

Coastech Auto Electrics Pty Ltd – Terms & Conditions of Trade

| | | |
|--|--|---|
| <p>1. Definitions</p> <p>1.1 "CAE" means Coastech Auto Electrics Pty Ltd ATF Vanderstell Family Trust T/A Coastech Auto Electrics Pty Ltd, its assigns or any person acting on behalf of any assignee with the authority of Coastech Auto Electrics Pty Ltd ATF Vanderstell Family Trust T/A Coastech Auto Electrics Pty Ltd.</p> <p>1.2 "Client" means the person buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.</p> <p>1.3 "Goods" means all Goods or Services supplied by CAE to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the purposes of this clause).</p> <p>1.4 "Price" means the Price payable for the Goods as agreed between CAE and the Client in accordance with clause 4 below.</p> <p>2. Acceptance</p> <p>2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.</p> <p>2.2 These terms and conditions may only be amended with CAE's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and CAE.</p> <p>3. Change in Control</p> <p>3.1 The Client shall give CAE not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by CAE as a result of the Client's failure to comply with this clause.</p> <p>4. Price and Payment</p> <p>4.1 At CAE's sole discretion the Price shall be either:</p> <p>(a) as indicated on any invoice provided by CAE to the Client; or</p> <p>(b) as by and to be agreed in writing by CAE and the Client, which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p> <p>4.2 CAE reserves the right to change the Price:</p> <p>(a) in the event that the Client requests a variation to CAE's quotation; or</p> <p>(b) where due to additional works being required due to hidden or undetectable difficulties which are only discovered once the Services have commenced (including but not limited to, availability of machinery, safety considerations, prerequisite work by any third party not completed and/or any variation made in writing or verbally at the request of the Client); or</p> <p>(c) where due to increases to CAE in the cost of Goods, and where such Goods are imported specifically for the Client which may attract additional freight costs, customs charges and/or foreign exchange fluctuations.</p> <p>4.3 At CAE's sole discretion a deposit may be required.</p> <p>4.4 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the dates determined by CAE, which may be:</p> <p>(a) on delivery of the Goods;</p> <p>(b) by way of instalments/progress payments in accordance with CAE's payment schedule;</p> <p>(c) for approved Clients payment shall be thirty (30) days following the date of the invoice;</p> <p>(d) the date specified on any invoice or other form as being the date for payment; or</p> <p>(e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by CAE.</p> <p>4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card or by any other method agreed by the Client and CAE.</p> <p>4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to CAE an amount equal to any GST CAE must pay for any supply by CAE under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p> <p>5. Delivery of Goods</p> <p>5.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:</p> <p>(a) the Client or the Client's nominated carrier takes possession of the Goods at CAE's address; or</p> <p>(b) CAE (or CAE's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.</p> <p>5.2 At CAE's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.</p> <p>5.3 The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then CAE shall be entitled to charge a reasonable fee for redelivery and/or storage.</p> <p>5.4 Any time or date given by CAE to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and CAE will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.</p> <p>6. Risk</p> <p>6.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.</p> <p>6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, CAE is entitled to receive all insurance proceeds payable for the Goods. The Client shall be responsible for the cost of any such insurance. The Client shall be liable to receive the insurance proceeds without the need for any person dealing with CAE to make further enquiries.</p> <p>6.3 If the Client requests CAE to leave Goods outside CAE's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.</p> <p>7. Client's Responsibility & Acknowledgment</p> <p>7.1 The Client acknowledges that CAE can only provide its Services on a vehicle in its current state as supplied to CAE therefore CAE shall not accept any responsibility for the workmanship of any third party that has worked on a Client's vehicle prior to Services being undertaken by CAE (including, but not limited to, poor paintwork or repairs).</p> <p>7.2 CAE, its employees, agents or contractors may test drive or carry out tests of the vehicle at CAE's discretion and may, if requested by the Client, collect or re-deliver the vehicle where nominated by the Client and CAE will not be liable to the Client for any damage which occurs to or is caused by the vehicle during such driving, testing, collection or delivery unless it arises from the reckless or wilful conduct of CAE, its employees, agents, or contractors.</p> <p>7.3 Subject to clause 7.2, neither CAE, nor its employees, agents or contractors will be responsible for the loss of, any damage of any kind whatsoever and howsoever caused to, the vehicle or any property (including, but not limited to the general theory thereof any perishable items) in or upon the vehicle, or any trailer attached thereto and whether such property belongs to the Client or a third party while the same is in the possession or under control of CAE, its employees, agents or contractors and the Client hereby indemnifies CAE against any claim for such loss or damage.</p> <p>7.4 The Client acknowledges and agrees that further terms and conditions will apply to the Client in the event a loan car is required from CAE.