



The AD Man - Rob Stephenson

STANDARD TERMS AND CONDITIONS OF TRADE

1. Definitions

In the Terms or the Order: -

“Client” and “The Client” means any person, firm, corporation or entity, which purchases or orders Goods or Services from the Supplier or any person, firm, corporation or entity acting on behalf of and with the authority of The Client as described on any quotation, work authorisation or other form as provided by the Supplier to the Client.

“Goods” or “The Goods” means all goods or any other equipment, articles, advice, recommendations or materials described in any invoice, quotation, work authorisation or any forms issued by the Supplier and supplied to, or to be supplied to the Client under an Order.

“Goods and Services Tax” Means the tax created by A New Tax System (Goods and Services Tax) Act 1999 and its associated legislation.

“Insolvent” means: -

(a) In the case of an individual, an application is made to a court for a sequestration order against the person, or the person commits an act of bankruptcy or takes steps to obtain protection, or is granted protection from that person’s creditors under any applicable legislation; or

(b) In the case of a company, an application is made to a court, or an order is made, that company be wound up; an application is made to a court for an order appointing a provisional liquidator or receiver of the company; a meeting is convened or a resolution is passed to appoint an administrator of the company; the company calls a meeting for the purpose of appointing a liquidator; or any of the events described in Sections 459C(2) to 459(f) section 585 of the corporations Act occurs in relation to the company;

(c) In either case, a person or a company entering into a composition, assignment or arrangement with creditors.

“Order” means the agreement resulting from the acceptance by the Client of the Supplier’s offer for Goods or Services, and shall be deemed to include the terms and conditions contained in the Terms, the current prices list of the Supplier, the information on the face of any invoice, and any variations thereof agreed to in writing by the parties.

“PPSA” means the Personal Properties Security Act 2009.

“PMSI” means a purchase money security interest as defined by the PPSA.

“Security interest”, “purchase money security interest”, “attached”, “attachment”, “perfected”, “accession”, “commingled”, and all related terms have the meanings given them by the PPSA.

“Services” or “The Services” means any storage, delivery, maintenance, online website, data processing and storage, software, or other services described in any invoice issued.

“Supplier” and “The Supplier” means Manifested PTY LTD Trading As The AD Man - Rob Stephenson (ABN 29 198 791 748) and all of its associated and subsidiary companies trading under various names

and styles of Client_Address and includes its successors and assigns or any person acting on behalf of and with the authority of Manifested PTY LTD Trading As The AD Man - Rob Stephenson.

“The Terms” means these terms and conditions for the supply of Goods and Services by the Supplier or such other terms and conditions as may be notified in writing by the Supplier to the Client, including those on any invoice, quotation, work authorisation or delivery docket.

2.Contract

An Order contains the whole understanding of the parties relating to the subject matter of the Terms and the Terms cannot be altered or varied without the written agreement of the Supplier. The Terms and the current price list of the Supplier supersede all previous terms and price lists of the Supplier. If any dispute arises over any Order (including any question of identity, authority or any telephone, facsimile, computer or e-mail order) the internal records of the Supplier will be conclusive evidence of what was ordered. Each Order placed shall be and be deemed to be a representation made by the Client at the time that it is solvent and has the present and future ability to pay all of its debts as and when they fall due.

3.Acceptance

The Client shall be deemed to accept the Terms for the purposed of any Order, upon a copy of the Terms being sent or delivered by or on behalf of the Supplier to the Client, and the Client subsequently placing an approval with the Supplier for the Goods or Services. The Postal Acceptance Rule is expressly excluded. The Client's acceptance shall be effective only when its Order is received by the Supplier, irrespective of the means of communicating that acceptance.

4.Representation

The Client represents that they shall not apply, and shall not attempt to apply, terms or conditions inconsistent with, or additional to these Terms to any transaction with the Supplier, without the prior written approval of the Supplier.

5.Price and Terms of Payment

5.1 The Client shall pay the price stated in any invoice of the Supplier and payment of the invoice shall be made by a method of payment approved by the Supplier without deduction or set off.

5.2 All payments due under an Order are to be made in Australian currency free of exchange and shall be made to the Supplier's office in Australia stated on the invoice relating to such Order or, to such other place as may be notified by the Supplier to the Client in writing.

