

## Salvo Floors P/L, T/A Salvo Floors & Curtains – Terms & Conditions of Trade

1. **Definitions**
- 1.1 "SFC" means Salvo Floors P/L, T/A Salvo Floors & Curtains, its successors and assigns or any person acting on behalf of and with the authority of Salvo Floors P/L, T/A Salvo Floors & Curtains.
- 1.2 "Client" means the person/s 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.
- 1.3 "Goods" means all Goods or Services supplied by SFC 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 other).
- 1.4 "Equipment" shall mean all Equipment including any accessories supplied on hire by SFC to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by SFC to the Client.
- 1.5 "Price" means the Price payable for the Goods as agreed between SFC and the Client in accordance with clause 4 below.
2. **Acceptance**
- 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 or accepts delivery of the Goods.
- 2.2 These terms and conditions may only be amended with SFC's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and SFC.
3. **Change in Control**
- 3.1 The Client shall give SFC 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 numbers, or business practice). The Client shall be liable for any loss incurred by SFC as a result of the Client's failure to comply with this clause.
4. **Price and Payment**
- 4.1 At SFC's sole discretion the Price shall be either:
  - (a) as indicated on any invoice provided by SFC to the Client; or
  - (b) the Price as at the date of delivery of the Goods according to SFC's current price list; or
  - (c) SFC's quoted price (subject to clause 4.2) which will be valid for the period stated in such quotation or otherwise for a period of thirty (30) days.
- 4.2 SFC reserves the right to change the Price if a variation to SFC's quotation is requested.
- 4.3 At SFC's sole discretion a non-refundable deposit may be required.
- 4.4 At SFC's sole discretion a bond may be required which shall be refunded upon return of the Equipment in a condition acceptable to SFC.
- 4.5 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the dates determined by SFC, which may be:
  - (a) on completion of the Services;
  - (b) before delivery of the Goods;
  - (c) by way of instalments/progress payments in accordance with SFC's payment schedule.
  - (d) the date specified on any invoice or other form as being the date for payment; or
  - (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 SFC.
- 4.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to four percent (4%) of the Price), or by any other method as agreed to between the Client and SFC.
- 4.7 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to SFC an amount equal to any GST SFC must pay for any supply by SFC 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.
5. **Delivery of Goods**
- 5.1 The Client must arrange to personally collect the Goods at SFC's address or arrange for the Goods to be collected by the Client's nominated carrier service. SFC may, on the Client's request, arrange for the Goods to be delivered by SFC or SFC's nominated carrier service, which will be included in the Price.
- 5.2 Delivery ("Delivery") of the Goods is taken to occur at the time that:
  - (a) the Client or the Client's nominated carrier takes possession of the Goods at SFC's address; or
  - (b) if SFC or SFC's nominated carrier delivers the Goods, at the time that the Goods are delivered to the Client's nominated address even if the Client is not present at the address.
- 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 SFC shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 5.4 SFC may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 5.5 Any time or date given by SFC to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and SFC will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.
6. **Equipment Hire**
- 6.1 The Equipment shall at all times remain the property of SFC and is returnable on demand by SFC. In the event that the Equipment is not returned to SFC in the condition in which it was delivered SFC retains the right to charge the Client the full cost of repairing the Equipment. In the event Equipment is not returned at all SFC shall have right to charge the Client the full cost of replacing the Equipment.
- 6.2 The Client shall:
  - (a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to lien over the Equipment.
  - (b) not alter or make any additions to the Equipment including but without limitation altering, making any additions to, defacing or erasing any identifying mark, plate or number or on the Equipment or in any other manner interfere with the Equipment.
  - (c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by SFC to the Client.
- 6.3 The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self insure, SFC's interest in the Equipment and agrees to indemnify SFC against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
7. **Risk**
- 7.1 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.
- 7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, SFC is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by SFC is sufficient evidence of SFC's rights to receive the insurance proceeds without the need for any person dealing with SFC to make further enquiries.
- 7.3 If the Client requests SFC to leave Goods outside SFC'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.
