

TERMS AND CONDITIONS OF SUPPLY

1. Definitions

In these Terms, unless the contrary intention appears:

- (a) **ACL** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.
- (b) **Business Day** means a day that is not a Saturday, Sunday or public holiday in the place where the Services are principally being carried out or the Goods are provided.
- (c) **Customer** means the person identified on the Trade Supply Account application and includes the Customer's employees, agents and permitted assigns.
- (d) **Goods** means all goods supplied by Wolters to the Customer (and where the context permits will include any supply of Services) and as are described on the invoice, quote, sales order, or any other forms as provided by Wolters to the Customer.
- (e) **Loss** includes, but is not limited to, costs (including party to party legal costs and Wolters' legal costs), expenses, lost profits, award of damages, personal injury and property damage.
- (f) **Made-To-Order Goods** means Goods manufactured upon receipt of a Customer Order and includes custom Goods manufactured in accordance with a Customer provided design or drawing.
- (g) **Order** means an order for Goods or Services placed by a Customer and as varied in writing from time to time by the parties.
- (h) **PPS Law** means:
 - (i) the Personal Property Securities Act 2009 (Cth) ("**PPSA**") and any regulation made at any time under the PPSA (each as amended from time to time); and
 - (ii) any amendment made at any time to any other legislation as a consequence of the PPSA.
- (i) **Quote** means a written description of the Goods or Services to be provided and an estimate of Wolters' charges for the performance of the required work.
- (j) **Services** means any services performed by Wolters, including delivery and installation of Goods.
- (k) **Terms** means these terms and conditions.
- (l) **Trade Supply Account** means a Pay As You Go Trade Cash Account or a Commercial Trade Credit Account, whichever account the Customer has applied for.
- (m) **Website** means www.wolters.com.au
- (n) **Wolters** means Wolter Steel Co. Pty. Ltd. (ABN: 83 007 166 618).

2. Supply on Trade Supply Account

- (a) Wolters will not supply Goods or Services under a Trade Supply Account until the Customer has submitted an application in the approved form to Wolters, and Wolters has approved such application in its sole discretion.
- (b) These Terms apply to all transactions between the Customer and Wolters relating to the provision of Goods and Services. This includes all Quotes, Orders, contracts and variations. These Terms take precedence over any terms and conditions contained in any document of the Customer or elsewhere.
- (c) These Terms are subject to change without notice. The variation or waiver of a provision of these Terms or a party's consent to a departure from a provision by another party is ineffective unless in writing signed by the parties.
- (d) Wolters may in its absolute discretion refuse to provide Goods or Services where:
 - (i) Goods are unavailable for any reason whatsoever;
 - (ii) credit limits cannot be agreed upon or have been exceeded; or
 - (iii) payment for Goods or Services previously provided to the Customer or any related corporation of the Customer or to any other party who is, in the reasonable opinion of Wolters, associated with the Customer under the same or another supply contract, has not been received by Wolters.
- (e) Any Trade Supply Account that has been dormant or unused for more than 6 months will be closed. A new Trade Supply Account application will need to be completed to open a new Trade Supply Account.
- (f) If the Customer notifies Wolters of a change of name, address or directors/partners, they will be required to complete a new Trade Supply Account application before placing any Orders.
- (g) Wolters shall not be liable to the Customer for any Loss or damage resulting from any action under this clause.

3. Payment

- (a) Wolters may issue an invoice to the Customer in either of the following ways:
 - (i) prior to supplying the Goods or Services, for an amount equal to a proportion or the whole of the amount of the Quote or, if no Quote was provided, the Order (the proportion to be calculated at Wolters' discretion) and require that invoice be paid in advance of any Goods or Services being provided or Order being fulfilled; or
 - (ii) upon completion of the supply of the Goods or Services or any time after such completion, for an amount equal to the Quote or the balance of the Quote outstanding, and any amount not previously invoiced or, if no Quote was provided, for an amount representing Wolters' charge for the work performed in completing the Order.
- (b) The amount payable by the Customer will be the amount set out in the invoice. This will be calculated as:
 - (i) the amount for the Goods or Services (or both) as set out in the Quote; or