5.3 The Supplier shall invoice the Client upon delivery in the case of Goods and in accordance with the terms of the applicable Order in the case of Services. Unless notified on the face of the quotation, work order, invoice or otherwise in writing by the Supplier payment of the price stated on the invoice shall be made by the Client on or before the last business day of the month following the month in which the invoice was raised (“the due date”). In the event of any discrepancy between the Terms and any terms and conditions of the Supplier appearing on the invoice, the latter shall prevail. Time shall be of the essence in relation to all obligations of the Client to make payment for the Goods or Services.

5.4 If the invoice is not paid by due date:

(a) The Supplier is entitled to suspend all further deliveries of the Goods to the Client or performance of the Services for the Client until payment is made in full on all outstanding invoices; and

(b) The Supplier is entitled to charge interest at the Penalty Interest rate (at a rate of (2.5%) per calendar month or as gazetted from time to time) on all overdue amounts (including late payment charges and amounts other than the price), calculated daily on all monies due but unpaid, such as interest charge to be computed from due date. Payments received from The Client will be credited first against any interest charge and all such charges shall be payable on demand; and

(c) The Supplier is entitled to levy an administration fee if the Client's account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount outstanding up to a maximum of four hundred dollars (\$400.00) shall become immediately due and payable; and

(d) In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by the Supplier; and

(e) The Client will pay or reimburse to the Supplier any costs or expenses incurred by it or its legal advisers, mercantile agents, debt collectors and other parties acting on the Supplier's behalf, in respect of anything instituted or being considered against the Client whether for debt, possession of any products, taking security or otherwise.

(f) The Client understands that information may be exchanged on any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started, and may include notifying other credit providers of a default by the Client, anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

5.5 Subject to Statute, the Goods may only be returned for credit or exchange, no refunds will be made. Custom-made or custom-processed Goods, or Goods acquired specifically for the Client, will only be returnable with Supplier's written consent. Goods may only be returned for credit or exchange within 7 days of date of invoice and must be in saleable condition. At the Supplier's discretion, Goods returned for credit exchange may incur a fee equal to the Supplier's costs of receiving the returned Goods and administration of the transaction, provided however the maximum fee per Order shall be \$300.

5.6 The Supplier shall not under any circumstances be liable for any claim, loss or damage sustained or incurred by the Client or any other party arising in anyway as a result of the performance or non-performance of the Services or the unavailability of the Goods, any delay in delivery of the Goods or any part thereof, or any failure to deliver the Goods or part thereof.

5.7 The Supplier reserves the right at any time to suspend credit or to change credit terms provided to the Client when in the Supplier's sole opinion the financial condition of the Client so warrants. In any such case, in addition to other remedies here in or at law, cash payments or satisfactory security from the Client may be required by the Supplier before dispatch of the Goods or performance of the Service, or the due date for payment by the Client under any Order with the Supplier may be accelerated by the Supplier.

5.8 The Client agrees that, subject to the terms of the Privacy Acts, the Supplier may in its absolute discretion disclose the status of the Client's account to any person or corporation.

5.9 If the Client elects to pay an amount by credit card, the Client agrees that the Supplier is entitled to charge an additional amount to recover costs imposed on the Supplier by the credit card provider, including (but not limited to) merchant fees and account administration fees. The additional amount is:

(a) For payment by American Express and Diners Club, add 3% of the invoice value; or

(b) For payment by other credit cards, add 1% of the invoice value.

6. Security For Payment

6.1 To secure monies owing to the Supplier, the Client agrees on request to charge in favour of the Supplier:

(a) By a fixed charge, all its books of account, financial records, goodwill, documents of title, and current and later acquired real property and intellectual property; and

(b) By a floating charge, the whole of the Client's other undertakings, property and assets; and the Client agrees to do all things necessary to stamp and register such charges.

6.2 To effect the Client's obligations under these Terms, and so far as is necessary to effect the Client's obligations, the Client appoints any solicitor for the Supplier as its attorney in all things.

