

Terms and Conditions of Trade

1. DEFINITIONS AND INTERPRETATION

- 1.1 "Doogood" means Doogood Powder Coating Pty Ltd (ACN 125 742 038).
- 1.2 "Customer" shall mean the person, firm or corporation (including the Customer's employees, servants, agents, successors and assigns having apparent authority to act or sign any document on behalf of the Customer) to whom each invoice is addressed and includes the Customer whose details appear on the Credit Application.
- 1.3 "GST" has the meaning given to that term in the GST Law.
- 1.4 "GST Law" has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.5 "Guarantor" means that person (or persons) who agrees to secure and be liable for the debts of the Customer as if they were principally liable as the Customer.
- 1.6 "Agreement" means these Terms and Conditions of Trade.
- 1.7 "Products" shall mean all Products supplied by Doogood to the Customer.
- 1.8 "Price" shall mean the Price payable for the Products and Services as agreed between Doogood and the Customer in accordance with Clause 3 hereof.
- 1.9 "Services" shall mean all services supplied by Doogood to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Products as outlined above).
- 1.10 In the interpretation of this Agreement, unless the context or subject matter requires otherwise:
 - 1.10.1 A reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns;
 - 1.10.2 Each covenant by two or more persons as a party is made jointly by all and severally by each;
 - 1.10.3 The singular includes the plural and vice versa.

2. ACCEPTANCE

- 2.1 The Customer agrees to purchase and Doogood agrees to sell the Products and/or Services in accordance with this Agreement.
- 2.2 These Terms and Conditions shall apply to all Products and/or Services sold by Doogood to the Customer unless otherwise agreed to in writing.
- 2.3 These Terms and Conditions are deemed to be incorporated into all agreements (whether made in writing or otherwise) and contracts for the purchase of Products and/or Services by the Customer from Doogood and will prevail over any inconsistent terms in any document of any third-party supplier unless otherwise agreed to in writing.
- 2.4 If the Customer places an order with Doogood for Products and/or Services (whether in writing or otherwise) or enters into a contract with Doogood for the provision of Products and/or Services, the Customer is taken to have accepted these Terms and Conditions.
- 2.5 The Customer shall give Doogood not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including, but not limited to, changes in the Customer's address, email address, or business practice). The Customer shall be liable for any loss incurred by Doogood as a result of the Customer's failure to comply with this clause.

3. PRICING

- 3.1 Prices quoted for the supply of Products and Services exclude GST and any other taxes or duties imposed on or in relation to the Products and Services. In addition to payment of the Price of Products and Services, the Customer must pay any GST and any other taxes or duties imposed on the Products and services.
- 3.2 Prices for Products and Services are set in accordance with Doogood's prevailing Price list, which is subject to change from time to time and the price payable for Products is the Price applicable at the date of delivery of Products contained in the written quotation.
- 3.3 If the Customer requests any variation to the Agreement, Doogood may increase the Price to account for the variation.
- 3.4 Where there is any change in the costs incurred by Doogood in relation to the Products or Services, Doogood may vary its Price for the Products or Services in order to take account of any such change by notifying the Customer.

4. PAYMENT

- 4.1 Unless otherwise agreed in writing:
 - 4.1.1 Payment for the goods and/or services must be made within 30 days of the date of Doogood's invoice.
 - 4.1.2 Doogood reserves the right to require payment in full on delivery of the Products or completion of the Services.
 - 4.1.3 Payment by cheque is not deemed made until the proceeds of the cheque have cleared.
 - 4.1.4 Payment terms may be revoked or amended at the sole discretion of Doogood immediately upon giving written notice to the Customer.
 - 4.1.5 At Doogood's sole discretion, a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Products and/or Services and shall become immediately due and payable.
 - 4.1.6 Time for payment for the Products and/or Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be due seven (7) days from the date of the invoice.
 - 4.1.7 Approved credit may be revoked at any time. Doogood reserves the right to suspend manufacture and delivery due to failure by the Customer to make payments when due, which suspension shall not vitiate the Customer's obligations with respect to the suspended quantity.