- (ii) where no Quote has been provided by Wolters, Wolters' usual charges for the Goods or Services (or both) as may be described in an Order and which may be updated from time to time.
- (c) Wolters reserves the right at its sole discretion to vary payment terms prior to accepting any Order or in response to a request to vary of an Order.
- (d) Payments made by credit card may be subject to a service fee.
- (e) Wolters reserves the right at its sole discretion to take any or all of the following actions against the Customer in respect of its failure to pay any invoice due in accordance with this clause 3:
 - (i) withhold supply and dispose of Goods the subject of an Order and held by Wolters;
 - (ii) charge interest at a rate of 15% per annum against all overdue accounts. Such interest is to be charged and debited to the Customer's account at the monthly rate of 1.25% on the overdue balance at that time. The Customer acknowledges and agrees that this rate represents a genuine pre-estimate of Losses suffered by Wolters in managing overdue accounts;
 - (iii) institute legal action for recovery of outstanding costs. All costs and expenses incurred by Wolters associated with collecting overdue amounts (including, without limitation, legal or other debt collection fees and Wolters's internal costs and expenses) are to be paid by the Customer as a debt due and payable under these Terms; and
 - (iv) terminate the Trade Supply Account.
- (f) Wolters shall not be liable to the Customer for any Loss or damage resulting from any action under sub-clause 3(e).
- (g) Customer may only dispute an issued invoice if it contains an error. Any such error must be raised within 7 days of the invoice date. The Customer must pay any undisputed portion of the invoice in accordance with these Terms.
- (h) Wolters may in its complete discretion apply any payment received from the Customer to any amount owing by the Customer to Wolters.
- (i) The Customer is not entitled to retain any money owing to Wolters regardless of any default or alleged default by Wolters of these Terms, including (but not limited to) the supply of faulty or defective Goods, provision of Services to an inadequate standard or a delay in the provision of Goods or Services. Nothing in this clause 3(i) affects the Customer's rights for any alleged failure of a consumer guarantee under the ACL.
- (j) These Terms constitute a construction contract for the purposes of the *Building and Construction Industry Security of Payment Act 2002* (VIC) (the "**Building and Construction Act**") and any invoice issued in accordance with these Terms is a payment claim made under the Building and Construction Act.
- (k) The Customer and Wolters agree to comply with their obligations in relation to Goods and Services Tax (GST) under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other applicable legislation governing GST.

4. Title, Risk and PPS Law

- (a) Risk in Goods passes to the Customer immediately upon delivery. Property and title in Goods supplied to the Customer under these Terms do not pass to the Customer until all money due and payable by the Customer to Wolters has been fully paid (including money owing in respect of other transactions between Wolters and the Customer).
- (b) All capitalised terms used but not defined within these Terms or this clause 4 shall have the respective meanings given to them in the PPS Law.
- (c) The Customer charges all of the Customer's present and after-acquired property (and proceeds thereof) with the obligations of the Customer under these Terms to Wolters, and in doing so the Customer grants Wolters a security interest in (and Wolters takes a security interest in) all of the Customer's present and after-acquired property (and proceeds thereof).
- (d) The Customer acknowledges and agrees that these Terms, and any subsequent agreements are an accepted and adopted Security Agreement between Wolters and the Customer for the purposes of the PPS Law, and that a Security Interest exists in all Goods (and their proceeds). This Security Agreement between the parties includes any arrangements documented by emails or information or documents exchanged electronically.
- (e) In ordering Goods or Services from Wolters, the Customer is deemed to have accepted this Security Agreement and any later amendments that may arise.
- (f) Where Goods or Services are supplied by Wolters to the Customer without payment in full, the Customer:
 - (i) is a bailee of the Goods until property in them passes to the Customer and keeps the Goods in a fiduciary capacity for Wolters;
 - (ii) irrevocably appoints Wolters to be its attorney to do all acts and things necessary to ensure the retention of title to Goods including the registration of any security interest in favor of Wolters with respect to the Goods under applicable law;
 - (iii) must be able upon demand by Wolters to separate and identify as belonging to Wolters the Goods supplied by Wolters from other goods which are held by the Customer; and
 - (iv) must not allow any person to have or acquire any security interest in the Goods.
- (g) The Customer acknowledges that the Security Interest over Goods or their proceeds arising under these Terms as and where applicable may be a Purchase Money Security Interest ("**PMSI**").
- (h) Where Goods or Services are supplied by Wolters to the Customer without payment in full of all moneys payable in respect of the Goods and any Services provided by Wolters in respect of those Goods, and:
 - (i) the Customer makes a new object from the Goods, whether finished or not;
 - (ii) the Customer mixes the Goods with other goods; or

(iii) the Goods become part of other goods (“**New Goods**”),

the Customer agrees with Wolters that the ownership of the New Goods immediately passes to Wolters. The Customer will hold the New Goods on trust for Wolters until payment of all sums owing to Wolters whether under these Terms or any other contract have been made. Wolters may require the Customer to store the New Goods in a manner that clearly shows the ownership of Wolters.

