

## Allshelter Purchase Terms and Conditions:

### DEFINITIONS AND INTERPRETATION

**Agreement** means the agreement between Allshelter and the Supplier for the supply of the Goods and Services by the Supplier, comprising the relevant Purchase Order, these Conditions and any other document referred to in the Purchase Order.

**Allshelter** means Allshelter Pty Ltd (ABN: 55 163 288 355).

**Conditions** means these terms and conditions, as amended from time to time.

**Confidential Information** means information in any form that is imparted to or acquired by the Supplier directly or indirectly from Allshelter before or after this Agreement, including:

- (a) all business and financial information of Allshelter;
- (b) the terms and conditions of this Agreement;
- (c) without limiting paragraph (a), all drawings, intellectual property rights, designs, technologies, methodologies, processes, know-how, techniques, specifications, policies, data, materials, concepts and ideas associated with the production of Allshelter's products, and Allshelter's customer and supplier lists; and
- (d) any other information that by its nature is confidential to Allshelter, is designated as confidential by Allshelter, was obtained by the Supplier in circumstances of confidence, and/or that the Supplier knows or ought to know is confidential to Allshelter.

**Consequential Loss** means:

- (a) loss of revenue;
- (b) loss of profit or anticipated profit;
- (c) loss of business;
- (d) loss of business reputation;
- (e) loss of opportunity;
- (f) loss of anticipated savings;
- (g) loss of goodwill; and
- (h) any other loss suffered by a party as a result of a breach of the Purchase Agreement that cannot reasonably be considered to arise directly and naturally from that breach.

**Encumbrance** means an interest or power reserved in or over an interest in any asset including any retention of title or preferential right, or created or otherwise arising in or over any interest in any asset under any form of security whatsoever including a bill of sale, contract or set-off, mortgage, charge, lien, pledge, trust, power or security interest (within the meaning of the Personal Property Securities Act 2009 (Cth)), whether registered or unregistered and including any agreement to grant or create any of the above;

**Goods** means any goods to be supplied by the Supplier to Allshelter as specified in the Purchase Order.

**GST** means Goods and Services Tax under the GST Act.

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

**Insolvency Event** means, for a party, the occurrence of any one or more of the following events:

- (a) a meeting has been convened, resolution proposed, petition presented or order made for the winding up of the party;

- (b) an administrator is appointed to the party or action is taken to make that appointment;
- (c) a receiver, receiver and manager, provisional liquidator, liquidator, or other officer of the Court, or other person of similar function has been appointed regarding all or any material asset of the party;
- (d) the party ceases to carry on business;
- (e) the party enters into a compromise or arrangement with its creditors or a class of them;
- (f) a security holder, mortgagee or chargee has taken, attempted or indicated an intention to exercise its rights under any security of which the party is the security provider, mortgagor or chargor;
- (g) the party is or states that it is unable to pay its debts when they fall due; or
- (h) anything occurs under the Law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition.

**Intellectual Property Rights** means all current and future intellectual and industrial property rights and interests recognised anywhere in the world, whether or not registered or registrable, including without limitation trade marks, designs, patents and copyright, together with any application or right to apply for registration of any of those rights.

**Laws** means all statutes, regulations, standards, by-laws, ordinances, subordinate legislation, industry codes of conduct and any Government order, decree or other instrument.

**Personal Information** has the meaning given in the Privacy Act 1988 (Cth).

**Principal** means a customer of Allshelter.

**Purchase Order** means a purchase order issued by Allshelter to the Supplier as described in these Conditions.

**Services** means any services to be performed as specified in the Purchase Order (including the results of those services).

**Specifications** means the specifications for the Goods and/or Services set out or referenced in the relevant Purchase Order, together with any other information referred to in the Purchase Order or contained in the relevant quotation or documentation provided by the Supplier and accepted by Allshelter relevant to the type, quality, characteristics, functionality or nature of the Goods and/or Services.

**Supplier** means the supplier specified in the Purchaser Order.

**Taxes** means all taxes, fees, levies, duties and charges imposed or assessed in respect of the supply of the Goods or Services under any Law.

**Warranty Period** means the period stated in the Purchase Order (or if no period is stated in the Purchase Order, then the period of 12 months) commencing on:

- (a) where the Supplier's obligations under this Agreement are the supply of Goods only, the date of acceptance of the Goods by Allshelter; or
- (b) where the Supplier's obligations under this Agreement include Services, the date of the signed certificate of completion given by Allshelter for the relevant Services, and with respect to any defects, any further period under clause 6.6.