</p> <p>7.5 Where the Client has supplied materials for CAE to complete the Services, the Client acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. CAE shall not be responsible for any defects in the Services, any loss or damage to the materials (or any part thereof), howsoever arising from the use of materials supplied by the Client.</p> <p>7.6 Where the Client has left a vehicle with CAE for repair, restoration, or modification or for CAE to perform any other Service in relation to the item, it shall be at the sole risk of the Client. CAE shall not be liable for any loss or damage to any vehicle whilst in the care of CAE. It shall be the responsibility of the Client to ensure the vehicle is adequately insured, or at all (including but not limited to, the perils of accident, fire, theft and burglary and all other usual risks) whilst stored on CAE's premises.</p> <p>7.7 The Client acknowledges that it is the Client's responsibility to remove all personal/valuable items from the vehicle prior to CAE carrying out their Services. CAE shall not be liable in the event of any apparent loss or damage to personal/valuable items left in the vehicle.</p> <p>7.8 Whilst CAE shall endeavour to modify the vehicle to the exact specifications or instructions of the Client, CAE can offer no guarantee that any technique used will provide the exact effect desired by the Client.</p> <p>7.9 If in the opinion of CAE the Client's requests for modifications are in deemed to be unsuitable and unsafe to proceed with, then CAE reserves the right to halt the Services until such time as the Client authorises CAE in writing to proceed with the modifications and accepts that CAE shall not be responsible for any defects in the Services, any loss or damage to the vehicle (or any part thereof), howsoever arising from the modifications instructions supplied by the Client.</p> <p>8. Insurance Claims</p> <p>8.1 If the Client has insurance or other contractual arrangements for the payment of charges due under this contract, this will not affect the Client's personal liability to pay all charges due under this contract, except that the Client's liability will be reduced pro-rata to the extent that payments are made to CAE from other such sources. The Client also agrees that they shall be liable and make payment when due for any insurance excess where necessary.</p> <p>8.2 Any work undertaken by CAE under an insurance claim is undertaken with the understanding that should the claim be declined, or payment of the claim delayed, the Client is liable for payment of the full Price.</p> <p>9. Title</p> <p>9.1 CAE and the Client agree that ownership of the Goods shall not pass until:</p> <p>(a) the Client has paid CAE all amounts owing to CAE; and</p> <p>(b) the Client has met all of its other obligations to CAE.</p> | <p>9.2 Receipt by CAE of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.</p> <p>9.3 (a) until ownership of the Goods passes to the Client in accordance with clause 9.1 that the Client is only a bailee of the Goods and must return the Goods to CAE on request;</p> <p>(b) the Client holds the benefit of the Client's insurance of the Goods on trust for CAE and must pay to CAE the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;</p> <p>(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business at market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for CAE and must pay or deliver the proceeds to CAE on demand;</p> <p>(d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of CAE and must sell, dispose of or return the resulting product to CAE as if so directed;</p> <p>(e) the Client irrevocably authorises CAE to enter any premises where CAE believes the Goods are kept and recover possession of the Goods;</p> <p>(f) CAE may recover possession of any Goods in transit whether or not delivery has occurred;</p> <p>(g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of CAE;</p> <p>(h) CAE may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.</p> <p>10. Personal Property Securities Act 2009 ("PPSA")</p> <p>10.1 In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA.</p> <p>10.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and are created in relation to the Goods that have previously been supplied and that will be supplied in the future by CAE to the Client.</p> <p>10.3 The Client undertakes to:</p> <p>(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which CAE may reasonably require to:</p> <p>(i) register a financing statement or financing charge statement in relation to a Client's security interest in the Personal Property Securities Register;</p> <p>(ii) register any other document required to be registered by the PPSA; or</p> <p>(iii) correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii);</p> <p>(b) indemnify, and upon demand reimburse, CAE for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;</p> <p>(c) not register a financing charge statement in respect of a security interest without the prior written consent of CAE;</p> <p>(d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods in favour of a third party without the prior written consent of CAE;</p> <p>(e) immediately advise CAE of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.</p> <p>10.4 CAE and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the Goods as created by these terms and conditions.</p> <p>10.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.</p> <p>10.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.</p> <p>10.7 Unless otherwise agreed to in writing by CAE, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.</p> <p>10.8 The Client agrees to indemnify and reimburse CAE for all expenses under clauses 10.3 to 10.5.</p> <p>10.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.</p> <p>11. Security and Charge</p> <p>11.1 In consideration of CAE agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client or any other person or in the future to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).