- (i) For the avoidance of doubt, under clause 4(h), the ownership of the New Goods passes to Wolters at the beginning of the operation or event by which the Goods are converted into, are mixed with or become part of other goods.
- (j) Despite clause 4(i), the Customer may transfer, sell or dispose of Goods, including New Goods, to a third party in the ordinary course of business. This is provided that:
 - (i) where the Customer is paid by a third party in respect of Goods including New Goods, the Customer holds the whole of the proceeds of sale, less any GST, on trust for Wolters in a separate account, until all amounts owed by the Customer to Wolters have been paid; or
 - (ii) where the Customer is not paid by a third party, the Customer agrees to assign all of its rights against the third party to Wolters upon Wolters giving the Customer notice in writing to that effect and for the purpose of giving effect to that assignment the Customer irrevocably appoints Wolters as its attorney.
- (k) Any time the Customer makes a payment to Wolters, irrespective of whether the payment is made under or in connection with these Terms, Wolters may apply that payment:
 - (i) first, to satisfy an obligation that is not secured;
 - (ii) second, to satisfy an obligation that is secured, but not by a PMSI;
 - (iii) third, to satisfy an obligation that is secured by a PMSI for that obligation and using proceeds from the sale of the Goods subject to that PMSI; and
 - (iv) fourth, to satisfy an obligation that is secured by a PMSI using funds or proceeds from any source.
- (l) The Customer will notify Wolters immediately in writing if the Customer changes its name or address for service, contact details or if there are any changes required under the PPSA in respect of these Terms.
- (m) The Customer agrees that sections 95, 120, 121(4), 125, 128, 129, 130, 132, 134, 135, 142, 143 and 157 of the PPSA will not apply to the enforcement of those Security Interests.
- (n) The Customer agrees that Wolters is entitled to exercise the rights contained in the PPSA to enter any premises where the Goods delivered by Wolters are located and take possession of the Goods or New Goods, where the Goods or Services provided by Wolters remain unpaid, without being responsible for any damage caused in doing so. The Customer agrees to indemnify and keep Wolters indemnified in respect of any claims, actions and costs that may arise against Wolters in relation to the removal, repossession and sale of the Goods or New Goods pursuant to these Terms including any claims brought by third parties.

5. Quotes and Orders

- (a) Quotes are valid for fourteen (14) days from the date of the Quote unless otherwise agreed by Wolters in writing.
- (b) Prices are subject to change without notice and Goods and Services will be quoted in accordance with the price applicable at the date of Quote or, if no Quote was provided, the Order. Any references to retail prices are recommendations only and there is no obligation to comply with any recommended prices.
- (c) Upon request, Wolters may provide the Customer with a Quote. Any Quote issued by Wolters is an estimate only and is subject to change prior to acceptance by Wolters of an Order.
- (d) Unless otherwise expressly agreed in writing, a Quote or Order does not include delivery or installation of the Goods.
- (e) The Customer may issue an Order on the basis of a Quote by sending a written order request to Wolters or otherwise by asking Wolters to commence supply of Goods or performance of Services.
- (f) Issuance of an Order by the Customer indicates the Customer’s consent to these Terms.
- (g) All Orders are subject to acceptance by Wolters. Special conditions may be added to any Quote or Order at the sole discretion of Wolters.
- (h) Wolters takes no liability for any errors in a Quote or Order confirmation and the Customer must review the Quote or Order confirmation prior to acceptance to ensure the Goods or Services are clearly and accurately identified. Wolters will supply Goods or Services only in accordance with the specification, Quote or Order confirmation issued by Wolters.
- (i) Where the Customer is required to, or does, provide Wolters with additional information in relation to the Goods or Services in an Order, any pricing supplied by Wolters in relation to those Goods or Services will not be firm and the Order will be deemed to have been received on the date that all required information is provided to Wolters. For the avoidance of doubt, Wolters may revise its pricing until an Order with all required information is provided and accepted by Wolters.
- (j) An indication in a Quote of the lead time for the provision of the Goods or Services is an estimate only. Subject to any obligations in respect of consumer guarantees under the ACL, this estimate is not binding upon Wolters.
- (k) Once accepted by Wolters, an Order cannot be cancelled by the Customer without the prior written consent of Wolters. The Customer indemnifies Wolters against any Losses incurred by Wolters as a result of breach of this clause 5(k). This includes, but is not limited to, loss of profit from other orders foregone as a result of the scheduling of the Order which is subsequently cancelled.
- (l) Where the Customer elects to collect the Goods, the Customer will be notified when Goods are available for collection. The Customer is responsible for ensuring the Goods are collected within 7 days of the notice (the “**Collection Period**”). Failure to