In this Agreement:

- (a) a reference to a thing includes a part of that thing;

- (b) "including" and similar expressions, and the giving of examples, do not limit what else may be included;
- (c) headings are for ease of reference only and do not affect interpretation;
- (d) the singular includes the plural and vice versa; and
- (e) another grammatical form of a defined word or expression has a corresponding meaning.

### 1. AGREEMENT

- 1.1 These Conditions apply to all Purchase Orders issued by Allshelter.
- 1.2 Purchase Orders are only valid if issued on an Allshelter Purchase Order form with an Allshelter purchase order number.
- 1.3 These Conditions prevail over any other terms and conditions, including any submitted by the Supplier (whether in the Supplier's terms of sale or in any other document issued by the Supplier). The acceptance of a Purchase Order by the Supplier will be deemed the Supplier's acceptance of these Conditions.
- 1.4 The Supplier must notify Allshelter of receipt and acceptance of each individual Purchase Order promptly.
- 1.5 Acceptance of a Purchase Order by the Supplier forms a contract consisting of the Agreement, to the exclusion of all other terms and conditions.

### 2. PRICE

- 2.1 The prices in each Purchase Order are fixed and inclusive of all costs, expenses, Taxes (including GST unless otherwise expressly indicated) and other charges relating to the supply of the Goods or Services, unless otherwise agreed in writing by Allshelter.
- 2.2 No charge will be allowed for packing or freight unless specified in the Purchase Order.
- 2.3 If GST is payable and is agreed to be in addition to the price, the consideration for the supply will be increased by an amount of the GST and the Supplier must provide a tax invoice which is in an approved form for GST purposes to Allshelter to enable Allshelter to claim input tax credits in respect of the supply.
- 2.4 Subject to clause 2.3, any GST will be payable at the same time and in the same manner as any other amounts payable by Allshelter are required to be paid under this Agreement.

### 3. PAYMENT

- 3.1 Purchase Orders are placed on the basis that all prices include delivery to Allshelter at the address shown in the Purchase Order unless otherwise specified in the Purchase Order.
- 3.2 Invoices for Goods provided in accordance with each Purchase Order may be issued by the Supplier to Allshelter following acceptance of the Goods by Allshelter. Invoices for Services provided in accordance with each Purchase Order may be issued following completion of the Services or as otherwise specified in the Purchase Order or agreed in writing by Allshelter. The invoice must quote the correct Purchase Order number. Payment terms are 30 days from the end of the month in which the

invoice is received, or as otherwise specified in the Purchase Order or agreed in writing by Allshelter.

- 3.3 Allshelter may deduct and set off any amount owed by the Supplier to Allshelter against any amount of money that is owed, or may in Allshelter's reasonable opinion become owing, by Allshelter to the Supplier. The Supplier must not set off any amount that is, or may become, owing by the Supplier to Allshelter against any amount owing by Allshelter to the Supplier.
- 3.4 Allshelter may deduct, withhold, or retain from any payment due to the Supplier under this Agreement any amount Allshelter is required by any Government agency to deduct, withhold, or retain or that Allshelter otherwise required by Law to deduct, withhold, or retain (a "Withholding Amount"), and doing so will constitute full discharge of Allshelter's obligation to pay the Withholding Amount to the Supplier.
- 3.5 Payment to installer subcontractors will only be made upon receipt of a completion certificate signed by the Principal and the installer along with detailed photos reasonably satisfactory to Allshelter of the installation.
- 3.6 If Allshelter in good faith disputes an invoice or any Goods or Services supplied, Allshelter:
  - (a) will notify the Supplier of the dispute;
  - (b) will pay the undisputed portion of the invoice (if any) in accordance with this Agreement; and
  - (c) may withhold payment of the disputed amount until the dispute is resolved (under clause 18 if necessary).

### 4. DELIVERY

- 4.1 Goods must be supplied to Allshelter and Services performed by the Supplier for Allshelter within the times specified in each Purchase Order.
- 4.2 All deliveries of Goods must be accompanied by a delivery docket specifying:
  - (a) Allshelter part number(s) (if applicable) and details of the Goods;
  - (b) Purchase Order number;
  - (c) quantity and description of the Goods; and
  - (d) number of packages delivered.
- 4.3 All deliveries must be signed for by an authorised Allshelter employee.
- 4.4 The Goods, on delivery, must be free of all liens and Encumbrances.

