

PARABELLUM ELECTRICAL SERVICES

TERMS AND CONDITIONS

These terms and conditions (**Terms**), together with any Quote (as defined in clause 2.1), set out the agreement (this **Agreement**) under the terms of which Christian Joseph Peterson ABN 42 428 731 955 trading as 'Parabellum Electrical Services' ("**Parabellum Electrical Services**") provides services to you or the company which you represent (the "**Customer**").

1. HOW TO READ THIS AGREEMENT

Capitalised words and phrases used in these Terms have the meaning given:

- 1.1 by the words immediately preceding any bolded and bracketed word(s) or phrase(s); or
- 1.2 in the definitions in clause 23.1 of this agreement.

2. APPLICATION OF THIS AGREEMENT

- 2.1 These Terms will apply to all the Customer's dealings with Parabellum Electrical Services, including being incorporated in all agreements, quotations, tenders or orders under which Parabellum Electrical Services is to provide services to the Customer (each a "**Quote**" for the purposes of this Agreement) together with any additional terms included in such Quote.
- 2.2 You will be taken to have accepted these Terms if you sign these Terms or otherwise indicate your assent (whether in writing or verbally) to these Terms, or if you order, accept or pay for any services provided by Parabellum Electrical Services after receiving or becoming aware of these Terms.
- 2.3 This Agreement will commence once these terms have been accepted in accordance with clause 2.2 and expires in accordance with the Quote and this agreement (**Term**).
- 2.4 In the event of any inconsistency between these Terms and any Quote, the clauses of these Terms will prevail to the extent of such inconsistency, except that any "**Special Conditions**" (being terms set out and described as such in a Quote) will prevail over the other terms of this agreement to the extent of any inconsistency.
- 2.5 No confirmation, shipment, delivery docket, invoice or other document issued by or on behalf of the Customer (including the terms on any warranty or other agreement given to Parabellum Electrical Services) will vary or form part of this Agreement unless otherwise agreed by Parabellum Electrical Services in writing.

3. SUPPLY OF GOODS AND/OR SERVICES

- 3.1 Parabellum Electrical Services will provide the Goods and/or Services to the Customer in accordance with the Quote and the Terms.
- 3.2 The Quote is valid for the validity period set out in the Quote and is merely an invitation to treat and is not binding on Parabellum Electrical Services until Parabellum Electrical Services has accepted it. The Quote is subject to changes in price, including but not limited to parts, price fluctuations and other fees/costs that may have been unforeseeable in the initial Quote.
- 3.3 The Quote becomes binding on Parabellum Electrical Services upon written acceptance by Parabellum Electrical Services or at the time Parabellum Electrical Services commences supply of the Quote, whichever comes first. Parabellum Electrical Services may, in its

discretion, accept or reject in whole or part any Quote.

- 3.4 Once the Quote is accepted by Parabellum Electrical Services, the Customer will be committed to purchase the Goods and/or Services and cannot cancel or revoke the Quote except to the extent as expressly permitted by this Agreement.
- 3.5 The Customer acknowledges and agrees that the supply of Goods and/or Services under an accepted Quote remains subject to availability and if, for any reason Parabellum Electrical Services is unable to proceed with the supply, Parabellum Electrical Services reserves the right to cancel the order (in which case Parabellum Electrical Services will refund all amounts paid for the Quote). Such refund will be the Customer's only remedy in these circumstances and Parabellum Electrical Services will not be liable to pay any other amount to the Customer.

