, Koda Lighting for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
  - (c) not register a financing change statement in respect of a security interest without the prior written consent of Koda Lighting;
  - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Koda Lighting;
  - (e) immediately advise Koda Lighting of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 9.4 Koda Lighting and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 9.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 9.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

- 9.7 Unless otherwise agreed to in writing by Koda Lighting, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 9.8 The Client must unconditionally ratify any actions taken by Koda Lighting under clauses 9.3 to 9.5.
- 9.9 Subject to any express provisions to the contrary (including those contained in this clause 9), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

## **10. Security and Charge**

- 10.1 In consideration of Koda Lighting agreeing to supply the Goods, the Client 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 Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 10.2 The Client indemnifies Koda Lighting from and against all Koda Lighting's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Koda Lighting's rights under this clause.
- 10.3 The Client irrevocably appoints Koda Lighting and each director of Koda Lighting as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Client's behalf.
11. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)
- 11.1 The Client must inspect the Goods on delivery and must within ten (10) days of delivery notify Koda Lighting in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Koda Lighting to inspect the Goods.



- 11.6 If Koda Lighting is required to replace the Goods under this clause or the CCA, but is unable to do so, Koda Lighting may refund any money the Client has paid for the Goods.
- 11.7 If the Client is not a consumer within the meaning of the CCA, Koda Lighting's liability for any defect or damage in the Goods is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by Koda Lighting at Koda Lighting's sole discretion;
  - (b) limited to any warranty to which Koda Lighting is entitled, if Koda Lighting did not manufacture the Goods;
  - (c) otherwise negated absolutely.
- 11.8 Subject to this clause 11, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 11.1; and
  - (b) Koda Lighting has agreed that the Goods are defective; and
  - (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
  - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 11.9 Notwithstanding clauses 11.1 to 11.8 but subject to the CCA, Koda Lighting 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 Client failing to properly maintain or store any Goods;
  - (b) the Client using the Goods for any purpose other than that for which they were designed;
  - (c) the Client 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 Client failing to follow any instructions or guidelines provided by Koda Lighting;
  - (e) fair wear and tear, any accident, or act of God.
- 11.10 Koda Lighting may in its absolute discretion accept non-defective Goods for return within twelve (12) months of delivery, in which case Koda Lighting may require the Client to pay handling fees of up to thirty percent (30%) of the value of the returned Goods plus any freight costs.
- 11.11 Notwithstanding anything contained in this clause if Koda Lighting is required by a law to accept a return then Koda Lighting will only accept a return on the conditions imposed by that law.

11.12 Subject to clause 11.1, customised, or non-stocklist items or Incidental Items made or ordered to the Client's specifications are not acceptable for credit or return.

11.13 Koda Lighting shall not be liable for any removal and/or installation costs for Goods already installed.

## **12. Intellectual Property**

12.1 Where Koda Lighting has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of Koda Lighting. Under no circumstances may such designs, drawings and documents be used without the express written approval of Koda Lighting.

12.2 The Client warrants that all designs, specifications or instructions given to Koda Lighting will not cause Koda Lighting to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Koda Lighting against any action taken by a third party against Koda Lighting in respect of any such infringement.

12.3 The Client agrees that Koda Lighting may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Koda Lighting has created for the Client.

## **13. Default and Consequences of Default**

13.1 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 (2.5%) per calendar month (and at Koda Lighting's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

13.2 If the Client owes Koda Lighting any money the Client shall indemnify Koda Lighting from and against all costs and disbursements incurred by Koda Lighting in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Koda Lighting's contract default fee, and bank dishonour fees).

## **14. Cancellation**

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

## **15. Privacy Act 1988**

- 15.1 The Client agrees for Koda Lighting 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 Client in relation to credit provided by Koda Lighting.
- 15.2 The Client agrees that Koda Lighting may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Client; and/or
  - (b) to notify other credit providers of a default by the Client; and/or
  - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
  - (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.

- 15.3 The Client consents to Koda Lighting being given a consumer credit report to collect overdue payment on commercial credit.
- 15.4 The Client agrees that personal credit information provided may be used and retained by Koda Lighting for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Goods; and/or
  - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
  - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
  - (d) enabling the collection of amounts outstanding in relation to the Goods.
- 15.5 Koda Lighting may give information about the Client to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
  - (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 15.6 The information given to the CRB may include:
- (a) personal information as outlined in 15.1 above;
  - (b) name of the credit provider and that Koda Lighting is a current credit provider to the Client;
  - (c) whether the credit provider is a licensee;
  - (d) type of consumer credit;
  - (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
  - (f) 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 Client no longer has any overdue accounts and Koda Lighting has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
  - (g) information that, in the opinion of Koda Lighting, the Client has committed a serious credit infringement;
  - (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).

- 15.7 The Client shall have the right to request (by e-mail) from Koda Lighting:
- (a) a copy of the information about the Client retained by Koda Lighting and the right to request that Koda Lighting correct any incorrect information; and
  - (b) that Koda Lighting does not disclose any personal information about the Client for the purpose of direct marketing.
- 15.8 Koda Lighting will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law.
- 15.9 The Client can make a privacy complaint by contacting Koda Lighting via e-mail. Koda Lighting 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 Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).

## **16. Service of Notices**

- 16.1 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.
- 16.2 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.

## **17. Trusts**

- 17.1 If the Client at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust (“Trust”) then whether or not Koda Lighting may have notice of the Trust, the Client covenants with Koda Lighting as follows:
- (a) the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
  - (b) the Client has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
  - (c) the Client will not without consent in writing of Koda Lighting (Koda Lighting will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
    - (i) the removal, replacement or retirement of the Client as trustee of the Trust;
    - (ii) any alteration to or variation of the terms of the Trust;
    - (iii) any advancement or distribution of capital of the Trust; or
    - (iv) any resettlement of the trust property.

## **18. Building and Construction Industry Security of Payments Act 1999**

- 18.1 At Koda Lighting’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 Payments Act 1999 may apply.
- 18.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.

## **19. General**

- 19.1 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.
- 19.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales, the state in which Koda Lighting has its principal place of business, and are subject to the jurisdiction of the Sydney Courts in New South Wales.
- 19.3 Subject to clause 11, Koda Lighting shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Koda Lighting of these terms and conditions (alternatively Koda Lighting's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 19.4 Koda Lighting may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent.
- 19.5 The Client cannot licence or assign without the written approval of Koda Lighting.
- 19.6 Koda Lighting 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 Client agrees and understands that they have no authority to give any instruction to any of Koda Lighting's sub-contractors without the authority of Koda Lighting.
- 19.7 The Client agrees that Koda Lighting may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Koda Lighting to provide Goods to the Client.

- 19.8 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.
- 19.9 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.