5. CUSTOMER'S ACKNOWLEDGMENTS

- 5.1 The Customer acknowledges and agrees that, irrespective of its signature or a signature of any person appearing on an invoice, the mere acceptance of the goods or services supplied constitutes the Customer's submission to these Terms and Conditions of Trade.
- 5.2 For the purposes of these Terms and Conditions, where any dispute arises as to the indebtedness of the Customer to Doogood or of the quantity or quality of goods and/or services supplied to the Customer by Doogood, the certificate of Doogood's director or officer shall be conclusive evidence of the matters therein stated.

6. DEFAULT AND CONSEQUENCES OF DEFAULT

- 6.1 If the Customer defaults in payment by the due date of any amount payable to Doogood, then all money which would become payable by the Customer to Doogood at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and Doogood may, without prejudice to any other remedy available to it:
 - 6.1.1 claim a general lien over all the Customer's goods in the possession of Doogood, and subject to giving 14 days written notice to the Customer, sell the property by private treaty or public auction, whichever Doogood in its sole discretion deems appropriate, and allocate the proceeds to the repayment of its sale costs and expenses and any sum which is due and payable by the Customer;
 - 6.1.2 charge the Customer interest on any sum due at the penalty rate of interest prescribed by the Penalty Interest Rates Act 1983 as fixed from time to time plus 2 per cent for the period from the due date until the date of payment in full;
 - 6.1.3 charge the Customer for, and the Customer must indemnify Doogood from, all costs and expenses (including without limitation all legal costs and disbursements on an indemnity basis) incurred by it resulting from the default or in taking action to enforce compliance with these Terms and Conditions or to recover any goods;
 - 6.1.4 cease or suspend for such period as Doogood thinks fit, supply of any further goods or services to the Customer;
 - 6.1.5 by notice in writing to the Customer, terminate any contract with the Customer so far as unperformed by Doogood; without effect on the accrued rights of Doogood under any contract.
- 6.2 Clauses 6.1.4 and 6.1.5 may also be relied upon, at the option of Doogood where:
 - 6.2.1 the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or
 - 6.2.2 where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

7. SECURITY AND CHARGE

- 7.1 Notwithstanding anything to the contrary contained herein, or any other rights which Doogood may have howsoever:
 - 7.1.1 Where the Customer is the owner of land, realty or any other asset capable of being charged, the Customer agrees to charge its right, title and interest in the said land, realty or any other asset, which the Customer(s) has or may acquire in the future, to Doogood or Doogood's nominee to secure all amounts and other monetary obligations payable to Doogood. The Customer acknowledges and agrees that Doogood shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary

- obligations payable hereunder have been met;
- 7.1.2 Should Doogood elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer shall indemnify Doogood from and against all Doogood's costs and disbursements including legal costs on a solicitor and own client basis.
- 7.1.3 The Customer hereby further covenants and agrees to execute such further documents or instruments as may be necessary to enable the registration of such charge at the Land Titles Office.

8. TITLE

Each delivery of Products by Doogood to the Customer shall be deemed to be subject to the following conditions:

- 8.1 Risk in the Products shall, in accordance with Clause 10 of this Agreement, pass to the Customer once the Products have been delivered by Doogood to the Customer, to a carrier or third-party nominated by the Customer, or to a carrier or third-party nominated by Doogood.
- 8.2 The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use or possession of any of the goods sold by Doogood, whether such goods are used singularly, or in combination with other goods, substances, or any process.
- 8.3 No title or ownership of the Products passes to the Customer until payment in full of all monies owing by the Customer to Doogood in respect of Products or Services delivered has been received by Doogood from the Customer and the Customer shall:
- 8.3.1 Store Products which have not been paid for, separately, securely, safe from damage and readily identifiable as Products of Doogood and as agent, trustee and bailee of Doogood;
- 8.3.2 The Customer may resell the Products but only as agent of Doogood. Any right to bind Doogood to any liability or third party by agreement or otherwise is expressly negated. Any resale of the Products by the Customer is to be at arm's-length and on market terms and pending resale or dealing in the Products, the Products are to be kept separate from the Customer's own Products and insured by the Customer with a reputable insurer and noting the interest of Doogood;
- 8.3.3 The Customer will receive all proceeds of resale of or any dealing with the Products, whether the proceeds are tangible or intangible, whether direct or indirect, on trust for Doogood and will keep such proceeds in a separate account until the liability of the Customer to Doogood shall have been discharged. Such proceeds of resale shall be held in trust for Doogood and shall be deemed to be equal in dollar terms to the amount owing by the Customer to Doogood in respect of the Products at the time of receipt of such proceeds;
- 8.3.4 Doogood is to have the power to appropriate payments to such Products and accounts as it thinks fit notwithstanding any appropriation by the Customer to the contrary;
- 8.3.5 If the Customer does not pay for any Products on the due date specified by Doogood, Doogood is hereby irrevocably authorised by the Customer to enter the Customer's premises (or any premises under the control of the Customer or as agent of the Customer if the Products are stored at such premises), and use reasonable force to take possession of the Products without liability for the tort of trespass, negligence or payment of any compensation to the Customer (or its agent) whatsoever;
- 8.3.6 For the purpose of giving effect to and perfecting any matters contained in this clause, the Customer irrevocably appoints Doogood as its attorney; and
- 8.3.7 The parties agree that the provisions of this clause apply notwithstanding any agreement between the parties under which Doogood gives the Customer credit.
- 8.4 It is expressly agreed between Doogood and the Customer that:
- 8.4.1 Neither the Products or proceeds of sale or dealing therefrom shall be available for general distribution among creditors of the Customer in the case of corporate administration, liquidation or bankruptcy;
- 8.4.2 Neither the Products or proceeds of sale or dealing therefrom shall be available for distribution among secured creditors of the Customer holding a fixed or floating security over the Customer; and
- 8.4.3 The loss of identity of Products subject to resale or dealing does not prevent the proceeds of resale or dealing being held on trust by the Customer or Doogood.

9. PERSONAL PROPERTY SECURITIES ACT 2009

- 9.1 Each transaction for the sale of Products and Services and each delivery of Products and Services by Doogood to the Customer, shall be deemed to be subject to the following conditions:
- 9.1.1 words and phrases used in this clause which are defined in the Personal Property Securities Act 2009 ("PPSA") have the same meaning in this Clause;
- 9.1.2 "collateral" for the purposes of the PPSA means the Products which Doogood may provide to the Customer from time to time which are the subject of this clause;
- 9.1.3 the contents of this Clause is a security agreement for the purposes of the PPSA;
- 9.1.4 "dealing" means and includes the Customer using the Products and Services in some manufacturing or construction process of its own or, of a third party;
- 9.1.5 "resale" means and includes any form of sale, hire, loan or in any way parting with possession of the Products and Services.
- 9.1.6 The content of this clause and the conditions contained in it constitute a security agreement for the purposes of the PPSA in respect of which the Customer agrees that the collateral is not to be used predominantly for personal, domestic or household purposes. The Customer unconditionally and irrevocably contracts out of the following provisions of the PPSA:

- 9.1.6.1 Section 95 requiring notice to be given of removal of an accession;
 - 9.1.6.2 Section 96 when a person with an interest in the whole may retain an accession;
 - 9.1.6.3 Section 121 (4) requiring notice to grantor in relation to enforcement of liquid assets;
 - 9.1.6.4 Section 130 requiring a secured party to give notice to a grantor in respect of disposal of collateral;
 - 9.1.6.5 Section 132 (3)(d) requiring the delivery of a statement of account to a grantor after disposal;
 - 9.1.6.6 Section 132 (4) requiring delivery of a statement of account if no disposal;
 - 9.1.6.7 Section 135 requiring delivery by a secured party to a grantor of notice of retention;
 - 9.1.6.8 Section 142 giving the right by a grantor to redeem collateral; and
 - 9.1.6.9 Section 143 giving the right of a grantor to seek reinstatement of a security agreement.
- 9.1.7 The Customer consents to Doogood, at the Customer's cost and expense, registering any security interest contemplated or constituted by this Clause or these conditions and agrees to sign all documents requested by Doogood and to do all such things as Doogood requests in order to register Doogood's security interest pursuant to the PPSA including the registration of a Financing Statement, a Financing Change Statement in respect of a security interest and any other document or notice required for the purposes of the PPSA. The Customer unconditionally and irrevocably waives the right to receive a Verification Statement in relation to the registration of any security interest by Doogood in respect of the collateral.
- 9.1.8 The Customer undertakes that it will not:
- 9.1.8.1 do anything which would prejudice or interfere with Doogood 's right to registration of its security interest pursuant to the provisions of the PPSA;
 - 9.1.8.2 register or seek to register a Financing Change Statement in respect of the collateral without Doogood's prior written consent; and
 - 9.1.8.3 permit any further encumbrance to subsist in respect of the collateral in favour of any third party without prior the written consent of Doogood.
 - 9.1.8.4 Doogood 's rights pursuant to this clause are addition to and not in substitution of any other rights Doogood has against the Customer.