7.Goods and Services Tax (GST)

Unless otherwise specifically stated, all prices and amounts listed are exclusive of GST. If GST is payable by the Supplier on the supply of goods or services to the Client, the Client will pay the Supplier the price or other amount invoiced plus GST. The Supplier agrees to provide the Client with a tax invoice as required by the GST legislation for amounts to be paid by the Client in accordance with the Supplier's price-list.

8.Deliveries and Storage

8.1 Risk in the Goods passes to the Client upon the earliest of:

- (a) Delivery to the Client or his agent,
- (b) Delivery to a carrier nominated by the Client or by the Supplier on the Client's behalf, and
- (c) Despatch of the invoice for the Goods to the Client.

8.2 Goods delivered to the Client are subject to freight and/or courier charges as determined by the Supplier from time to time and which shall be payable by the Client. Freight and/or courier charges will be included in the invoice for the relevant Order.

8.3 In the event that the Client requests the Supplier to withhold delivery of the Goods or any part thereof, or if delivery is delayed for any other reason as a consequence of the Client's instructions or lack thereof, the Supplier may in its absolute discretion store the Goods for the Client and the Client shall pay the Supplier all storage charges charged or incurred by the Supplier and (if the Goods are stored elsewhere) all cartage and handling charges incurred by the Supplier.

8.4 Notice by the Supplier to the Client that the Goods have been stored in accordance with this clause shall constitute delivery of the Goods.

8.5 The Supplier reserves the right, upon notice to the Client at any time, to withhold deliveries if the Supplier in its sole discretion considers that the financial condition of the Client so warrants and that such action is advisable to protect the Supplier's interests.

8.6 Whether or not risk has passed to the Client, the Supplier shall to the full extent permitted by law be under no liability in respect of any damage caused to, or any deterioration of, the Goods during the course of transit.

8.7 A certificate purporting to be signed by an officer of the Supplier confirming delivery shall be conclusive evidence of delivery, as shall any signed delivery docket.

9.Partial Delivery/Forward Orders

If the Client places any forward order, the Client agrees:

- (a) To pay for so much of any order as is from time to time delivered by the Supplier; and
- (b) That no delay or failure to fulfil any part of any order shall entitle the Client to cancel or vary the Order, or delay or reduce any payment.

10.Packing

Packing will be affected in accordance with the Supplier's standard practice and the cost of packing is included in the price. If the Client requests other packing the Client will bear the cost of such packing.

11.Pallets

11.1 The Client will return all pallets and any other re-useable packaging or delivery material provided by the Supplier and indemnifies the Supplier for the full replacement cost of any, which are not returned to the Supplier promptly and in service able condition.

11.2 The Client agrees to pay the Supplier for any charges incurred in hiring pallets from a third party; from the date of delivery until the date such pallets are returned to the Supplier or are otherwise released from hire.

12. Time

12.1 The obligations of the Supplier shall be suspended during the time and to the extent that the Supplier is prevented from or delayed in complying with those obligations by Force Majeure.

12.2 Force Majeure means circumstances beyond the control of the Supplier which occur without default or negligence of the Supplier including (but not limited to) inevitable accident; storm; flood; fire; earthquake; explosion; peril of navigation; hostility; war (declared or undeclared); insurrection; strike; lockout or other labour difficulty; executive or administrative order, or act (either general or of particular application) of any government (whether de jure or de facto) or of any official purporting to act under the authority of that government; prohibition or restriction by domestic or foreign laws, regulations or policies; quarantine or customs restriction; breakdown; or damage to, or confiscation of, property.

13. Limitation of Liability

13.1 To the extent permitted by law, all statutory and other implied conditions and warranties relating to the supply of the Goods and performance of Services by the Supplier are negated, and the liability of the Supplier pursuant to any provision of legislation of the Commonwealth or any State or Territory, or pursuant to any other potential liability (whether arising from negligence or not) including consequential loss, is limited at the option of the Supplier to: (1) in the case of Goods, the replacement of the Goods or supply of equivalent goods, their repair of the Goods, the payment of the cost of replacing the Goods or acquiring equivalent goods, or the payment of the cost of having the Goods repaired and (2) in the case of Services, the supplying of the Services again or the payment of the cost of having the Services supplied again.

