

TERMS & CONDITIONS OF RENTAL AND SUPPLY OF SERVICES

Parties to the Agreement:

(A) **Gravity Media (Australia) Pty Limited**, trading as Gravity Media (ABN 90 081 039 401) situated at Level 4, Broadcast Way, Artarmon, NSW 2064 (together with its assigns, successors in title and affiliates, meaning any company or business entity directly or indirectly controlling, controlled by or under common control with Gravity Media (UK.) Limited from time to time) hereinafter referred to as "the **Supplier**"; and

(B) "The **Customer**" as specified on the Order Acknowledgement Form.

1. Definitions

1.1 "**ACL**" means the Australian Consumer Law Schedule of the Competition and Consumer Act 2010 and its associated Regulations as amended.

1.2 "**Charges**" means those amounts as are specified on the Order Acknowledgement Form without any deduction, set-off, or counterclaim.

1.3 "**Commencement Date**" means the earlier of the date upon which the Equipment is delivered to the Customer or its agents or the date upon which the Equipment is made available for collection by the Customer or its agents, or the commencement of the supply of the Services.

1.4 "**consumer**" is as defined in the ACL and in determining if the Customer is a consumer, the determination is made if the Customer is a consumer under these Terms.

1.5 "**Equipment**" means the equipment specified on the Order Acknowledgement Form together with all replacements and renewals of such equipment and the component parts thereof and all accessories, additions, containers, handbooks and suchlike. References to the Equipment shall (where the context so permits) be construed as including a reference to any component thereof.

1.6 "**GST**" has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999.

1.7 "**Insolvency Event**" means when:

1.7.1 an application or order is made, a resolution is made or proposed or other steps are taken for the winding up, dissolution, official management or voluntary administration of the Customer (other than a voluntary liquidation for the purpose of amalgamation or reconstruction); or

1.7.2 the Customer enters into any arrangement, compromise or composition or assignment for the benefits of its creditors or any class of them; or

1.7.3 the Customer ceases, suspends or threatens to cease or suspend the conduct of its business or disposes of or threatens to dispose of its assets other than in the ordinary course of business; or

1.7.4 the Customer is or is deemed unable to pay its debts as and when they fall due, or stops or suspends the payments of its debts; or

1.7.5 a receiver, a receiver and manager, administration or other officer is appointed to the Customer or any part of the Customer's property, or a third party attempts to levy execution against the Customer's property or the goods or (in the case of the Customer being a natural person), the Customer commits an act of bankruptcy.

1.8 "**Period**" means the period specified on the Order Acknowledgement Form and commencing on the Commencement Date.

1.9 "**Order Acknowledgement Form**" means the document prepared by the Supplier specifying in particular the Equipment, personnel and services, the Charges and the Period.

1.10 "**Services**" means mean any services to be provided including Equipment, personnel, and services as set out in the Order Acknowledgement Form.

2. Supply

2.1 The Supplier agrees to provide to the Customer and the Customer agrees to accept from the Supplier the Services for the Period at the Charges subject to these terms and conditions ("the Terms").

2.2 These Terms shall apply to the supply of Equipment, Personnel and/or Services except where application to one or the other is specified.

3. Conditions of Supply

3.1 The supply of the Services commences on the Commencement Date. At the Commencement Date the Customer shall inspect the

Equipment and the Order Acknowledgement form will be signed by the Customer or by a person authorised on behalf of the Customer.

3.3 Signature of the Order Acknowledgement Form by the Customer or by a person authorised to sign on the Customer's behalf shall constitute acceptance of the Equipment and of the Terms.

4. Charges

4.1 The Customer shall pay to the Supplier during the Period the Charges in the amounts and at the intervals specified in the Order Acknowledgement Form without previous demand or invoice.

4.2 Subject to clause 4.1 above, the Supplier shall (where appropriate) be entitled to invoice the Customer at any time after the Customer has accepted a written quotation of the Supplier or the Supplier has accepted any written order of the Customer, and the Customer shall pay to the Supplier the amount specified on the invoice within 30 days of the Supplier's invoice.

