

# NARROWLIFTING

Narrow Lifting Pty Ltd (ACN 679 206 065)

## Hire of cranes: Our Terms and Conditions

### 1 Introduction

- 1.1 A reference in these Terms and Conditions (**these T&Cs**) to **we, our** and **us** means Narrow Lifting Pty Ltd, a limited liability company registered in Western Australia under the *Corporations Act 2001* (Cth) and having ACN 679 206 065 and ABN 46 679 206 065.
- 1.2 We hire the Equipment (as defined below) that is designed for horizontal/vertical transport, hoisting, towing or transportation in confined spaces. The hire of the Equipment is for use at a nominated site for a specified period. Such hire is either with an operator that we provide (i.e., **wet hire**) or without such an operator on condition that you are suitably qualified to operate the Equipment.
- 1.3 A reference to **you** and **your** means the client named and described as such in our accompanying order form (the **Order Form**).
- 1.4 A reference in these T&Cs to **this agreement** means these T&Cs read together with the Order Form, as varied from time to time.

### 2 Definitions and interpretation

- 2.1 In these T&Cs, the following definitions apply:

**Business Hours** means the period:

- (a) from 7.30 am to 6.00 pm on Monday to Friday; and
- (b) from 8.00 am to 1.00 pm on Saturday.

**Commencement Date** means the date from which the hire of the Equipment commences, being the commencement date specified in the Order Form.

**End Date** means the date on which the hire of the Equipment ends, being the end date specified in the Order Form, as may be extended with our express agreement in writing.

**Delivery** means the transfer of physical possession of the Equipment to you either upon your collection of the Equipment or the delivery of the Equipment to the Site.

**Deposit** has the meaning given in clause 5.5.

**Equipment** means the crane and associated tools specified in the Order Form, and all other vehicles and/or tools that are used by us in the execution of your assignment or that are made available to you; and the expression includes all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

**Payment Method** means the method of your payment specified in the Order Form.

**Payment Schedule** means the payment schedule in the Order Form which sets out the sums payable under this agreement.

**Rental Payments** means the payments made by you or on your behalf for hire of the Equipment, with or without an operator.

**Rental Period** means the period of hire as set out in clause 4.

- Site** means the site specified in the Order Form.
- 2.2 In the interpretation of these T&Cs, the following provisions apply unless the context otherwise requires:
- (a) Headings are inserted for convenience only and do not affect the interpretation of these T&Cs and this agreement generally.
  - (b) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to these T&Cs.
  - (c) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
  - (d) A word that denotes the singular also denotes the plural, a word that denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.
  - (e) No provision of these T&Cs and this agreement generally shall be construed adversely to a party because that party was responsible for the preparation of that provision or this agreement
  - (f) A reference to a **party** is a reference to the party to this agreement.
  - (g) A **person** includes any individual, company or unincorporated body (whether or not having separate legal personality), partnership, joint venture, trust, association and any Government Agency.
  - (h) A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
  - (i) Unless expressly provided otherwise in these T&Cs, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
  - (j) Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislation or legislative provisions.
  - (k) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
  - (l) A reference to **writing** or **written** includes email.
  - (m) A reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars.
  - (n) A reference in these T&Cs and this agreement generally to a **business day** means a day other than a Saturday or Sunday on which banks are open for business generally in Perth.
  - (o) If a period of time begins on a given day or the day of an act or event, it is to be calculated exclusive of that day.
  - (p) A reference to time is a reference to Perth time unless otherwise specified.
  - (q) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

### **3 Equipment hire**

3.1 We shall hire the Equipment to you for use at the Site subject to the terms and conditions of this agreement.

3.2 If so specified in the Order Form, we shall also provide an operator to operate the Equipment in carrying your assignment.

3.3 We shall not, other than in the exercise of our rights under this agreement or applicable law, interfere with your quiet possession of the Equipment.

### **4 Rental Period and term of this agreement**

The Rental Period starts on the Commencement Date and continues, unless this agreement is terminated earlier in accordance with clause 12 or clause 14, until the End Date, when this agreement terminates automatically without notice.

### **5 Rental Payments and Deposit**

5.1 You shall pay the Rental Payments to us in accordance with the Payment Schedule. The Rental Payments shall be made in cleared funds to the bank account nominated in the Order Form or otherwise nominated by us in writing (and confirmed orally as a protection against fraud).

5.2 The Rental Payments are exclusive of GST and any other applicable taxes and duties or similar charges which shall be payable by you at the rate and in the manner from time to time prescribed by law.

5.3 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.4 If you fail to make a payment due to us under this agreement by the due date, then, without limiting our remedies under clause 13, you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest

under this clause will accrue each day at 4% a year above the Reserve Bank of Australia's cash rate from time to time, but at 4% a year for any period when that cash rate is below 0%.