collect the Goods within the Collection Period may result in storage fees being charged to the Customer which become a debt due and payable under these Terms.

- (m) Wolters can, at its sole discretion and for any reason, refuse to supply Goods or Services to the Customer.
- (n) Wolters may cancel a previously accepted Order at any time, in the following circumstances:
 - (i) where the Customer becomes an externally administered body corporate for the purposes of the *Corporations Act 2001 (Cth)*;
 - (ii) if Wolters has cancelled the Customer's Trade Account;
 - (iii) where the Customer breaches or threatens to breach these Terms;
 - (iv) where the Customer ceases or threatens to cease conduct of its business;
 - (v) if the Customer is overdue for the payment of any prior Order or has exceeded the approved credit limit for the Customer's Trade Account; or
 - (vi) Wolters has reason to believe the Customer is unable to pay its debts as and when they fall due.

6. Made-to-Order Goods

- (a) The Customer is responsible for ensuring any Made-To-Order Goods meet the Customer's requirements. Wolters provides no warranty that the Made-To-Order Goods will be fit for any purpose regardless of whether the Customer has notified Wolters of any such purpose.
- (b) The Customer warrants that it has provided correct and complete information in respect of the Made-To-Order Goods and acknowledges that Wolters relies on the Customer's information to manufacture the Made-To-Order Goods.
- (c) Where the Customer provides information, including any design or drawing, to Wolters for the purpose of fabricating Made-To-Order Goods, the Customer indemnifies Wolters fully against all liabilities, costs and expenses which Wolters may incur if the information provided by the Customer infringes the rights of a third party.

7. Variations

- (a) The Customer may request that an Order be varied by providing a request in writing to Wolters. A request for a variation must be agreed to in writing by Wolters before taking effect.
- (b) If the Customer wishes to vary its requirements after an Order has been commenced by Wolters, Wolters reserves the right to vary the Quote and/or Order confirmation to include any Additional Charge in respect of any extra costs incurred or additional work carried out due to the variation, in accordance with its then current charge rates. A revised Quote or Order confirmation issued by Wolters in respect of the requested variation supersedes the original Quote or Order confirmation. If the revised Quote or Order confirmation only specifies additional work, the Quote or Order confirmation for that additional work will be in addition to the immediately preceding Quote or Order confirmation for the Goods or Services or both.
- (c) Wolters reserves the right to extend the delivery or lead time for the provision of the Goods or Services where it has accepted a variation.