4.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

4.3.1 terminate any supply of Services to the Supplier or suspend the supply of any Services to the Customer;

4.3.2 appropriate any payment made by the Customer in relation to any equipment or services supplied between the Customer and the Supplier towards full or partial payment of amounts due under the Order Acknowledgement Form as the Supplier shall think fit (notwithstanding any purported appropriation by the Customer);

4.3.3 charge the Customer interest at the rate of 4% per annum above the 30 day Bank Bill Rate for the time being of ANZ Bank on all sums which from time to time may be due from the Customer to the Supplier hereunder and remain for the time being unpaid, such interest being calculated from the due date until actual payment compounded monthly and to be payable before as well as after any judgment obtained in respect thereof.

4.4 The time of all payments due shall be of the essence and the Supplier's right to terminate pursuant to clause 4.3.1 shall continue until such time as all overdue amounts (including interest) have been paid in full and shall not be deemed to be waived or otherwise impaired by the Supplier's continuance to supply any Services notwithstanding any breach by the Customer of clause 4.3.1.

4.5 The payment of all sums must be made to the Supplier at the address specified on the Order Acknowledgement Form and payment by post is at the Customer's risk.

4.6 The Customer is solely responsible for the payment of all taxes, charges or other amounts that may be levied in respect of the payment for the Charges or for the delivery of or use of the Equipment or supply of Services and shall indemnify and hold harmless the Supplier against any such amounts which the Supplier is required to pay. Should Customer be required to withhold tax or similar duties, they will pay Supplier an amount such that Supplier receives the Charges net of such taxes and / or duties.

5. Use of the Equipment

5.1 The Customer may use the Equipment for the purposes of its business and for social, domestic and pleasure purposes. The Equipment is not to be used, and the Customer will not permit it to be used, for any purposes for which it is not expressly designed. Further, the Customer will not use or permit the Equipment to be used or operated in a manner contrary to any instruction notified by the Supplier or to any statutory provision or regulation or in any way contrary to law.

5.2 The Customer agrees that it will not:

5.2.1 without the prior consent of the Supplier effect any modification to or make any alterations additions or repair to the Equipment, including the addition, removal or modification of any software or hardware to the supplied systems;

5.2.2 remove or interfere with any identification marks or plates affixed to the Equipment nor attempt or purport to do so nor permit the same;

5.2.3 deface the Equipment nor add any painting, sign writing, lettering or advertising to or on the Equipment.

6. Supply of Services

6.1 The Supplier shall supply the Services to the Customer in accordance with the specification set out in the Order Acknowledgement Form.

6.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order

Acknowledgement Form, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3 The Supplier reserves the right to amend the Services specified in the Order Acknowledgement Form if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

6.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

7. Duties of the Supplier

7.1 In the event of any of the Equipment becoming temporarily unusable (other than as a result of accident, damage, theft or vandalism), the Supplier shall during the Period, endeavour to make available replacement equipment (not necessarily of the same type and age) for collection by the Customer within 48 hours (or so soon thereafter as is practicable) after receipt of notification from the Customer requesting the same. The Supplier may at its own discretion from time to time withdraw any Equipment and substitute other equipment of similar make and type. Save as otherwise expressly provided for any replacement equipment shall be subject to the Terms to the same extent as the Equipment.

7.2 In the event the Equipment is rendered unusable as a result of the Customer breaching clause 5.2.1, then the Supplier may elect to repair or replace the equipment at cost to the Customer.

8. Duties of the Customer

8.1 The Customer shall during the Period:

8.1.1 ensure that the Equipment is operated properly and safely by persons who are competent to operate the same and in accordance with any instructions or guidance issued from time to time by the manufacturer of the Equipment or by the Supplier;

8.1.2 indemnify the Supplier against all fines, penalties and liabilities arising in respect of any non-compliance or contravention of any law or regulation, together with the cost or expense relating thereto incurred by the Supplier;

8.1.3 not take or allow any of the Equipment to be taken out of Australia without receiving prior written authority of the Supplier and, in the event of that the cost of the repair or rectification of any damage to the Equipment resulting from negligence or improper use of the Equipment by the Customer or any person permitted by the Customer to use the Equipment;