5.5 If the Order Form provides for a deposit (the **Deposit**), on the date of this agreement, you shall pay to us the Deposit specified in the Order Form. The Deposit is a deposit against default by you of payment of any Rental Payments or any loss of or damage caused to the Equipment. If you fail without due cause to make any Rental Payments in accordance with the Payment Schedule, or cause any loss or damage to the Equipment (in whole or in part), we shall be entitled to apply the Deposit against such default, loss or damage. You shall pay to us any sums deducted from the Deposit within 10 business days of a demand for the same. The Deposit (or balance of the Deposit) shall be refundable within five business days of the end of the Rental Period.

### **6 Delivery**

6.1 If you hire the Equipment without an operator, you shall collect the Equipment at our premises on or after the time on the Delivery Date specified in the Order Form. However, we reserve the right to deliver the Equipment to the Site.

6.2 If you hire the Equipment with an operator that we provide, we shall deliver the Equipment to the Site.

6.3 Where we make Delivery, we shall use all reasonable endeavours to effect Delivery by the Delivery Date.

6.4 Risk shall transfer in accordance with clause 6.2 of this agreement at the time you collect the Equipment or we deliver it.

6.5 If we deliver the Equipment to the Site, you shall procure that your duly authorised representative is present at the Delivery of the Equipment. Whether you collect the Equipment or we deliver it, acceptance of Delivery shall constitute conclusive evidence that you have examined the Equipment and

	have found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by us, your duly authorised representative shall sign a receipt confirming such acceptance.		safely without risk to the Equipment or to any operator we provide;
6.6	Where we deliver the Equipment to the Site, if you fail to accept delivery of the Equipment when we tender Delivery, then, except where such failure is caused by our failure to comply with our obligations under this agreement:	(b)	ensure that the Equipment is used only for the purposes for which it is designed, and (where we do <u>not</u> provide an operator) is operated in a proper manner by trained competent staff in accordance with all applicable operating instructions, including any provided by us;
	(a) the Equipment shall be deemed to have been delivered at 9.00 am on the date we tendered Delivery; and	(c)	take such steps (including compliance with all safety and usage instructions provided by us) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
	(b) we shall store the Equipment until you take possession of the Equipment, and charge you for all related costs and expenses.	(d)	maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on Delivery (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
<b>7</b>	<b>Title and risk</b>		
7.1	The Equipment shall at all times remain our property, and you shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).	(e)	make no alteration to the Equipment and shall not remove any existing component (or components) from the Equipment;
	<div>Important note to you</div>	(f)	keep us fully informed of all material matters relating to the Equipment;
7.2	The risk of loss, theft, damage or destruction of the Equipment shall pass to you on Delivery. The Equipment shall remain at your sole risk during the Rental Period and any further term during which the Equipment is in your possession, custody or control until such time as we retake possession of the Equipment.	(g)	keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without our prior written consent;
<b>8</b>	<b>Your responsibilities</b>		
8.1	You shall during the term of this agreement:	(h)	permit us or our duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter on the Site or any premises at which the Equipment may be located, and shall
	(a) ensure that the Site is and kept in such condition that the Equipment can be set up properly and operated		

- grant reasonable access and facilities for such inspection;
- (i) not, without our prior written consent, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
  - (j) not without our prior written consent, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building, then the Equipment must be capable of being removed without material injury to such land or building and you shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify us against all losses, costs or expenses incurred as a result of such affixation or removal;
  - (k) not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of us in the Equipment and, where the Equipment has become affixed to any land or building, you must take all necessary steps to ensure that we may enter such land or building and recover the Equipment both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of us of any rights such person may have or acquire in the Equipment and a right for us to enter onto such land or building to remove the Equipment;
  - (l) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, you shall notify us and you shall at your sole expense use your best endeavours to procure an immediate release of the Equipment and shall indemnify us on demand against all losses, costs, charges, damages and expenses reasonably incurred as a result of such confiscation;
  - (m) not use the Equipment for any unlawful purpose;
  - (n) ensure that at all times the Equipment remains identifiable as being our property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
  - (o) where we do not provide an operator, deliver up the Equipment at the end of the Rental Period at such address as we require, or if necessary, allow us or our representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment;
  - (p) where we provide an operator, permit the operator to remove the Equipment from the Site or any premises where the Equipment is located for the purpose of removing the Equipment.
- 8.2 Except to the extent that we are insured against the same, you acknowledge that we shall not be responsible for any loss of or damage to the Equipment, or to persons or property of third parties, arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by you or your officers, employees, agents and contractors; and, to the extent that we are insured against the same, you shall indemnify us in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest,

penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of, or in connection with any failure by you to comply with your obligations in this clause 8.