### 5. TIME AND DELAY

- 5.1 The Supplier must promptly give written notice to Allshelter upon the Supplier becoming aware of any event or circumstance which is causing or is likely to cause delay to:
  - (a) the delivery of the Goods by the date for their delivery; and/or
  - (b) the completion of the Services by the date for their supply.
- 5.2 The notice under clause 5.1 must include such details as reasonably required by Allshelter, including the cause of the delay and the expected delivery date for any affected Goods or Services.

- 5.3 At any time, Allshelter may in its sole discretion extend the date for delivery of the Goods or the date for supply of the Services.
- 5.4 If any Goods or Services are not delivered by the applicable date for delivery or supply, or if the Supplier gives a notice under clause 5.1, Allshelter will be entitled to:
- (a) receive and accept the Goods or Services from the Supplier at the time actually delivered;
  - (b) cancel the applicable Purchase Order immediately by notice to the Supplier, without liability to the Supplier (including any liability to pay for any Goods or Services not delivered prior to cancellation of the Purchase Order; or
  - (c) treat any such failure to supply Goods or Services as a breach of this Agreement for the purposes of clause 17.

## 6. SPECIFICATIONS OF GOODS AND DEFECTS

- 6.1 All Goods and Services must conform to the Specifications. In the event that any Goods or Services are defective (including if they do not conform to the Specifications), Allshelter reserves the right to reject those Goods and Services in whole or in part. If Goods are rejected, then (at Allshelter's election):
- (a) Allshelter may return the goods to the Supplier at the Supplier's expense for full refund or credit;
  - (b) the Supplier will rework, remedy and redeliver the Goods; and/or
  - (c) Allshelter or its nominee may rework or remedy the defective Goods at the Supplier's cost.
- 6.2 All Goods supplied must be (and the Supplier warrants that they are) new (unless otherwise specified in the Purchase Order), of acceptable quality, fit for the purposes for which they are purchased, and free from defects in design and workmanship.
- 6.3 The Supplier must provide Allshelter with (or otherwise ensure that Allshelter receives the full benefit of) all manufacturer warranties for the Goods, and if the Supplier is not the manufacturer it must assign to Allshelter (and to any Principal if required by Allshelter) the benefit of all manufacturer warranties for the Goods.
- 6.4 The Supplier must, as and when directed by Allshelter during the Warranty Period, rectify any defects, errors or deficiencies in the Goods and Services within the time specified in the direction, and the rectification is at the Supplier's risk and cost.
- 6.5 If at any time either Allshelter or the Supplier has a reasonable basis to conclude that any Goods contain a defect which could create a potential safety hazard, unsafe condition or performance deficiency, or are not in compliance with any applicable code, standard or legal requirement, the Supplier will assist Allshelter recalling all affected Goods and resupplying new replacement equivalent Goods at its own cost including any removal, reinstallation and all applicable delivery and freight costs.
- 6.6 Allshelter may set a further Warranty Period with respect to the Goods and Services rectified under clause 6.4

which will be effective from the date of rectification for a period equal to the length of the Warranty Period.

- 6.7 The Supplier is liable for any loss or damage caused by the Supplier while rectifying defects to the Goods and Services.

## 7. SERVICES

- 7.1 If any Services are supplied, the Supplier must:
- (a) carry out the Services professionally and in a timely manner;
  - (b) in undertaking the Services, exercise all proper professional skill, care, attention and judgment which may be expected of a Supplier experienced in providing services similar to the Services;
  - (c) ensure that the Supplier's personnel carrying out the Services have appropriate qualifications and experience and hold any required licences;
  - (d) provide any documents relevant to the Services to Allshelter; and
  - (e) ensure that the Services will be, in every respect, fit for their intended purpose and comply with all requirements of, and to be inferred from, this Agreement.
- 7.2 The Supplier must, at its cost, re-perform all or any part of the Services to rectify any errors or omissions in the Services supplied, including rectifying any errors or omissions in any documents provided as part of the Services.