13.2 Except as expressly provided in these Terms, the Supplier shall not be liable to the Client, its servants, agents or contractors for any loss, damage, injury to property or persons (including but not limited to loss of profits or business or other direct, indirect, special, consequential or incidental damages) resulting from, arising out of, or in connection with the acquisition, delivery, re-supply, retaking of possession, installation or use of the goods or cancellation of the Service or any other claim whatsoever arising directly or indirectly out of or in any way attributable to the performance or non-performance of the Goods, Services or Order.

13.3 The Client agrees to check all Goods and Services and for compliance with all applicable standards and regulatory bodies before use, on-sale or application and to use or apply the Goods in accordance with those standards and regulations.

13.4 The Client is liable for and shall indemnify the Supplier and its officers, employees, contractors and agents against any liability, loss, claim, charge, payments made, cost or expense whatsoever, whether arising under contract, statute or common law, incurred or sustained by the Supplier or its officers, employees, contractors and agents in respect of:

(a) Any property damage, loss, or loss of use of any property, including economic and consequential loss arising there from;

(b) Personal injury to, or death of, any person; and

(c) All legal and other costs and expenses incurred by the Supplier by reason of a breach of these Terms, by the Client or arising from the services provided by the Client or to the extent of, or contribution to, any act, matter or thing done, permitted or omitted to be done by the Supplier including its employees or agents or contractors and their employees or agents.

13.5 No dealing between the Supplier and the Client shall be or be deemed to be a sale by sample. The Client warrants that they have assessed the suitability of the Goods and Services for their purpose, and any advice, recommendation, information or representation given or provided by the Supplier as to the quality or performance of the Goods or Services or their suitability for a particular purpose or otherwise in

relation to the Goods or Services shall be accepted by the Client at its own risk and without any liability or responsibility on the part of the Supplier.

14.Taxes

Without limitation to Clause 7, any GST, excise or other tax, impost or duty shall be payable by the Client and the Client shall not deduct any tax, impost or duty from the price payable to the Supplier. Taxes, imposts and duties shall unless stated otherwise in the relevant invoice be added to invoices as separate charges.

15.Price Variation

The Supplier reserves the right from time to time and at any time to vary the price of the Goods or Services the subject of an Order by notice in writing to the Client provided always that upon receipt of that notice the Client may elect at any time within 14 days of the receipt of that notice to terminate the Order and shall notify the Supplier in writing of its election. Within 7 days of receipt of that notice the Supplier has the choice of either accepting the Client's election where upon the Order is terminated or electing to sell the Goods or Services to the Client at the original price which price shall be binding on the Client and the Client's election to terminate the Order shall have no effect.

16.Withdrawal of Quotation

Unless withdrawn by the Supplier, any quotation made by the Supplier is open for acceptance by the Client for 30 days from the date of the quotation or such other period as may be notified from time to time in writing by the Supplier to the Client.

17.Properties and Risk

The Supplier and the Client agree that:

17.1 The property of the Supplier in the Goods remains with the Supplier until the Supplier has been paid in full for the Goods under all individual contracts for the supply of the Goods between the Supplier and the Client.

17.2 The Client is a bailee of the Goods until such time as property in them passes to the Client and that this bailment continues in relation to each of the Goods until the price of the Goods has been paid in full.

17.3 Pending payment in full for the Goods, the Client:

17.3.1 must not supply any of the Goods to any person outside of its ordinary or usual course of business.

17.3.2 must not allow any person to have or acquire any security interest in the Goods.

17.3.3 must insure the Goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Client carries on business.

17.3.4 must not remove, de face or obliterate any identifying plate, mark or number on any of the Goods.

17.4 The Client supplies any of the Goods to any person then until all monies payable by the Client have been paid to the Supplier (and the monies have not been claimed or clawed-back by any person standing in the place of or representing the Client), the Client agrees that:

17.4.1 it holds the proceeds of re-supply of all the Goods on trust for and as agent for the Supplier immediately when they are receivable or are received.

17.4.2 it must either pay the amount of the proceeds or re-supply to the Supplier immediately when they are received or pay those proceeds into an account with a bank or a financial institution or deposit taking institution as trustee for the Supplier.