8.1.6 pay all costs incurred by the Supplier in respect of the supply and fixing of any accessories, extras or additions which may be required by law or which are fixed to the Equipment at the request of or by the Customer;

8.1.7 take all necessary steps at its own expense to retain and recover possession or control of any Equipment of which the Customer loses control;

8.1.8 permit the Supplier or its authorised representatives at all reasonable times to enter upon any premises where the Equipment may from time to time be to inspect and test the condition of the Equipment;

8.1.9 notify the Supplier of any change in the Customer's address and upon request by the Supplier promptly inform the Supplier of the whereabouts of the Equipment; and

8.1.10 in respect of the condition and maintenance of the Equipment (including any replacement equipment supplied pursuant to clause 7.1 be solely responsible at its own cost for:

- (a) regularly cleaning and maintaining the Equipment;
- (b) subject to clause 5.2.1, promptly repairing damage to the Equipment;
- (c) arranging (where appropriate) the regular servicing of the Equipment and keeping accurate records of the same;

8.1.11 co-operate with the Supplier in all matters relating to the Services;

8.1.12 provide the Supplier, its employees, agents, consultants and subcontractors with access to the Customer's premises, and any other location as reasonably required to provide the Services;

8.1.13 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure the information is complete authority being given, only on such terms as the Supplier deems fit;

8.1.4 collect from and return to the Supplier, or from and to such place as the Supplier shall advise, any replacement equipment made available to the Customer in accordance with clause 7.1 hereof. The

replacement equipment shall be returned within 24 hours after the Customer has been notified by the Supplier that the original Equipment is ready for collection, failing which the Customer will pay additional Charges for the replacement equipment at a rate determined by the Supplier for the period during which the replacement equipment is retained by the Customer;

8.1.5 bear

and accurate in all material respects;

8.1.14 obtain and maintain all necessary licences, permissions and consents as required for the Services before the Commencement Date; and

8.1.15 comply with all local and international law applicable to its operation and use of the Services and Equipment, including but not limited to workplace health and safety laws.

9. Insurance (Dry Hire Only)

9.1 The Customer will throughout the Period, keep the Equipment (including any replacement equipment provided under clause 7.1 above) insured with an insurance company of good repute or with Lloyds underwriters against loss or damage from all risks. The Customer shall notify its insurers that the Equipment is on hire from the Supplier and request the insurers to endorse a note of such interest on the Policy of insurance naming the Supplier as loss payee, shall on demand and before commencement of these Terms show the Supplier the policy of insurance, premium receipts and insurance certificate and shall not use or allow the Equipment to be used for any purpose not permitted by the Terms of the policy of insurance or do or allow to be done anything or act whereby the insurance may be invalidated. If the Customer shall make default in the payment of any premium in respect of the insurance the Supplier may pay such premium in which event the Customer shall repay the amount thereof to the Supplier on demand. The Customer shall indemnify the Supplier against all loss or damage to the Equipment not recoverable under the policy of insurance.

9.2 Where any event or accident shall occur which is a risk covered by the Customer's insurance hereunder the Customer shall immediately notify the Supplier thereof, shall not compromise any claim without the consent of the Supplier, shall allow the Supplier to take over conduct of the negotiations (except in relation to claims by the Customer for personal injuries, loss of use of the Equipment or loss or damage to property unconnected with the Equipment) and shall at the expense of the Customer take such proceedings (in the sole name of the Customer or jointly with the Supplier) as the Supplier shall direct holding all sums recovered, together with any monies received by the Customer under its policy of insurance, on trust for the Supplier and paying or applying the same as the Supplier directs and as herein provided. If any Equipment is declared a total loss, the hire thereof shall terminate. In such event the Supplier shall apply any proceeds of insurance received by it at its option:

9.2.1 towards a replacement of equivalent value which replacement shall be deemed to be included in these Terms for all purposes and the Customer shall continue to be liable for any Charges as if such loss had not taken place, or

9.2.2 in or towards payment to the Supplier of the sum necessary to compensate the Supplier for the loss suffered as a result of the loss of that Equipment.