## 8. COMPLIANCE WITH LAWS AND DIRECTIONS

- 8.1 In performing its obligations under this Agreement, the Supplier must comply with, and must ensure that the Goods and Services comply with, all:
- (a) applicable Laws;
  - (b) certificates, licences, consents, permits, approvals, and requirements of any organisations having jurisdiction in connection with the Goods and Services; and
  - (c) all relevant Australian Standards, guidelines, and codes of practice.
- 8.2 The Supplier must obtain all consents, licences, permits and approvals applicable from time to time in connection with the performance of its obligations under this Agreement and ensure that they remain in full force and effect. The Supplier must provide evidence of such consents, licences, permits and approvals to Allshelter promptly upon request.

## 9. HEALTH, SAFETY AND ENVIRONMENT

- 9.1 Without limiting clause 8.1, the Supplier must:
- (a) comply, and must ensure that its personnel, including its employees, subcontractors and agents, comply, with all laws, standards and codes of practice in respect of work health, safety and environmental matters which apply or may apply to the Goods and Services or the relevant site and any work health, safety and environmental policies, procedures and requirements issued by or on behalf of Allshelter or

any relevant authority to the Supplier from time to time; and

- (b) adopt safe systems of work and take all possible and reasonably practicable steps and measures to eliminate risk to the health and safety of workers and other persons and to avoid and minimise the consequences of work health and safety issues that may affect the supply of Goods and Services.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Supplier grants to Allshelter a non-exclusive, perpetual, irrevocable and payment-free licence to use, adapt and modify (and sub-license others to use, adapt and modify) all Intellectual Property Rights in the Goods and Services to the extent necessary for the use, operation, repair, maintenance, servicing, or upgrade of the Goods and or to enjoy the benefit of the Services.
- 10.2 Unless otherwise expressly stated in this Agreement or agreed by Allshelter writing, Allshelter does not transfer, assign or grant any ownership rights to the Supplier or anyone else in respect of any Intellectual Property Rights.
- 10.3 The placing of a Purchase Order or entering into this Agreement does not entitle the Supplier to use Allshelter's name or trade marks for any purpose.

## 11. INDEMNITY

- 11.1 The Supplier indemnifies, and keeps Allshelter and its personnel indemnified, from and against any liability, loss, claim or expense incurred directly or indirectly as a result of:
  - (a) the Supplier's breach of this Agreement;
  - (b) any claim or proceedings arising from any alleged infringement by Allshelter of the Intellectual Property Rights of any person arising from, or in connection with, the purchase or use of the Goods or the supply of the Services;
  - (c) any breach of Law by the Supplier or any of its personnel;
  - (d) any defective Goods or Services;
  - (e) loss or damage to any property, or injury to or death of any person, caused by the Supplier or any of its personnel;
  - (f) wilful misconduct or any fraudulent, criminal or negligent act or omission of the Supplier or any of its personnel.
- 11.2 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion, or expiry of this Agreement.
- 11.3 It is not necessary for Allshelter to incur expense or to make any payment before enforcing a right of indemnity.
- 11.4 Allshelter's personnel are entitled to the benefit of the indemnities under this clause, which may be enforced by Allshelter on behalf of any of them, and Allshelter holds the benefit conferred by this clause on trust for those persons, jointly and severally.
- 11.5 Notwithstanding any other provision of this Agreement, neither party nor its agents and subcontractors shall be

liable to the other party, its agents and subcontractors, for any Consequential Loss.

## 12. CONFIDENTIALITY

- 12.1 The Supplier must keep confidential, and not directly or indirectly disclose, any Confidential Information, except:
  - (a) to an officer or employee of the Supplier who has a specific need to have access to that Confidential Information and who has been made aware of the terms upon which it has been disclosed to the Supplier;
  - (b) where legally compelled to do so, provided that the Supplier notifies Allshelter prior to the disclosure (unless legally prevented from doing so) and cooperates with Allshelter's reasonable instructions concerning the disclosure including with respect to taking any lawful steps to resist disclosure and maintain the confidentiality of the Confidential Information;
  - (c) where Allshelter has provided its prior written permission; or
  - (d) as otherwise permitted by this Agreement.
- 12.2 The Supplier may only use the Confidential Information for the purpose for which it was disclosed in connection with this Agreement.
- 12.3 The Supplier must take all reasonable steps to ensure that any person to whom it discloses Confidential Information complies with clauses 12.1 and 12.2 as if that other person were the Supplier.
- 12.4 The Supplier must notify Allshelter immediately it becomes aware of any breach of confidentiality regarding Confidential Information and must take all reasonable steps necessary to prevent further unauthorised use or disclosure of that Confidential Information.
- 12.5 The Supplier must, promptly upon reasonable request from Allshelter, return to or destroy as directed by Allshelter the Confidential Information in its possession, custody or control.
- 12.6 This clause survives termination of this Agreement.