## 9 Our warranties

9.1 We warrant that the Equipment shall substantially conform to its specification (as made available by us), be of satisfactory quality and fit for any purpose held out by us. We shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself during the Rental Period, provided that:

- (a) you notify us of any defect in writing within one day of you becoming aware of the defect;
- (b) we are permitted to make a full examination of the alleged defect;
- (c) the defect was not caused, in whole or in part, by misuse, neglect, mishandling or unauthorised alteration or manipulation;
- (d) the defect was not caused, in whole or in part, by any information, design or any other assistance supplied by you or on your behalf; and
- (e) the defect is directly attributable to defective material, workmanship or design.

9.2 Insofar as the Equipment comprises or contains equipment or components that were not manufactured or produced by us, you shall be entitled only to such warranty or other benefit as we have received from the manufacturer.

9.3 If we fail to remedy any material defect in the Equipment in accordance with clause 9.1, we shall, at your request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable for the remainder of the Rental Period

and, if relevant, return any Deposit (or any part of it).

## 10 Wet hire

10.1 If, at your request, we agree to provide an operator:

- (a) that operator shall remain our employee or contractor (as the case may be) but shall operate the Equipment in accordance with all applicable operating instructions and your reasonable instructions; and
- (b) we warrant that the operator shall be a trained and competent individual who able to operate the Equipment in accordance with all applicable operating instructions, including any provided by us; and
- (c) we undertake that the operator shall operate the Equipment in a proper and workmanlike manner.

10.2 Except to the extent that we are insured against the same, we shall not be liable in any manner whatsoever for any claim by you or a third party for any loss or damage suffered as a result of any actions of the operator in following your instructions.

## 11 Limitation of our liability

11.1 The limits and exclusions in this clause reflect the insurance cover we have been able to arrange, and you are responsible for making your own arrangements for the insurance.

11.2 A reference to **liability** in this clause 11 includes every kind of liability arising under or in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.3 Nothing in this agreement limits any liability for:

- (a) death or personal injury caused by negligence;

- (b) fraud or fraudulent misrepresentation; or
- (c) any liability that legally cannot be limited. any liability that legally cannot be limited under the Australian Consumer Law or otherwise.
- 11.4 Subject to clause 11.3, our total liability to you shall not exceed the amount of the Rental Payments.
- 11.5 Subject to clause 11.3, we shall not be liable under this agreement for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.
- 11.6 Subject to clause 11.3, all implied terms and conditions as to the quality or performance of the Equipment and any other goods or services provided under this agreement are, to the fullest extent permitted by law, excluded from this agreement.
- 12 Termination**
- 12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay an amount due under this agreement on the due date for payment and remains in default not less than five business days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of five business days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) an Insolvency Event happens to the other party.
- 12.2 For the purposes of clause 12.1:
- Insolvency Event**, in relation to a person, means anything that reasonably indicates that there is a significant risk that the person is or will become unable to pay its debts as they become due. This includes any of the following:
- (a) the person suspends payment of its debts generally or is or becomes unable to pay its debts when they are due or is unable to pay its debts within the meaning of the *Corporations Act 2001* (Cth);
- (b) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors;
- (c) a substantial step being taken to make the person bankrupt;
- (d) an application is presented or an order is made for the sequestration of the person's estate;
- (e) a step being taken to wind the person up;
- (f) a step being taken to have a receiver, receiver and manager, administrator,

- liquidator or provisional liquidator appointed to the person or any of its assets or such an appointment taking place;
- (g) a step being taken to have an administrator is appointed to that person under the *Corporations Act 2001* (Cth);
  - (h) a step being taken to strike the person off the register of companies;
  - (i) the person suffers any distress attachment or execution to be levied on or in respect of a substantial portion of its assets;
  - (j) the person enters into or suffers there to occur any analogous proceedings or events to those specified in any of the preceding paragraphs; or
  - (k) analogous proceedings or events to those specified in any of the preceding paragraphs are instituted or occur in relation to the person elsewhere than in the Western Australia.]
- material breach** means a breach of any of the party's obligations that has a serious effect on the benefit that the innocent party would otherwise derive; or
- 12.3 This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment. For this purpose, **Total Loss** means that, due to your default, the Equipment is, in our reasonable opinion or the opinion of our insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.
- 13 Consequences of termination or expiry**
- 13.1 On expiry or termination of this agreement, however caused:
- (a) Our consent to your possession of the Equipment shall terminate;
- (b) we may, by our authorised representatives, without notice and at your expense, retake possession of the Equipment; and for this purpose, we may enter the Site or any premises at which the Equipment is located;
  - (c) you shall ensure the safe and proper storage of the Equipment until it has been collected by us; and
  - (d) without prejudice to any of our other rights or remedies, you shall pay to us on demand:
    - (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 5.4; and
    - (ii) any costs and expenses incurred by us in recovering the Equipment or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 13.2 On termination of this agreement pursuant to clause 12.1 or clause 12.3 or following any repudiatory breach of this agreement by you which is accepted by us without prejudice to any of our other rights or remedies, you shall pay to us on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period, less a discount for accelerated payment determined by us, acting reasonably, having regard to the net present value of immediate receipt of future payments.
- 13.3 The sums payable pursuant to clause 13.2 shall be agreed compensation for our loss and shall be payable in addition to the sums payable pursuant to clause 13.1(d). Such



sums may be partly or wholly recovered from any Deposit.