4. PRICING

- 4.1 The Fees payable by the Customer to Parabellum Electrical Services for the Goods and/or Services is the price specified in the Quote pursuant to Parabellum Electrical Services' current rates and charges schedule at the time the Quote is placed (or as otherwise agreed between the parties) (**Fees**).
- 4.2 Parabellum Electrical Services reserves the right to charge a deposit for the provision of Services, subject to its applicability and as set out in the Quote provided to the Customer (**Deposit**). The specific amount and conditions related to the Deposit will be clearly stated in the relevant Quote. The Customer acknowledges and agrees that the Deposit, if required, must be paid in accordance with the terms specified in the Quote. Failure to make payment of the Deposit within the specified timeframe may result in the delay or cancellation of the scheduled Services.
- 4.3 In cases where the Premises is located more than 50km from the business premises (**Remote Site**), a travel fee of \$100 will be applied (**Travel Fee**). The Customer acknowledges and accepts that this Travel Fee is applicable and agrees to pay it in accordance with this clause 5. Additionally, the Customer acknowledges that any toll fees incurred during travel to and from the Remote Site will be on-charged to them. The Customer agrees to reimburse Parabellum Electrical Services for any toll charges incurred during the provision of services at the Remote Site.

5. PAYMENT

- 5.1 The Customer must pay all Fees in accordance with the amounts, due dates and payment terms specified in the Quote, or as otherwise agreed between the parties.
- 5.2 Parabellum Electrical Services will provide a tax invoice to the Customer for all amounts payable by the Customer at the times specified in the Quote. Such invoices will reference the relevant Quote number and, if applicable, the stage of the provision of the Goods and/or Services.
- 5.3 Without prejudice to its other rights and remedies, Parabellum Electrical Services may set-off and deduct from the sums due to the Customer pursuant to any agreement any sums (whether liquidated or not) owed by the Customer to it, irrespective of whether the liability to pay those sums arose under or in connection with the

Agreement.

- 5.4 The Customer will also pay to Parabellum Electrical Services, on demand, on a full indemnity basis, all amounts that Parabellum Electrical Services may, at its absolute discretion, expend or incur (including legal costs of a solicitor and own client basis) as a result of the Customer defaulting on any of the terms of this Agreement.
- 5.5 Unless otherwise indicated, amounts stated in a Quote do not include GST. In relation to any GST payable for a taxable supply by Parabellum Electrical Services, the Customer must pay the GST subject to Parabellum Electrical Services providing a tax invoice.
- 5.6 Parabellum Electrical Services reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- 5.7 If payment is not made in accordance with this clause, Parabellum Electrical Services at its entire discretion may:
- (a) require the Customer to pay Parabellum Electrical Services interest on all outstanding monies from 30 calendar days after the due date until the date of payment at the rate of 10% per annum, accruing daily, subject to change from time to time by written notice to the Customer at the absolute discretion of Parabellum Electrical Services;
 - (b) demand payment and all money due under this Agreement to Parabellum Electrical Services shall immediately become due and payable;
 - (c) refuse to supply any further part of the Goods and/or perform any further Services to/for the Customer until all outstanding monies, including any accrued interest, is paid in full;
 - (d) terminate this Agreement whereupon the full price for the Goods and/or Services, whether or not the time for payment under this Agreement has arrived, will be immediately due and payable.
- 5.8 The Customer may not withhold payment or make any deduction from any amount owing without Parabellum Electrical Services' prior written consent, irrespective of any claim the Customer may have against Parabellum Electrical Services.
- 5.9 Where Parabellum Electrical Services orders materials on behalf of the Customer, the Customer will be liable to reimburse Parabellum Electrical Services the costs of such materials (even where the Customer instructs Parabellum Electrical Services to order incorrect materials). Refunds will not be provided unless otherwise agreed by Parabellum Electrical Services in writing. If Parabellum Electrical Services determines that additional materials are required for the provision of the Services then the Customer will be liable for the payment of any additional materials (except where caused by the negligent act or omission of Parabellum Electrical Services).

6. PROVISION OF SERVICES & GOODS

- 6.1 The provision of the Goods and/or Services will take place through the delivery schedule as set out in the Quote or as otherwise agreed between the parties.
- 6.2 Any estimates for delivery of Goods and/or Services provided by Parabellum Electrical Services are an estimate only and are non-binding on Parabellum Electrical Services and subject to change without notice. Parabellum Electrical Services endeavours to provide the

Goods and/or Services on time, however, cannot guarantee the Goods and/or Services will be delivered/performed by such delivery dates. To the extent permitted under the ACL, Parabellum Electrical Services will not be responsible for any Losses suffered by the Customer in the event of any delay.