8. Delivery

- (a) Wolters reserves the right to deliver the Goods by any means in its absolute discretion.
- (b) Any deliveries made by Wolters or its nominated carrier to the Customer's site must be signed for by the Customer. If the site is unattended, Goods will be unloaded on the site or, if the site is not accessible, at the kerbside adjacent to the site. The delivery docket signed by Wolters' nominated carrier or driver confirming that the Goods were delivered accordingly shall be conclusive evidence of due delivery of the Goods. In any instance the risk of delivery is borne by the Customer.
- (c) Reasonable care will be taken by Wolters or its nominated carrier when delivering Goods to site, however it is the Customer's responsibility to have the site adequately prepared and to ensure a suitable location for the Goods to be delivered. Additional charges will be payable by the Customer if delivery delays are encountered due to inadequate site preparation.
- (d) If Wolters' nominated carrier or driver is not satisfied that access to the delivery site is safe, the Goods will be deemed delivered if delivered to the kerbside adjacent to the delivery address. Wolters or its nominated carrier, if instructed or requested by the Customer or a representative of the Customer to enter the site to effect delivery, accepts no responsibility for any damage caused or contributed to by Wolters or its nominated carrier in following such instruction. The Customer indemnifies Wolters for any losses or damages Wolters suffers, including through third-party claims, as a result of an instruction by the Customer to deliver to a specified location, including onto a site, including in respect of damage to any Wolters or third-party vehicle or recovery of any Wolters or third-party vehicle that cannot return to a public road under its own power.
- (e) Wolters assumes no liability for accidental damage if the site is inadequately prepared for delivery. Unless agreed otherwise in writing prior to delivery, unloading the Goods at the site will be the Customer's responsibility and, notwithstanding that Wolters employees or agents may assist the Customer at the Customer's request, Wolters will not be responsible for any damage whatsoever resulting from or in connection with unloading the Goods by the Customer or by anyone on its behalf, including Wolters' employees or agents.
- (f) The Customer indemnifies Wolters and holds Wolters harmless from any actions, claims, liability or loss in respect of damages suffered by the Customer or any third-party in connection with the delivery or loading or unloading of the Goods on or from any vehicle.

9. Acceptance and Returns

- (a) Goods will not be accepted for return, whether due to change of mind or fault, without prior authorisation by Wolters. Failure to

comply with the conditions in this clause 9 may invalidate any claim at Wolters' discretion.

- (b) If the Customer fails to advise Wolters in writing of any fault in Goods or failure of Goods to accord with the Order within 7 days of delivery, the Customer is deemed to have accepted the Goods and to have accepted that the Goods are not faulty and accord with the Order. Nothing in this clause 9(b) affects the Customer's rights for any alleged failure of a consumer guarantee under the ACL.
- (c) Where Wolters authorises the return of Goods that are not faulty, the Goods must:
 - (i) be in original packaging,
 - (ii) be in good order and condition; and
 - (iii) be accompanied by documentation showing: Customer name, address, contact phone number, invoice number, proof of delivery and details regarding the reason for return.
- (d) Wolters reserves the right to charge a re-stocking fee on the return of any Goods.
- (e) Where Wolters authorises the return of faulty Goods, the fault must be fully documented in accordance with Wolters' instructions.
- (f) All returned Goods will be subject to inspection by Wolters and Wolters will at its sole discretion determine whether any, and what amount of, credit will be granted to the Customer. Accordingly, acceptance of returned Goods will not constitute acceptance of a claim or request for credit or refund.
- (g) The Customer is responsible for all transport costs and insurance and packaging of returned Goods to prevent transit damage, unless agreed otherwise.
- (h) Goods not stocked by Wolters and ordered solely to fill the Customer's Order or to the Customer's specification ("**Non-Stock Items**") cannot be returned unless faulty.