13.4 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

13.5 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

#### 14 Cancellation fee

14.1 If you give notice prior the Commencement Date that you wish to cancel this agreement, this clause applies to the exclusion of the preceding clause 12.

#### Important note to you

14.2 If you cancel your order at least 24 hours before the hire is due to commence, there will be no cancellation fee. However, if you cancel your order less than 24 hours before the hire is due to commence, we must pay us an amount equal to the first day's hire.

#### 15 Force majeure

Neither party shall be liable for any delay of failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 10 business days, the party not affected may terminate this agreement by giving not less than two days' written notice to the affected party.

#### 16 Confidential information

16.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets,

affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2.

16.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with clause 16; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3 Neither party may use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

#### 17 GST

17.1 In this clause 17, the following definitions apply:

**GST** has the meaning given in the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**GST Law** has the meaning given in the GST Act.

17.2 Unless the context indicates otherwise, words used in this clause 6 that are in the GST Law have the same meaning as in the GST Law.

17.3 Unless expressly stated otherwise, the consideration, including the Rental Payments,

for any supply under or in connection with this agreement is exclusive of GST.

17.4 To the extent that any supply made under or in connection with this agreement is a taxable supply (other than any supply made under another agreement that contains a specific provision dealing with GST), the amount payable by the recipient is the consideration provided under this agreement for that supply (unless it expressly includes GST) plus an amount (**Additional Amount**) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply.

17.5 The recipient must pay the Additional Amount at the same time as the consideration to which it is referable, and upon the issue of an invoice relating to the supply.

17.6 Whenever an adjustment event occurs in relation to any taxable supply to which clause 6.4 applies:

(a) the supplier must determine the amount of the GST component of the consideration payable; and

(b) if the GST component of that consideration differs from the amount previously paid, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

17.7 If a party is entitled under this agreement to be reimbursed or indemnified by another party for a cost or expense incurred in connection with this agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is the consideration for a creditable acquisition made by the party being reimbursed or indemnified, or by its representative member.

## 18 Notices

18.1 Any notice or communication required or authorised by this agreement to be given to a

party must be in writing in English and sent by any of the methods set out in the first column of the following table to the recipient's address or email address that appears below that table. The notice or communication is taken to be given on the date or at the time set out in the second column. However, if this means the notice or communication would be regarded as given and received outside the period (the **business hours period**) between 9.00 am and 5.00 pm (addressee's time) on a business day, then the notice or communication will instead be regarded as given and received at the start of the following business hours period.

Method for giving notices	When taken to be given
By personal delivery	On the business day following the day of delivery
By posting it with Australia Post via Express Post to the street or postal address of that recipient	At 9.00 am (recipient's time) on the second business day after the date of posting
By email sent to the recipient's email address	Five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

## Us

Name: Narrow Lifting Pty Ltd,  
 Address: 24 Staunton Rise  
 Halls Head WA 6210  
 Email address: [contact@narrowlifting.com.au](mailto:contact@narrowlifting.com.au)

## **You**

In accordance with your particulars specified in the Order Form.

- 18.2 If a party gives the other party three business days' notice of a change of its address, any notice or communication is only given by that other party if it is delivered, posted or emailed to the latest address or email address.

## **19 Miscellaneous**

### Assignment and other dealings

- 19.1 This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

### Entire agreement

- 19.2 This agreement constitutes the entire agreement between the parties.
- 19.3 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### Variation

- 19.4 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### No partnership or agency

- 19.5 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into

any commitments for or on behalf of any other party.

- 19.6 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

### Further assurance

- 19.7 At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

### Execution

- 19.8 This agreement shall come into force when we communicate in writing our acceptance of your Order Form. We may communicate our acceptance by email or in any other manner permitted by the notices provision.

### Joint and several liability and benefits

- 19.9 If you comprise two or more persons:
- (a) any promise, agreement, representation or warranty given or entered into by you binds them jointly and each of them severally; and
  - (b) any promise, agreement, representation or warranty given or entered into us is for the benefit of them jointly and each of them severally.

### Governing law and jurisdiction

- 19.10 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law in force in Western Australia.
- 19.11 Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation; and
- (b) waives any right such party has to object to the venue of any legal process in those courts on the basis that the process has been brought in an inconvenient forum or that those courts do not have jurisdiction.