</p> <p>11.2 The Client indemnifies CAE from and against all CAE's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising CAE's rights under this clause.</p> <p>11.3 The Client irrevocably appoints CAE and each director of CAE as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Client's behalf.</p> <p>12. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)</p> <p>12.1 The Client must inspect the Goods on delivery and must within thirty (30) days of delivery notify CAE in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification CAE shall immediately investigate and take all reasonable steps to secure the performance of the Goods under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).</p> <p>12.3 CAE acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.</p> <p>12.4 The Client acknowledges that CAE does not warrant or conditions or in respect of the Non-Excluded Guarantees, CAE makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. CAE's liability in respect of these warranties is limited to the fullest extent permitted by law.</p> <p>12.5 If the Client is a consumer within the meaning of the CCA, CAE's liability is limited to the extent permitted by section 64A of Schedule 2.</p> <p>12.6 If CAE is required to replace the Goods under this clause or the CCA, but is unable to do so, CAE may refund any money the Client has paid for the Goods.</p> <p>12.7 If the Client is not a consumer within the meaning of the CCA, CAE's liability for any defect or damage in the Goods is:</p> <p>(a) limited to the value of any express warranty or warranty card provided to the Client by CAE at CAE's sole discretion;</p> <p>(b) limited to any warranty to which CAE is entitled, if CAE did not manufacture the Goods; or</p> <p>(c) otherwise negated absolutely.</p> <p>12.8 Subject to this clause 12.7, returns will only be accepted provided that:</p> <p>(a) the Client is not a consumer within the meaning of the CCA; and</p> <p>(b) CAE has agreed that the Goods are defective; and</p> <p>(c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and</p> <p>(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.</p> <p>12.9 Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, CAE shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:</p> <p>(a) the Client failing to properly maintain or store any Goods;</p> <p>(b) the Client using the Goods for any purpose other than that for which they were designed;</p> <p>(c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;</p> <p>(d) the Client failing to follow any instructions or guidelines provided by CAE;</p> <p>(e) fair wear and tear, any accident, or act of God.</p> <p>12.10 Notwithstanding anything contained in this clause if CAE is required by a law to accept a return then CAE will only accept a return on the conditions imposed by that law.</p> <p>13. Intellectual Property</p> <p>13.1 Where CAE has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of CAE.</p> <p>13.2 The Client warrants that all designs, specifications or instructions given to CAE will not cause CAE to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify CAE against any action taken by a third party against CAE in respect of any such infringement.</p> <p>13.3 The Client agrees that CAE may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which CAE has created for the Client.</p> <p>14. Default and Consequences of Default</p> <p>14.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at CAE's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>14.2 If the Client owes CAE any money the Client shall indemnify CAE from and against all costs and disbursements incurred by CAE in recovering the debt (including but not limited to interest on a judgment, administrative costs on a solicitor and own client basis, CAE's collection agency costs, and bank dishonour fees).</p> <p>14.3 Without prejudice to any other remedies CAE may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions CAE may suspend or terminate the supply of Goods to the Client. CAE will not be liable to the Client for any loss or damage the Client suffers because CAE has exercised its rights under this clause.</p> | <p>14.4 Without prejudice to CAE's other remedies at law CAE shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to CAE shall, whether or not for payment, become immediately payable.</p> <p>(a) any money payable to CAE becomes overdue, or in CAE's opinion the Client will be unable to make a payment when it falls due;</p> <p>(b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or</p> <p>(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.</p> <p>15. Compliance with Laws</p> <p>15.1 The Client and CAE shall comply with the provisions of all statutes, regulations and any other relevant safety standards or legislation that may be applicable to the Services.</p> <p>16. Cancellation</p> <p>16.1 CAE may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time where the Goods are delivered by giving written notice to the Client. On giving such notice CAE shall return to the Client any money paid by the Client for the Goods. CAE shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>16.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by CAE as a direct result of the cancellation (including, but not limited to, any loss of profits).</p> <p>16.3 The Client agrees that production of the Client's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.</p> <p>17. Privacy Act 1988</p> <p>17.1 The Client agrees for CAE to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by CAE.</p> <p>17.2 The Client agrees that CAE may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:</p> <p>(a) to assess an application by the Client; and/or</p> <p>(b) to notify other credit providers of a default by the Client; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or</p> <p>(d) to obtain the creditworthiness of the Client.