8. **Timber Risk**
- 8.1 Timber is a natural product and as such may exhibit variations in texture, shade, colour, surface, finish, markings, veining, and contain natural fissures, occlusions, and indentations. Whilst SFC will make every effort to match sales samples to the finished Goods SFC accepts no liability whatsoever where such samples differ to the finished Goods supplied.
- 8.2 Timber is a hygroscopic material subject to expansion and contraction, therefore SFC will accept no responsibility for gaps that may appear in the flooring during prolonged dry periods.
- 8.3 The Client acknowledges that Goods supplied may:
  - (a) fade or change colour over time; and
  - (b) expand, contract or distort as a result of exposure to heat, cold, weather; and
  - (c) mark or stain if exposed to certain substances; and
  - (d) be damaged or disfigured by impact or scratching.
- 8.4 SFC will not accept responsibility for any damage to the floor due to microenvironments caused by air-conditioning, heating or large expanses of glass windows without curtains or blinds.
- 8.5 Whilst SFC will take all due care to avoid contamination of the finished surface, SFC accepts no responsibility for contamination by natural contaminants such as dust or hair which may be present in the work area.
- 8.6 SFC will not accept responsibility for any damage to a timber floor from a standing position, as this is generally how you will be living on it. Minor marks or slight imperfections in the floor finish that can only be viewed from a crouching or kneeling position will not be considered defects.
9. **Carpet Risk**
- 9.1 The Client acknowledges and accept that:
  - (a) whilst carpet manufacturers make every effort to match dye lots, colours or shade may vary between batches of product and/or between sales samples and actual product supplied; and
  - (b) carpet manufacturers cannot guarantee to produce perfectly uniform patterned product, therefore there is no guarantee that patterned product will match perfectly when installed; and
  - (c) the installation process for carpet may require seams and cross-joins and that the appearance of these may be affected by light source and in particular the construction of the chosen product.
10. **Clients Responsibilities**
- 10.1 It is the Client's responsibility to;
  - (a) have all areas clean and clear to enable scheduled work to be completed in accordance with the schedule of installation; and
  - (b) remove all existing floor coverings, tacks and staples; and
  - (c) fully disclose any information that may affect SFC's installation procedures (including, but not limited to, disclosing known breaks or tears in the membrane, extensions of existing slabs, thickened slabs, curing compounds that may have been used or the use of concrete over 25mpa); and
  - (d) ensure the sub-floor is adequately ventilated and is structurally sound; and
  - (e) ensure that the levels of a sub-floor are satisfactory as the floor coverings can only follow the contours of the sub-floor and will not correct unevenness; and
  - (f) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakage and damages are the responsibility of the Client. All care taken but no responsibility accepted by SFC in this regard; and
  - (g) provide adequate dustsheets to protect the Client's furniture and décor. SFC will not accept any responsibility for cleaning or repair costs attributed to dust or damage caused by any sanding process. Flaking or crumbling walls should be temporarily covered by the Client until the coatings are dry; and
  - (h) extinguish all naked flames prior to coating including but not limited to pilot lights heaters etc; and
  - (i) supply power to within 8 metres of the project; and
  - (j) ensure that full and final lighting as designed for the completed project is fully operational prior to sanding work commencing, and is made available for use at no cost for the duration of the project. Any costs incurred by SFC will be invoiced to the Client should this requirement not be met; and
  - (k) make the premises available on the agreed date and time. If installation is interrupted by the failure of the Client to adhere to the installation schedule agreed to between SFC and the Client, any additional costs will be invoiced to the Client as an extra.
  - (l) SFC is not insured to remove furniture or fittings and will not do so, nor is SFC licensed to move gas or electrical appliances.
11. **Hidden Mains & Services**
- 11.1 Prior to SFC commencing the Works the Client must advise SFC of the precise location of all underground services on the site and clearly mark the same. The underground services and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, plumbing services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- 11.2 Whilst SFC will take all care to avoid damage to any underground services the Client agrees to indemnify SFC in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 11.1.
12. **Title**
- 12.1 SFC and the Client agree that ownership of the Goods shall not pass until:
  - (a) the Client has paid SFC all amounts owing to SFC; and
  - (b) the Client has met all of its other obligations to SFC.