## 13. VARIATIONS

- 13.1 The Supplier must not vary a Purchase Order or the Goods or Services without the prior written consent of Allshelter.
- 13.2 Allshelter may, at any time, direct the Supplier to vary a Purchase Order, including the number, type, or specification of the Goods, and to the extent that the Supplier can reasonably comply with that direction, it must do so. The Supplier may notify Allshelter of any reasonable change to the price, delivery date or other details as a result of the requested variation, which may be accepted or rejected by Allshelter. If rejected by Allshelter, the Purchase Order will continue without variation.

## 14. INSURANCE

- 14.1 For Goods supplied, all risks insurance for the full replacement value of the Goods is to be obtained by the

Supplier and is to remain in force up to delivery of the Goods at Allshelter's address shown on the Purchase Order.

- 14.2 The Supplier must maintain a \$20 million public liability insurance policy and a \$5 million professional indemnity insurance policy (where it supplies professional services).
- 14.3 The Supplier must maintain worker's compensation insurance policies as required by Law.
- 14.4 The Supplier must hold all other insurances that may be required under a head contract with a Principal to which Allshelter is a party, as notified by Allshelter to the Supplier.
- 14.5 The Supplier must provide reasonable evidence of all insurances promptly on request by Allshelter.

#### 15. TITLE AND RISK

- 15.1 Title to the Goods free of Encumbrances and all other adverse interests passes to Allshelter upon the later of delivery of the Goods and payment being made for the Goods.
- 15.2 Risk in the Goods passes to Allshelter upon delivery in accordance with these Conditions.

#### 16. WORKING ON ALLSHELTER CUSTOMER SITE (PRINCIPAL)

- 16.1 Where Services are provided by the Supplier at a site or premises of Allshelter or a Principal, the Supplier must observe and comply with all policies and procedures concerning working at that site or premises, and must undertake the necessary inductions and obtain the necessary licences required at its own expense.
- 16.2 The Supplier agrees that it works on any site or premises at its own risk, and indemnifies Allshelter for wilful damage, misconduct and any action prohibited by law while the Supplier or its personnel are on any such site or premises. If the Supplier's employees are suspended or removed from the site or premises, the Supplier indemnifies Allshelter for any associated costs that Allshelter may incur or be charged because of the acts or omissions of the Supplier or its personnel.
- 16.3 If the Supplier is working on a Principal's site, the Supplier must confer with the Allshelter Project Manager in relation to any change of scope requested by the Principal prior to undertaking or giving effect to any such change. Where the Principal requests an immediate action in relation to a health, safety, environmental or industrial incident, the Supplier must comply with Allshelter's and the Principal's directions and advise Allshelter immediately after the incident.
- 16.4 It is the Supplier's sole responsibility to understand the scope of works involved in the Services and to undertake the works as instructed by Allshelter. If the Supplier fails to immediately notify the Allshelter Project Manager of any discrepancy which may incur additional charges then such charges will be a cost borne by the Supplier.
- 16.5 If a Supplier encounters a potential change in scope the Supplier must notify the Allshelter Project Manager in writing within 24 hours of becoming aware of the change. Only once the variation has been agreed in writing by

Allshelter will the variation apply. A variation will not be accepted if it is notified after the work has been completed.