10. Exclusions and limitation of liability

- (a) The Customer expressly agrees that use of the Goods and Services is at the Customer's risk. To the fullest extent allowed by law, Wolters's liability for breach of any term implied into these Terms by any law is excluded.
- (b) All information, specifications and samples provided by Wolters in relation to the Goods or Services are approximations only and, subject to any consumer guarantees under the ACL, small deviations or slight variations from them which do not substantially affect the Customer's use of the Goods or Services will not entitle the Customer to reject the Goods upon delivery or to make any claim in respect of them.
- (c) Wolters may compute an estimate of dimensions and quantities for Goods or Services based on plans or other information supplied by or on behalf of the Customer. Any such estimate is provided to the Customer as indicative only and Wolters does not accept any liability as to the accuracy of such estimates. The Customer undertakes to check any such estimate and is solely responsible for the dimensions and quantities of Goods or Services ordered.
- (d) Wolters gives no warranty in relation to the Goods or Services provided or supplied.
- (e) Any advice, recommendation, information, assistance or service given by Wolters in relation to Goods or Services or both, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty or accuracy, appropriateness or reliability. Wolters does not accept any liability or responsibility for any Loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance or service.
- (f) The Customer represents and warrants to Wolters that the Customer relies solely on its own expertise and judgement with respect to the design, drawing, specification, dimensions, installation or use of the Goods or Services. Any advice, representation or statement given by Wolters employees, agents or subcontractors in connection with the design, drawing, specification, dimensions, installation or use of the Goods or Services, whether oral or written, should be considered general in nature. The Customer will take steps to satisfy itself that any such advice, representation or statement in connection with the Goods or Services is valid or suitable for the purposes for which, and the manner in which, the Customer proposes to use the Goods or Services.
- (g) Wolter's total liability in respect of any act or omission of Wolters in connection with its obligations under these Terms will not exceed the amount paid by the Customer for the Order under which the Goods or Services were supplied.
- (h) To the fullest extent permissible at law, Wolters is not liable for any indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide Goods or Services, or otherwise arising out of the provision of Goods or the Services, whether based on terms of trade, negligence, strict liability or otherwise, even if Wolters has been advised of the possibility of damages.
- (i) The Customer acknowledges that the Goods or Services are not for personal, domestic or household purposes.
- (j) The ACL may give to the Customer certain consumer guarantees (if the Customer meets the definition of a consumer in section 3 of the ACL), which cannot be restricted, limited or varied and nothing in these Terms is intended to restrict, limit or vary those guarantees where they apply to the Customer under these Terms.
- (k) Where legislation implies in these Terms any condition or warranty that cannot be excluded or modified, the liability of Wolters for a breach of such is limited to replacement or repair of the Good(s), the cost of replacement or repair of the Good(s), resupplying the Services, paying the cost of resupplying the Services, or refund of the price paid by the Customer.

11. Indemnity

- (a) The Customer indemnifies and keeps indemnified Wolters, its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Customer) against Wolters or, for which Wolters is liable, in

connection with any Loss arising from or incidental to the provision of Goods or Services, any Order or the subject matter of these Terms.

- (b) This includes, but is not limited to, any legal costs incurred by Wolters in relation to meeting any claim or demand of any party or party legal costs for which Wolters is liable in connection with any such claim or demand.
- (c) This provision remains in force after the termination or completion of these Terms.

12. Force majeure

- (a) If circumstances beyond Wolters' control prevent or hinder its provision of the Goods or Services, Wolters is free from any obligation to provide the Goods or Services while those circumstances continue.
- (b) Circumstances beyond Wolters' control include, but are not limited to, unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of God, government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

13. Miscellaneous

- (a) Wolters is entitled to use subcontractors to perform any part of the Services provided that any such arrangement will not discharge Wolters from any liability under or in respect of these Terms.
- (b) Wolters may modify or terminate these Terms at any time by posting a revised version on the Website. These Terms may otherwise only be varied, terminated without cause, or wholly or partly released, by agreement in writing signed by each of the parties.
- (c) Either party may terminate these Terms immediately if the other party:
 - (i) breaches its obligations under these Terms and fails to remedy the breach within 14 days of written notice to do so; or
 - (ii) becomes an externally administered body corporate for the purposes of the *Corporations Act 2001 (Cth)*.
- (d) These Terms are governed by the laws of Victoria, Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.
- (e) These Terms and any Quotes, Orders and written variations agreed to in writing by Wolters represent the whole agreement between the parties relating to the subject matter of these Terms.
- (f) If any provision of these Terms is held to be unenforceable or invalid by any court of competent jurisdiction, the provision will, to the extent required, be severed from these Terms and rendered ineffective as far as possible without unnecessarily modifying the remaining provisions of these Terms.
- (g) Any terms and conditions issued by the Customer have no effect and are expressly denied by Wolters. Wolters only supplies Goods and Services under these Terms unless otherwise agreed and signed in writing.
- (h) In accepting these Terms, the Customer has not relied on any warranty, representation or statement, whether oral or written, made by Wolters or any of its employees or agents relating to or in connection with the subject matter of these Terms.
- (i) If any provision of these Terms at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.
- (j) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (k) A notice or other communication required or permitted to be given by one party to another must be in writing and delivered personally or sent by pre-paid mail to the address of the addressee specified in the relevant Trade Supply Account application, or sent by email to the email address of the addressee specified in the relevant Trade Supply Account application with acknowledgement of delivery.
- (l) A notice or other communication is taken to have been given (unless otherwise proved) if mailed, on the second Business Day after posting; or if sent by email before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- (m) A party may only change its postal or email address for service by giving notice of that change in writing to the other party.