17.4.3 any accessory or item which accedes to any of the Goods by an act of the Client or any person at the direction or request of the Client becomes and remains the property of the Supplier until the Supplier is paid in accordance with Clause 5.1 when the property in the Goods (including the accessory) passes to the Client;

17.4.4 if the Client fails to pay for the Goods or Services within the period of credit (if any) extended by the Supplier to the Client, the Supplier may recover possession of all the Goods at any site owned, possessed or controlled by the Client and the Client agrees that the Supplier has an irrevocable licence to do so.

17.5 If the Client uses the Goods in some manufacturing or construction process of its own or some third party, then the Client must hold such part of the proceeds of such manufacturing or construction process as relates to the Goods in trust for the Supplier. Such part shall be deemed to equal in dollar terms the amount owing by the Client to the Supplier at the time of receipt of such proceeds.

17.6 If payment of any monies owing is not made by the Client to the Supplier on the due date, the Client must return the Goods to the Supplier on demand. If the Client does not comply with such a demand, the Supplier, its employees and agents are entitled:

(a) To enter the Client's premises at any time to do all things necessary in order to take possession of the Goods and the Client:

(i) Must procure the consent of all other person having any interest in the premises where the Goods are situated to entry of those premises by the Supplier, its employees or agents; and

(ii) Indemnifies the Supplier against any claim, loss, liability, cost and expense that may be incurred or sustained by the Supplier, its employees or agents, as a result of the entry of those premises where the Goods are situated; and

(b) With or without taking possession of the Goods, to sell them as the Supplier sees fit.

17.7 The Client must pay to the Supplier the costs and expenses incurred by the Supplier of legal advisers, mercantile agents and other agents acting on the Supplier's behalf in respect of any enforcement of these Terms and Conditions, or recovery or attempted recovery of either the money owing by the Client to the Supplier or possession of any goods.

17.8 The Client acknowledges that the Goods are not intended to become affixed to any of its premises and must ensure that the Goods may be removed from those premises without causing damage of any kind to the premises.

17.9 The Client's right to hold and sell the Goods will immediately cease if an administrator or a controller within the meaning of section 9 of the Corporations Act or similar officer is appointed to all or any assets or undertaking of the Client; or an order is made or resolution passed for the winding up of the Client; or the Client is deregistered. In any such case, and without the need for notice or demand by the Supplier, the Client acknowledges any sale or purported sale of the Goods will not be in the ordinary course of the Client's business and the proceeds of any Goods sold in such circumstances will be held on trust for the Supplier by the administrator, controller or similar officer as the case may be, or (if there is no such officer) by the Client.

17.10 To effect to the Client's obligations under these Terms, and so far as is necessary to effect the Client's obligations, the Client irrevocably appoints any solicitor for the Supplier as its attorney in all things.

17.11 Any provision of this Clause, which is prohibited or unenforceable in any jurisdiction, is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Clause nor affect the validity or enforceability of that provision in any other jurisdiction.

18. Personal Properties Securities Act 2009

18.1 The Client hereby acknowledges that the Standard Sale Order Terms and Conditions of Trade constitute a security agreement, which creates a security interest in favour of the Supplier in all Goods previously supplied by the Supplier to the Client (if any) and all after acquired Goods supplied by the Supplier to the Client (or for the Client's account) to secure the payment from time to time and at a time, including advances. The Client agrees to grant a "Purchase Money security Interest" to the Supplier.

18.2 The Client gives the Supplier a Security Interest in all of the Client's present and after-acquired property in which Goods supplied or financed by the Supplier have been attached or incorporated.

18.3 The Client acknowledges and agrees that by assenting to these terms the Client grants a security (by virtue of the retention of title clause in these Terms and Conditions of Trade) to the Supplier and all Goods previously supplied by the Supplier to the Client (or Client's account) and these terms shall apply notwithstanding anything express or implied to the contrary contained in the Client's purchase order.

18.4 The Client undertakes to:

(a) Sign any further documents and/or provide any further information (which information the Client warrants to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to enable registration of a financing statement or financing change statement on the Personal Properties Securities Register ("PPSR");

(b) Not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Goods without the prior written consent of the Supplier.