</p> <p>The Client understands that the information exchanged can include 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.</p> <p>17.3 The Client consents to CAE being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).</p> <p>17.4 The Client agrees that personal credit information provided may be used and retained by CAE and CAE or its related parties (and for other purposes as shall be agreed between the Client and CAE or required by law from time to time):</p> <p>(a) the provision of Goods; and/or</p> <p>(b) the marketing of Goods by CAE, its agents or distributors; and/or</p> <p>(c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or</p> <p>(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or</p> <p>(e) the Client's credit rating or the Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.</p> <p>17.5 CAE may give information about the Client to a credit reporting agency for the following purposes:</p> <p>(a) to obtain a consumer credit report about the Client;</p> <p>(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.</p> <p>The Client agrees that production of the Client's specifications or for non-stockist items may include:</p> <p>(a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);</p> <p>(b) details concerning the Client's application for credit or commercial credit and the amount requested;</p> <p>(c) advice that CAE is a current credit provider to the Client;</p> <p>(d) notice of any overdue accounts, loan repayments, and/or any outstanding monies the Client owes to CAE or to any other person by more than thirty (60) days, and for which debt collection action has been started;</p> <p>(e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;</p> <p>(f) information that, in the opinion of CAE, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);</p> <p>(g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;</p> <p>(h) that credit provided to the Client by CAE has been paid or otherwise discharged.</p> <p>18. Loan Cars</p> <p>18.1 Loan Cars shall at all times remain the property of CAE and are returnable on demand by CAE. In the event that a Loan Car is not returned to CAE in the condition in which it was delivered CAE retains the right to charge the Price of repair or replacement of the Loan Car.</p> <p>18.2 The Loan Car may be used during the period of loan only by the Client and personal named on the front of this form and only if they hold a current driver's licence appropriate for the Loan Car at the time when they are driving the Loan Car.</p> <p>18.3 The Client shall:</p> <p>(a) ensure that all reasonable care is taken in handling and parking the Loan Car and that it is left securely locked when not in use;</p> <p>(b) keep the Loan Car in the Client's own possession and control and shall not assign the Loan Car to any other person or allow the Loan Car to be lent over to the Loan Car;</p> <p>(c) not alter or make any additions to the Loan Car including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Loan Car or in any other manner interfering with the Loan Car;</p> <p>(d) keep the Loan Car, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by CAE to the Client.</p> <p>18.4 The Client shall be liable for any parking or traffic infringement and will supply relevant details as required by the Police and CAE relating to any such parking or traffic infringement and offences, impoundment, towage and storage.</p> <p>18.5 The Client, by signing on the front of this agreement, accepts that they shall be liable to CAE for any loss of or damage to the Loan Car and consequential loss to the full extent of any insurance excess (where applicable) or if the insurance is rendered invalid by any action of the Client, the Client shall be liable in full.</p> <p>18.6 Any excess applied (plus GST) shall be for each and every claim. Window glass damage or breakage also carries a separate excess.</p> <p>19. Unpaid CAE's Rights</p> <p>19.1 Where the Client has left any item with CAE for repair, modification, exchange or for CAE to perform any other Service in relation to the item and CAE has not received or been tendered the whole of any moneys owing to it by the Client, CAE shall have, until all moneys owing to CAE are paid:</p> <p>(a) a lien on the item; and</p> <p>(b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.</p> <p>19.2 The lien of CAE shall continue despite the commencement of proceedings, or judgment for any moneys owing to CAE having been obtained against the Client.</p> <p>20. General</p> <p>20.1 The Client agrees that CAE shall be entitled to enforce these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect CAE's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p> <p>20.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which CAE has its principal place of business, and are subject to the jurisdiction of the Courts of that State.</p> <p>20.3 Subject to clause 12 CAE shall be liable to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by CAE of these terms and conditions (alternatively CAE's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).</p> <p>20.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by CAE nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>20.5 CAE may license or sub-contract all or any part of its rights and obligations without the Client's consent.</p> <p>20.6 The Client agrees that CAE may amend these terms and conditions at any time. If CAE makes a change to these terms and conditions, then that change will take effect from the date on which CAE notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for CAE to provide Goods to the Client.</p> <p>20.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.</p> <p>20.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.</p> |
|--|--|---|

Please note that a larger print version of these terms and conditions is available from CAE on request.