9.3 The Supplier shall have the right itself to repair or have repaired any Equipment which suffers damage. If the Supplier does not choose to do so the Customer shall be liable to reinstate or repair (subject to clause 5.2.1) at its own expense any of the Equipment which has not become a total loss. In any event, in the case of any damage to the Equipment the Customer shall continue to pay Charges in respect of such Equipment during reinstatement or repair whether by the Supplier or the Customer.

9.4 The Customer will be liable to pay to the Supplier any amount deducted by the insurers by way of excess or in respect of damage caused to the Equipment prior to the date of total loss and (subject to the application of insurance proceeds under clause 9.2.2 above) shall indemnify the Supplier against all and any loss suffered by it in consequence of the total loss of all or any part of the Equipment.

10. General Liability

10.1 The Customer shall be solely responsible for and hold the Supplier fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Supplier as a result of any accident involving

the Equipment (other than death or personal injury resulting from the negligence of the Supplier or its employees or agents).

10.2 Except as the Order Acknowledgement Form specifically states, or as contained in any express warranty provided in relation to the Equipment or Services, the Supplier does not provide the Services and hire the Equipment subject to any term, condition or warranty express implied or statutory in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services or any contractual remedy for their failure and any terms, conditions and warranties are hereby expressly excluded insofar as permitted by law and (save for the Supplier's liability for death or personal injury caused by the negligence of the Supplier or its employees or agents in which event the Supplier's liability shall not be limited) the Supplier will not be responsible for any liability, claims, loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment or its use.

10.3 The Customer shall be solely responsible for and hold the Supplier fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by the Supplier as a result of any breach or default on the part of the Customer in the discharge of its obligations under these Terms.

10.4 Unless the Customer is a consumer, the liability of the Supplier for breach of any non-excludable condition or warranty for the Equipment and services shall be limited to any one or more of the following, as determined by the Supplier at its absolute discretion:

(a) in the case of the Equipment:

- (i) the replacement of the Equipment;
- (ii) the repair of the Equipment;
- (iii) the payment of the cost of replacing the Equipment or acquiring equivalent Equipment;
- (iv) the payment of having the Equipment repaired; and

(b) in the case of services:

- (i) the supply of those services again; and
- (ii) the payment of having those services supplied again.

10.5 If the Customer is a consumer nothing in these Terms restricts, limits or modifies the Customer's rights or remedies against the Supplier for failure of a statutory guarantee under the ACL.

10.6 The Supplier is not liable to the Customer or the Customer's employees, contractors or agents for any direct, indirect, special, incidental or consequential damages of any nature howsoever caused (whether based on negligence or other tort or contract or otherwise) arising directly or indirectly in any way attributable to the performance of these Terms, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.

11. Ownership

11.1 The Equipment shall at all times remain the property of the Supplier and the Customer shall have no rights to the Equipment other than as a mere bailee and the Customer shall not do or permit or cause to be done any matter or thing whereby the rights of the Supplier in respect of the Equipment are or may be prejudicially affected.

11.2 The Supplier may assign and sell its rights under these Terms and its rights in and to the Equipment.

11.3 The Customer does not have the right to pledge the Supplier's credit in connection with the Equipment and agrees not to do so.

11.4 The Customer must not agree, attempt, offer or purport to sell, assign, sub-hire, lend, pledge, mortgage, let on hire, encumber or otherwise part with or attempt to part with the Equipment.

12. PPSA

12.1 In this clause "PPSA" means the Personal Property Securities Act 2009 and any Regulations as amended from time to time.

12.2 For the purposes of this clause the terms used in this clause 12 have the same meaning as contained in the PPSA.

12.3 If the Supplier determines that these Terms are or contain a security interest for the purposes of the PPSA, the Customer must, at its cost and immediately upon the Supplier's request:

12.3.1 do all things reasonably required (including execution of documents) to ensure the Supplier has a continuously perfected security interest (as defined in the PPSA) created in the Equipment pursuant to these Terms. This includes, but is not limited to:

(i) providing details of any item of collateral sufficient to complete registration of the security interest in accordance with the requirements of the PPSA;

(ii) enabling the Supplier to apply for registration of or give any notification in relation to the security interest;

(ii) enabling the Supplier to exercise rights in relation to the security interest; and

12.3.2 procure from any person considered by the Supplier to be relevant to its security position, such agreements and waivers as the Supplier may at any time require to ensure the Supplier attains the highest ranking security possible in respect of the security interest.