(c) Give the Supplier not less than 14 days' written notice of any proposed change in the Client's name and/or any other changes in the Client's details (including but not limited to changes in the Client's address, facsimile number, email address, trading name or business practice);

(d) Pay all costs incurred by the Supplier in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce the security interest created by these Terms and Conditions of Trade including executing subordination agreements; and

(e) Be responsible for the full costs incurred by the Supplier (including actual legal fees and disbursements on a solicitor and client basis) in obtaining and order pursuant to section 182 of the PPSA.

18.5 The Client waives any rights it may have under sections 115 of the PPSA upon enforcement.

18.6 Pursuant to section 157 of the PPSA, unless otherwise agreed to in writing by the Supplier, the Client waives the right to receive the verification statement in respect of any financing statement or financing change statement relating to the security interest.

18.7 The Client agrees that immediately on request by the Supplier the Client will procure from any persons considered by the Supplier to be relevant to its security position such agreement and waivers as the Supplier may at any time require.

19. Defaults and Termination

19.1 Without prejudice to any of its rights, powers or remedies the Supplier may terminate an Order immediately without any liability to the Client if:

(a) Any payment is not made by the due date or within the time or times specified in the Order.

(b) There is any other breach of the terms and conditions relating to the Order; or

(c) The Client becomes insolvent.

19.2 Upon termination of an Order, the Supplier shall be released from all liability under the Order and all Goods in the Supplier's possession relating to the Order whether paid for by the Client or not shall be forfeited to the Supplier absolutely.

20. Notices

20.1 A notice or other communication required or permitted to be given by a party to another shall be in writing and delivered personally or sent by pre-paid post or facsimile to that party's address or facsimile number stated in an Order or as notified in writing to each party from time to time. Any such notice may be signed by any director, manager or secretary of the Supplier or by any other person authorised by the Supplier.

20.2 A notice or other communication is deemed given if:

(a) Personally delivered, upon delivery;

(b) Mailed, on the expiration of two business days after posting.

(c) Sent by facsimile, on confirmation of successful despatch by the sender machine, or if sent after 1700 hours on a working day, at 0900 hours on the next working day.

21. Intellectual Property

21.1 The Client warrants that any design or instruction furnished to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Client's order. The Client indemnifies the Supplier against any claim, loss, liability, cost and expense that may be incurred by the Supplier as a result of any infringement or unauthorised use of patents, trademarks, designs or copyright arising out of the manufacture or use of the Goods or provision of the Services.

21.2 The sale and purchase of the Goods or provision of Services does not confer on the Client any licence or rights under any patents, trademarks or copyright, which is the property of the Supplier or any other person.

22. The Commonwealth Trade Practices Act 1974 "TPA" and Fair Trading Acts "FTA"

22.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.

22.2 Where the Customer acquires Goods or Services as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.

23. Exclusion of Vienna Convention

The parties expressly agree that the Order shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna in 1980 (known as the Vienna Convention) and that the provisions of the Vienna Convention are expressly excluded.

24. Governing Law

The law of these Terms and any Order is the law of Queensland and Australia. The parties submit themselves to the exclusive jurisdiction of the courts of any State or Territory within Australia, as may be selected by the Supplier in its sole discretion for proceedings in respect of any matter arising here under.

25. Severability

In the event that any of the provisions or conditions of the Terms or any clause or sub-clause of the Terms cannot be given full force or effect by reason of statutory invalidity, uncertainty or otherwise, the said provision or condition, Clause or sub-clause, as the case maybe, which cannot be given full force or effect shall be severed, ignored or read down restrictively to maintain and uphold so far as possible, the remaining conditions and provisions of the Terms.

26.Waiver

The failure of the Supplier to enforce any right or part of any right under the Terms shall not be considered a waiver of that right or part of a right and shall not prevent the Supplier enforcing that right or part of a right in the future.

The AD Man - Rob Stephenson STANDARD TERMS AND CONDITIONS OF TRADE

Summary of Collection Fees in Term and Conditions of Trade

The terms and conditions allow for the following:

- ★ Penalty Interest rate of 2.5% per calendar month on all overdue amounts;
- ★ Administration fee if the account remains overdue after 30 days. A minimum of \$20 or 10% of the amount outstanding, whichever is the greater amount up to a maximum of \$400.00.
- ★ Reimbursement of any costs or expenses incurred for legal advisers, mercantile agents, debt collectors and other parties acting on the Supplier's behalf.