10. PRIVACY ACT 1988

- 10.1 The Customer agrees that Doogood may, in accordance with the terms of the Privacy Act 1988, as amended, obtain from a credit-reporting agency a credit report containing personal credit information about the in relation to credit provided by Doogood.
- 10.2 The Customer agrees that Doogood may exchange information about the Customer with credit providers named in a consumer credit report issued by a reporting agency for the following purposes:
- 10.2.1 To assess an application by the Customer;
 - 10.2.2 To notify other credit providers of a default by the Customer;
 - 10.2.3 To exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and
 - 10.2.4 To assess the creditworthiness of Customer.
- 10.3 The Customer consents to Doogood being given a consumer credit report to collect overdue payment on commercial credit.
- 10.4 The Customer agrees that personal data provided may be used and retained by Doogood for the following purposes and for other purposes as shall be agreed between the Customer and Doogood or required by law from time to time:
- 10.4.1 provision of Products and Services;
 - 10.4.2 marketing of Products and Services by Doogood, its agents or distributors in relation to the Products and Services;
 - 10.4.3 analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Products and Services;
 - 10.4.4 processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and
 - 10.4.5 enabling the daily operation of a Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Products and Services.
- 10.5 Doogood may give information about the Customer to a credit reporting agency for the following purposes:
- 10.5.1 to obtain a consumer credit report about the Customer; and/or
 - 10.5.2 allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

11. DELIVERY

- 11.5.1 Doogood will arrange for delivery of the goods unless otherwise detailed in any written quotation from Doogood.
- 11.5.2 Delivery of the Products shall be made to the Customer's nominated address.
- 11.5.3 Any period or date for delivery of goods or provision of services stated by Doogood is intended as an estimate only and is not a contractual commitment. Time for the supply of goods or provision by services is not of the

essence of this agreement.

- 11.5.4 Late delivery or supply will not entitle the Customer to vary or cancel the Agreement, or claim damages as a result.
- 11.5.5 Unless otherwise agreed in writing by Doogood, the Customer will be responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery.
- 11.5.6 The Customer must provide reasonable and proper access to the location specified for delivery.
- 11.5.7 The Customer indemnifies Doogood against any loss or damage suffered by Doogood, its sub-contractors or employees as a result of delivery, except where caused by the negligence of Doogood.

12. LIABILITY

- 12.1 Except as specifically set out herein, or contained in any warranty statement provided with the goods or services, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
- 12.2 Replacement of the goods is the absolute limit of Doogood 's liability howsoever arising under or in connection with the sale, use of, storage or any other dealings with the goods or services by the Customer or any third party.
- 12.3 Any replacement of goods supplied to the Customer pursuant to Clause 10.2 will not have the effect of extending the warranty period of the goods, which will be calculated from the date of the supply by Doogood of the original goods.
- 12.4 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

13. CANCELLATION AND VARIATION

- 13.1 If, through circumstances beyond the control of Doogood, Doogood is unable to effect delivery or provision of goods or services, then Doogood may cancel the Customer's order (even if it has already been accepted) by notice in writing to the Customer.
- 13.2 No purported cancellation or suspension of an order or any part of it by the Customer is binding on Doogood after that order has been accepted.
- 13.3 Doogood, in its absolute discretion may review, alter or terminate the Customer's credit limit or payment terms without notice.