12.4 In circumstances where these Terms constitute a PPS Lease, the Customer acknowledges that it is the grantor and the Supplier is the secured party holder of a Purchase Money Security Interest ("PMSI") by virtue of these Terms and the PPSA.

12.5 The Customer must not, except with the express written consent of the Supplier, allow to be, or be liable to become, perfected or attached in favour of any person, a security interest in any of the Equipment, and whether to a provider of new value or otherwise.

12.6 Where permitted by the PPSA, the Customer waives any right to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.

12.7 The Supplier and Customer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA shall apply to these Terms.

12.8 To the extent permitted by the PPSA:

12.8.1 the provisions of Chapter 4 of the PPSA which are for the benefit of the Customer or which place obligations on the Supplier will apply only to the extent that they are mandatory or the Supplier agrees to their application in writing; and

12.8.2 where the Supplier has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

12.9 For the purposes of section 275(6) of the PPSA, the Supplier and Customer agree and undertake that these Terms and any information pertaining to the hire of the Equipment and details of the Equipment shall be kept confidential at all times. Neither party may disclose any information pertaining to these Terms or the hire of the Equipment, except as otherwise required by law or that is already in the public domain.

12.10 The Customer hereby consents and appoints the Supplier to be an interested person and the Customer's authorised representative for the purposes of section 275(9) of the PPSA.

13. Termination

13.1 If the Customer shall fail to pay any Charges or other sum or shall commit a breach of these Terms or any other terms whether express or implied or shall do or allow to be done any act or thing which in the opinion of the Supplier may jeopardise the Supplier's rights in the Equipment or any part thereof, then in each and every such case the Customer shall be deemed to have repudiated these Terms to provide the Services and the Supplier may thereupon or at any time, or otherwise within three months thereafter forthwith terminate the Supply of Services.

13.2 If any of the following events shall occur, namely:

13.2.1 if any distress, execution or other legal process shall be levied on or against the Equipment or any part or against any premises where the same may be against any of the Customer's goods or other property or the Customer permits any judgment against it to remain unsatisfied for seven days; or

13.2.2 if an Insolvency Event occurs, then in each and every such case the provision of any Services shall and without notice terminate and no payment subsequently accepted by the Supplier shall in any way prejudice or affect the operation of this clause.

13.3 Without prejudice to the foregoing, the Supplier at its sole discretion may at any time and without giving any reason by seven days' notice in writing to the Customer for all purposes terminate any agreement to provide Services.

13.4 The Customer shall upon any termination under clauses 4.3.1, 4.4, 13.1, 13.2 or 13.3 above pay to the Supplier:

13.4.1 all arrears of Charges then due and all other sums accrued due and unpaid at the date of termination, together with interest thereon payable under clause 4.3.3 hereof; and

13.4.2 the cost of all repairs required as at the date of termination; and

13.4.3 compensation for the loss suffered by the Supplier as a result of such termination, such loss being determined by the Supplier; and

13.4.4 any other sums which are or become due to the Supplier or to which the Supplier is or may be entitled by way of damages.

13.5 The termination of the supply of Services shall not affect the rights of the Supplier or the liabilities of the Customer subsisting at the date of termination.

13.6 On termination of the supply of the Services howsoever or whenever occasioned or on expiry of the Period, the Customer shall no longer be in possession of the Equipment with the Supplier's consent and shall (unless otherwise agreed with the Supplier) forthwith return the Equipment to the Supplier at such address as the Supplier may direct in good working condition and at the Customer's expense and risk. Without prejudice to the foregoing or to the breach by the Customer of these Terms or any other rights hereunder, the Supplier or its authorised representatives may at any time after such termination or expiry of the Period without notice retake possession of the Equipment and for such purpose may enter upon any premises belonging to or in the occupation or control of the Customer and the Customer shall be responsible for all costs, charges and expenses to be incurred in retaking possession of the Equipment. The Customer agrees to indemnify the Supplier and keep the Supplier indemnified against all costs incurred by the Supplier in removing the Equipment and against all claims against the Supplier in removing the Equipment and arising from such removal. The Customer shall also bear the reasonable costs incurred by the Supplier at any time in ascertaining the whereabouts of the Equipment and/or the Customer.