- 12.2 Receipt by SFC 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.
- 12.3 It is further agreed that:
  - (a) until ownership of the Goods passes to the Client in accordance with clause 12.1 that the Client is only a bailee of the Goods and must return the Goods to SFC on request.
  - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for SFC and must pay to SFC the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
  - (c) the Client must not sell, dispose of, or otherwise part with possession of the Goods other than in the ordinary course of business and for 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 SFC and must pay or deliver the proceeds to SFC on demand.
  - (d) the Client should not convert or process the Goods or intermix them with other goods except if the Client does so then the Client shall indemnify SFC for the loss of the benefit of SFC and must sell, dispose of or return the resulting product to SFC as it so directs.
  - (e) the Client irrevocably authorises SFC to enter any premises where SFC believes the Goods are kept and recover possession of the Goods.
  - (f) SFC may recover possession of any Goods in transit whether or not delivery has been made.
  - (g) the Client shall not charge or grant an encumbrance over the Goods nor grant otherwise give away any interest in the Goods while they remain the property of SFC.
  - (h) SFC may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
13. **Personal Property Securities Act 2009 ("PPSA")**
- 13.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 13.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a written agreement for the purposes of the PPSA and create a security interest in all Goods that have previously been supplied and that will be supplied in the future by SFC to the Client.
- 13.3 The Client undertakes to:
  - (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 SFC may reasonably require to:
    - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
    - (ii) register any other document required to be registered by the PPSA; or
    - (iii) correct a defect in a statement referred to in clause 13.3(a)(i) or 13.3(a)(ii);
  - (b) indemnify, and upon demand reimburse, SFC for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby; and
  - (c) register a financing change statement in respect of a security interest without the prior written consent of SFC;
  - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of SFC;
  - (e) immediately advise SFC 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.
- 13.4 SFC and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 13.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 13.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 13.7 Unless otherwise agreed to in writing by SFC, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 13.8 The Client must unconditionally ratify any actions taken by SFC under clauses 13.3 to 13.5.
- 13.9 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.
14. **Security and Charge**
- 14.1 In consideration of SFC 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 either now 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 monies owing).
- 14.2 The Client indemnifies SFC from and against all SFC's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising SFC's rights under this clause.
- 14.3 The Client irrevocably appoints SFC and each director of SFC as the Client's true and lawful attorney to perform any and all acts necessary to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Client's behalf.
15. **Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**
- 15.1 The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify SFC 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 the Client must allow SFC to inspect the Goods.
- 15.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantee under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).
- 15.3 SFC acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 15.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, SFC makes no warranties or other representations under these terms and conditions relating but not limited to the quality or suitability of the Goods. SFC's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 15.5 If the Client is a consumer within the meaning of the CCA, SFC's liability is limited to the extent permitted by section 64A of Schedule 2.
- 15.6 If SFC is required to replace the Goods under this clause or the CCA, but is unable to do so, SFC may refund any money the Client has paid for the Goods.
- 15.7 If the Client is not a consumer within the meaning of the CCA, SFC's liability for any defect or damage to the Goods is:
  - (a) limited to the value of any express warranty or warranty card provided to the Client by SFC in SFC's sole discretion;
  - (b) limited to any warranty to which SFC is entitled, if SFC did not manufacture the Goods;
  - (c) otherwise negated absolutely.
- 15.8 Subject to this clause 15, returns will only be accepted provided that:
  - (a) the Client has complied with the provisions of clause 15.1; and
  - (b) SFC has agreed that the Goods are defective; and
  - (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
- (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 15.9 Notwithstanding clauses 15.1 to 15.8 but subject to the CCA, SFC shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
  - (a) the Client failing to properly maintain or store any Goods;
  - (b) the Client using the Goods for any purpose other than that for which they were designed;
  - (c) the Client continuing to use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
  - (d) the Client failing to follow any instructions or guidelines provided by SFC; or
  - (e) any wear and tear, any accident or act of God.