14. DEFECTS

- 14.1 The Customer shall immediately inspect the Products upon delivery to ascertain their fitness for the Customer's purpose and shall within seven (7) days of delivery, or upon installation, notify Doogood in writing of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Doogood an opportunity to inspect the Products within a reasonable time following delivery in the event of any alleged deficiency. If the Customer shall fail to comply with these provisions the Products shall be conclusively presumed to be in accordance with the conditions and free from any defect or damage.
- 14.2 For defective Products which Doogood has agreed in writing that the Customer is entitled to reject, Doogood's liability is limited to (at Doogood's discretion) a refund of the purchase price of the Products, replacing the Products or repairing the Products provided that:
 - 14.2.1 the Customer has complied with the provisions of Clause 13.1;
 - 14.2.2 The Products are returned at the Customer's cost within seven (7) days of receiving written confirmation from Doogood that the Customer is entitled to reject the Products, or in the case of Products that have been installed by Doogood, the Customer shall afford Doogood an opportunity, within seven (7) days of receiving written confirmation from Doogood that the Customer is entitled to reject the Products, an opportunity to inspect, rectify or de-install the Products;
 - 14.2.3 Doogood will not be liable for Products which have not been stored or used in a proper manner.
- 14.3 The Customer acknowledges that it leaves Products for repair at its own risk.

15. RETURNS

- 15.1 Doogood may, in its sole discretion, provide a refund for Products returned with proof of sale within seven (7) days of the date of delivery.
- 15.2 All Products returned are subject to a 15% re-stocking fee. The customer will also remain liable for all freight charges associated with the return of the Products.
- 15.3 Additional fees will apply for any Products returned damaged, incomplete, or not in original packaging.

16. WARRANTIES AND INDEMNITIES

Mutual Warranties

- 16.1 Each party warrants to the other that:
 - 16.1.1 It has the power and authority to enter into these Terms and Conditions;
- 16.2 If it enters into these Terms and Conditions as an agent for another party, it is authorised to act for its principal in the manner contemplated by these Terms and Conditions and its authority has not been withdrawn or revoked.

17. DOOGOOD WARRANTIES

- 17.1 Doogood acknowledges that under applicable State, Territory and Commonwealth law(s) (including without limitation the Competition and Consumer Act 2010 (Cth)) certain statutory implied guarantees and warranties may be implied into these Terms and Conditions ("Non-Excluded Guarantees").
- 17.2 Nothing in these Terms and Conditions purports to modify or exclude the Non-Excluded Guarantees.
- 17.3 Doogood may, from time to time, at its sole discretion, offer to a Customer, in respect of specific Products, an additional warranty on those specific Products.
- 17.4 Any warranty offered by Doogood is subject to and conditional upon:
 - 17.4.1 The Customer using the Products strictly in accordance with the specifications, cleaning care and maintenance manuals/instructions, safety warning and directions, and any other directions, advice, or materials provided by Doogood and/or the manufacturer;
 - 17.4.2 The Customer not modifying the Products without the express written authorisation of Doogood;
 - 17.4.3 Failure of the Products not being caused by improper use, lack of care and maintenance, or improper installation (where installation was not carried-out by Doogood);
 - 17.4.4 The Customer using the Products for the purpose they are intended and in the manner of operation intended by Doogood or the manufacturer;
 - 17.4.5 The Customer adhering to the service and maintenance instructions provided by Doogood or a manufacturer in respect of the Products.
- 17.5 In the event that the Customer fails to adhere to the pre-conditions in sub-clauses 15.6.1 to 15.6.5, Doogood shall be under no obligation to honour any warranty in respect of the provision of Products or Services by Doogood to the Customer.
- 17.6 In respect of Products not manufactured by Doogood the warranty shall be the current warranty (if any) provided by the manufacturer of the Products.