#### 17. TERMINATION

- 17.1 If a party becomes subject to an Insolvency Event, the other party may, by notice to the first party, immediately terminate this Agreement.
- 17.2 If this Agreement is terminated by Allshelter under clause 17.1 or 17.3, the Supplier will be liable for, and indemnifies Allshelter against, any additional costs and expenses incurred by Allshelter in acquiring replacement goods or services for the Goods or Services required to be supplied under this Agreement, and any other direct losses suffered or incurred by Allshelter because of the termination or the events giving rise to the termination.
- 17.3 Allshelter may immediately terminate this Agreement by giving written notice to the Supplier if, in Allshelter's opinion, the Supplier has breached this Agreement and either that breach is incapable of remedy, or the Supplier has failed to rectify that breach after having been given not less than 5 days' notice of:
  - (a) the nature of the breach; and
  - (b) the requirement that the breach be rectified within 5 days after the giving of the notice.
- 17.4 Allshelter may at any time and for any reason (including for its convenience) terminate this Agreement by giving 7 days' written notice to the Supplier. In such event, the Supplier's sole remedy is payment of any outstanding amounts due under this Agreement and an amount for the value of work or services performed in the period between when the last payment claim was submitted and the date that this Agreement was terminated (as determined in accordance with this Agreement). Allshelter is not required to pay for standard stock items that can be reused by the Supplier. Upon termination and payment by Allshelter, all agreed items under this Agreement shall be delivered to Allshelter within 7 days after payment.
- 17.5 Upon termination of this Agreement:
  - (a) Allshelter may elect in its discretion by written notice to the Supplier whether any agreements formed by other outstanding Purchase Orders will be terminated or will continue in effect;
  - (b) within seven days the Supplier must (as directed by Allshelter) return to Allshelter or destroy any and all material in the Supplier's possession or control provided by Allshelter for the purposes of or in relation to this Agreement;
  - (c) Allshelter may, by notice to the Supplier, elect to purchase any Goods or work-in-progress (including any materials developed in the course of providing Services) at any stage of development or manufacture, for reasonable value having regard to the agreed price for the completed Goods or Services;
  - (d) the Supplier must promptly comply with any reasonable request by Allshelter with respect to any



matter reasonably connected with the termination of this Agreement; and

- (e) subject as otherwise provided for in this Agreement (including this clause) and to any rights which have accrued prior to termination, neither party will have any further obligations to the other under this Agreement.

## 18. DISPUTE RESOLUTION

- 18.1 If a dispute arises between the parties out of or in connection with this Agreement, either party may give the other a written notice of the dispute specifying the dispute and the details of the dispute.
- 18.2 Neither party will commence court proceedings (other than for injunctive or other urgent relief) in respect of any such dispute before:
  - (a) a notice under clause 18.1 has been issued; and
  - (b) senior representatives of the parties have met at least once to attempt to resolve the dispute and 20 days have expired since the issue of the notice under clause 18.1;
  - (c) mediation has been terminated under clause 18.4.
- 18.3 If the senior representatives of the parties are not able to resolve the dispute, the parties must refer the dispute for mediation by an agreed independent third party (or if not agreed, a mediator nominated by the then-current President of the Law Society of NSW), and the parties must then mediate the dispute in good faith.
- 18.4 If the dispute has not been resolved within 21 days after the appointment of the mediator, either party may terminate the mediation by notice to the other party and the mediator.

## 19. PRIVACY

- 19.1 The Supplier must ensure that any collection, use and disclosure of any Personal Information in the course of providing Goods and/or Services under this Agreement complies with all applicable Laws in Australia and overseas.
- 19.2 The Supplier must obtain all necessary consents in relation to the collection, use and disclosure of Personal Information required under this clause from the relevant individual.
- 19.3 The Supplier must comply with Allshelter's reasonable directions to assist Allshelter to comply with its obligations under privacy Laws.

## 20. ASSIGNMENT AND SUB-CONTRACTING

- 20.1 Allshelter may assign or novate or otherwise transfer any of its rights or obligations under this Agreement in its absolute discretion.
- 20.2 The Supplier must not, without the prior written consent of Allshelter assign, novate, sub-contract or otherwise transfer any of its rights or obligations under this Agreement or sub-contract any part of the performance of this Agreement.
- 20.3 The Supplier will be liable for all acts and omissions of a subcontractor as if they were the acts and omissions of

the Supplier. To the extent permitted by Law, the operation of any proportionate liability legislation is excluded.

## 21. WAIVER

- 21.1 No waiver by Allshelter regarding a breach of any obligation contained or implied in this Agreement operates as a waiver of another breach of the same or any other obligation contained or implied in this Agreement.

## 22. SEVERANCE

- 22.1 If any provision of this Agreement is unenforceable, illegal or void, or makes this Agreement or any part of it unenforceable, illegal or void, then that provision is severed, and the rest of this Agreement remains in force.

## 23. GOVERNING LAW

- 23.1 This Agreement is governed by the laws of New South Wales and Allshelter and the Supplier agree to irrevocably submit all disputes arising between them to the jurisdiction of the courts of New South Wales.