14. Continuation Payment

14.1 Without prejudice to the provisions of clause 13.6, as from the due expiration of the Period and until such time as the Equipment shall have been returned or where the Equipment is returned damaged the Equipment is duly repaired the Customer shall pay by way of recompense for the continued use of the Equipment and for the Supplier's inability to hire the equipment to other person's, a daily sum (payable in arrears) at the same rate per day (pro rata if the rate in the Order Acknowledgement Form is expressed as other than per day) as the Charges were previously due in respect thereof in addition to any amounts payable by the Customer to the Supplier for the repair of any damaged Equipment pursuant to clause 8.1.5 or for any costs, liabilities, expenses, damages or other loss suffered by the Supplier as a result of the late return of the Equipment and/or the Equipment being returned damaged pursuant to clause 10.3.

14.2 This clause shall not confer upon the Customer any right to the continued use or possession of the Equipment.

15. Goods & Services Tax

All sums due from the Customer to the Supplier shall be increased to include GST at the rate or rates for the time being in force.

16. Supplier's Intervention

If the Customer fails to comply with or commits a breach of any provision of these Terms, the Supplier may without in any way being obliged to do so or responsible for so doing and without prejudice to the ability of the Supplier to treat that noncompliance as an event entitling it to terminate any these Terms to supply the Services, effect compliance on behalf of the Customer whereupon the Customer will become liable to pay immediately any sums expended by the Supplier together with all costs and expenses including legal costs in connection therewith.

17. Force Majeure

17.1 Although the Supplier will use all reasonable endeavours to discharge its obligations under these Terms in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

17.2 Notwithstanding the generality of the force majeure provisions at clause 17.1, the following shall apply in circumstances where the sole or primary source of disruption is Covid-19. The Parties agree that any event or restriction related to an epidemic, pandemic or any other health related crisis, in particular due to Covid-19, which may affect the performance or the supply of the Equipment, shall suspend the Company's obligations, without any liability, costs or penalties that may be incurred by the Company. The Parties shall make every effort in good faith to take all reasonably possible measures to continue the performance of the Contract, and the Contract may only be terminated in the event that the Company determines, at its own discretion, that if it is unable to fulfil its obligations for any such reason related to such epidemic, pandemic or health crisis. To the extent there is a conflict between this clause 17.2 and clause 17.1, the provisions of this clause shall apply.

Forbearance

No forbearance, indulgence or relaxation on the part of the Supplier shown or granted to the Customer in respect of any of the provisions of these Terms shall in any way affect, diminish, restrict or prejudice the rights or powers of the Supplier under these Terms or operate as or be deemed to be a waiver of any breach by the Customer of these Terms.

19. Concurrent Remedies

No right or remedy herein conferred upon or reserved to the Supplier is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing and may be enforced concurrently therewith from time to time.

20. Waiver of Set Off

The Customer hereby waives all and any future claims and rights of set off against any instalment of Charges or any payment due hereunder and agrees to pay the Charges and other amounts hereunder regardless of any equity, set off or cross-claim on the part of the Customer against the Supplier.

21. Notices

All notices or other communications hereunder to any party hereto shall be in writing and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when despatched and proper receipt of successful transmission obtained (in the case of facsimile copy or e-mail) or on the second day following the day of posting (in the case of a posted letter) to such party addressed to it at its address specified on the Order Acknowledgement Form or at such address or at such facsimile or e-mail number as such party may hereafter specify for such purpose by notice in writing.

22. General

22.1 Where there are two or more parties as Customer their liability shall be joint and several. In these Terms and where the context so admits or requires the masculine gender shall include the feminine or neuter (and vice versa) and expressions in the singular shall include the plural.

22.2 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provision in question shall not be affected thereby.

22.3 These Terms shall be governed by the Laws of New South Wales. The Customer irrevocably submits to the exclusive jurisdiction of the Courts of New South Wales and courts of appeal from them.

22.4 The headings in these Terms are for convenience only and shall not affect interpretation.