18. DISPUTE RESOLUTION

- 18.1 In the event of any grievance or dispute concerning the subject matter of these Terms and Conditions, save for any interlocutory relief which is required by a party, no party shall institute proceedings in any Court having jurisdiction without first having complied with the provisions of clauses 15.2 and 15.3.
- 18.2 Doogood and the Customer agree that, in the event of a grievance or dispute arising between them in relation to or concerning the subject matter of these Terms and Conditions, the following procedures shall be undertaken:
 - 18.2.1 the aggrieved party shall notify the other party in writing of the existence of the dispute and provide written details of the grounds of dispute;
 - 18.2.2 the parties shall meet and endeavour to resolve the dispute by negotiation within seven (7) days of receipt of the notice of the dispute.
- 18.3 If the parties are unable to resolve the dispute by negotiation:
 - 18.3.1 the Customer must, first, pay to a trust account maintained by Doogood's solicitors all monies owing by the Customer to Doogood or claimed by Doogood as being owing by the Customer ("the Escrow Payment"), and Doogood's solicitors have certified that the escrow payment has been received by way of cleared funds. Doogood's solicitors are hereby authorised by both Doogood and the Customer to place the Escrow Payment in an interest-bearing trust account in the joint names of the parties without further authority or direction from either of them. Upon determination of any dispute (by litigation or alternate dispute resolution mechanism), Doogood's solicitors are authorised to disburse the Escrow Payment and interest earned thereon in accordance with the outcome of the litigation or alternative dispute resolution mechanism or otherwise, in accordance with the written direction of both parties to this Agreement.
 - 18.3.2 then either of the parties may elect whether to refer the dispute to mediation. If the parties are unable to agree on a process for resolving the dispute within two (2) days of the meeting referred to in sub-Clause 15.2.2 above, then the dispute shall be referred to mediation to be conducted in accordance with the Mediation Guidelines promulgated from time to time by the Law Institute of Victoria.
 - 18.3.3 The mediator shall be chosen and appointed jointly by the parties. The costs of the mediator shall be shared equally by the parties. If the parties are unable to agree on a mediator, then the President of Law Institute of Victoria shall appoint one for the parties.
- 18.4 If the parties are unable to resolve the dispute by mediation they shall submit to the jurisdiction of the Courts of the State of Victoria (as the case may be) and any Court competent to hear appeals therefrom.
- 18.5 The provisions of Clause 16.3 may be pleaded by Doogood as a bar to any proceeding instituted by way of litigation or the commencement of any alternate dispute resolution method by the Customer.

19. VIENNA CONVENTION

- 19.1 Irrespective of the Customer's country of domicile, it is agreed between the parties that the United Nations Convention on Contracts for the International Sale of Goods ("Vienna Convention"), including as referred to in Part IV of the Goods Act 1958 (Vic) and section 68 of the Australian Consumer Law does not apply to the dealings between the Customer and Doogood.

20. GENERAL

- 20.1 Any provision of these Terms and Conditions which is unenforceable or partly unenforceable is to be severed to the extent necessary to make these Terms and Conditions enforceable, unless this would materially change the intended effect entirety of these Terms and Conditions.
- 20.2 The parties agree and acknowledge that prior to having entered into these Term and Conditions they have:
- 20.2.1 carefully read the provisions of these Terms and Conditions and understood them; and
- 20.2.2 not relied upon any statement, representation or warranty made by another party, its officers, servants, agents or solicitors in relation to the subject matter of these Terms and Conditions other than as set out herein.
- 20.3 Doogood takes no responsibility for changes in the law which affect the Products and/or Services supplied.
- 20.4 Doogood may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 20.5 Doogood reserves the right to review these Terms and Conditions at any time and from time to time. If, following any such review, there is to be any change in such conditions, that change will take effect from the date on which Doogood notifies the Customer of such change.
- 20.6 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Doogood nor to withhold payment of any invoice because part of that invoice is in dispute.
- 20.7 In the event of translation of these Terms and Conditions to a language other than English, the English language translation shall prevail.
- 20.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 20.9 Doogood shall have the benefit of all rights and remedies provided by law or equity. Failure of Doogood to exercise or reserve any right or remedy, or term or condition of any contract, shall not be construed as a waiver or relinquishment of any of the other right, remedy, term or condition of any contract or the future performance or exercise of any such term, condition, right or remedy.
- 20.10 These Terms and Conditions are governed by and are to be construed in accordance with the laws of Victoria, Australia and by entering into this Agreement, each party submits to the non-exclusive jurisdiction of the Courts of Victoria.
- 20.11 These Terms and Conditions constitute the entire agreement and understanding between the parties concerning its subject matter and succeeds and cancels all other previous agreements, contracts, statements and understandings, whether verbal or in writing

CONTACT US

For more information or if you have any questions, please email sales@doogoodaustralia.com.au