- 15.10 SFC may in its absolute discretion accept non-defective Goods for return in which case SFC may require the Client to pay handling fees of up to twenty-five percent (25%) of the value of the returned Goods plus any freight costs.
- 15.11 Notwithstanding anything contained in this clause if SFC is required by a law to accept a return then SFC will only accept a return on the conditions imposed by that law.
16. **Intellectual Property**
- 16.1 Where SFC has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of SFC.
- 16.2 The Client warrants that all designs, specifications or instructions given to SFC will not cause SFC to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify SFC against any action taken by a third party against SFC in respect of any such infringement.
- 16.3 The Client agrees that SFC may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which SFC has created for the Client.
17. **Default and Consequences of Default**
- 17.1 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 SFC's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 17.2 If the Client owes SFC any money the Client shall indemnify SFC from and against all costs and disbursements incurred by SFC in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, SFC's collection agency costs, and bank dishonour fees).
- 17.3 Without prejudice to any other remedies SFC may have, if at any time the Client is in breach of SFC to infringe any patent, registered design or trademark (under these terms and conditions SFC may suspend or terminate the supply of Goods to the Client. SFC will not be liable to the Client for any loss or damage the Client suffers because SFC has exercised its rights under this clause.
- 17.4 Without prejudice to SFC's other remedies at law SFC shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to SFC shall, whether or not due for payment, become immediately payable if:
  - (a) any money payable to SFC becomes overdue, or in SFC's opinion the Client will be unable to make a payment when it falls due;
  - (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 creditors; or
  - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
18. **Compliance with Laws**
- 18.1 The Client shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
- 18.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.
- 18.3 The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
19. **Cancellation**
- 19.1 SFC may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice SFC shall pay to the Client any money paid by the Client for the Goods. SFC shall not be liable for any loss or damage whatsoever arising from such cancellations or delays.
- 19.2 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 SFC as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 19.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
20. **Privacy Act 1988**
- 20.1 The Client agrees for SFC to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by SFC.
- 20.2 The Client agrees that SFC 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:
  - (a) to assess an application by the Client; and/or
  - (b) to notify other credit providers of a credit provided to the Client; and/or
  - (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
  - (d) to assess the creditworthiness of the Client.
- 20.3 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.
- 20.4 The Client consents to SFC being given a consumer credit report to collect overdue payment on commercial credit (Section 18k(1)(h) Privacy Act 1988).
- 20.5 The Client agrees that personal credit information provided may be used and retained by SFC for the following purposes (and for other purposes as shall be agreed between the Client and SFC or required to be exchanged under the Privacy Act 1988):
  - (a) the provision of Goods; and/or
  - (b) the marketing of Goods by SFC, its agents or distributors; and/or
  - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
  - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
  - (e) enabling the daily operation of the Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.
- 20.6 SFC may give information about the Client to a credit reporting agency for the following purposes:
  - (a) to obtain a consumer credit report about the Client;
  - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 20.7 The information given to the credit reporting agency may include:
  - (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
  - (b) details concerning the Client's application for credit or commercial credit and the amount requested;
  - (c) advice that SFC is a current credit provider to the Client;
  - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than thirty (30) days, and for which debt collection action has been taken;
  - (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;
  - (f) information that, in the opinion of SFC, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
  - (g) any credit information drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
  - (h) that credit provided to the Client by SFC has been paid or otherwise discharged.
21. **General**
- 21.1 The Client by SFC to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect SFC'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.
- 21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales. SFC has its principal place of business, and are subject to the jurisdiction of the court of Griffith.
- 21.3 Subject to clause 15 SFC shall be under no liability whatsoever 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 SFC of these terms and conditions (alternatively SFC's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods and which SFC has agreed to pay to the Client).
- 21.4 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 SFC nor to withhold payment of any invoice because part of that invoice is in dispute.
- 21.5 SFC may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 21.6 The Client agrees that SFC may amend these terms and conditions at any time. If SFC makes a change to these terms and conditions, then that change will take effect from the date on which SFC notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for SFC to provide Goods to the Client.
- 21.7 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.
- 21.8 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 enforceable obligations on the Client.

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