- 6.3 The Customer must pay all costs of delivery of the Goods at the time nominated by Parabellum Electrical Services (if delivery fees are payable) and must take receipt of the Goods when they are tendered for delivery by Parabellum Electrical Services.
- 6.4 In the event that the Goods are left by Parabellum Electrical Services on the site where the Services are to be provided (such as the Customer's Premises) and the Goods are stolen, the Customer acknowledges and agrees that they must still pay Parabellum Electrical Services for the Goods in accordance with this Agreement (and such Goods will be deemed to have been supplied to the Customer) and any replacement Goods that Parabellum Electrical Services is required to purchase.

7. VARIATIONS

- 7.1 The scope of the Goods and/or Services is as specified in the Quote.
- 7.2 Should the Customer require amendments to the Goods and/or Services specified in the Quote, then the Customer may request Parabellum Electrical Services provide such amendments, and Parabellum Electrical Services may accept or reject such request at its sole discretion. Any requests for the removal or reduction of any of the scope of Goods and/or Services must be made within the cancellation period prescribed in the Quote (if any) and are subject to Parabellum Electrical Services accepting or rejecting such request at its sole discretion. If Parabellum Electrical Services accepts such requests then it will provide an additional quote (with additional fees if required to be paid as advised by Parabellum Electrical Services at the time of request) and if accepted by the Customer, an invoice will be issued to accommodate these scope changes.
- 7.3 If Parabellum Electrical Services determines that additional Goods and/or Services (including materials) are required to be carried out, then Parabellum Electrical Services will make all reasonable attempts to contact the Customer and stop all work associated until further instructions are provided by the Customer.
- 7.4 The Customer is solely liable for the payment of any additional Goods and/or Services outside of the scope specified in the Quote.

8. ACCESS TO PREMISES

- 8.1 The Customer grants (or must procure the grant to) Parabellum Electrical Services and its Personnel an irrevocable licence to occupy the Premises for the purpose of fulfilling its obligations under this Agreement, as well as a licence to pass through any other areas as required for the provision of the Services.
- 8.2 The Customer must ensure that the Premises is completely free and has easy access.
- 8.3 The Customer must ensure that the Premises is compliant with any applicable Work Health and Safety laws and industry practices and is otherwise in a suitable and safe condition for Parabellum Electrical Services to provide Services at the Premises.
- 8.4 The Customer must obtain any relevant authorisations or permissions for Parabellum Electrical Services to provide

Services at the Premises.

9. INSTALLATION SERVICES ON THE PREMISES

9.1 In providing the Services to the Customer, Parabellum Electrical Services will take every reasonable precaution, however, to the maximum extent permitted under applicable law, including Australian Consumer Law, will not be liable in respect of:

- (a) the structural integrity of the Customer's Premises;
- (b) the Premises' ability to carry the weight of any installed goods;
- (c) any effect installation of the goods has on the Premises;
- (d) any damage to the Premises including damage to walls, internal or external flooring, ceiling, appliances or any items on the Premises which is not directly due to Parabellum Electrical Services' negligence or breach of this Agreement.

10. PERSONNEL & SUBCONTRACTING

The Customer approves Parabellum Electrical Services to subcontract, delegate or perform the Services through any person without the prior written consent of the Customer.

11. ACCEPTANCE AND DEFECTIVE GOODS AND/OR SERVICES

11.1 Subject to the following terms, Parabellum Electrical Services agrees to provide the following remedies for Goods and/or Services deemed defective in accordance with this clause.

11.2 The Customer must notify Parabellum Electrical Services in writing of any evident defect in the Goods and/or Services immediately on supply/installation/provision of the Goods and/or Services.

11.3 Defective Goods

- (a) For Goods, the Customer must allow Parabellum Electrical Services unimpeded access to inspect such Goods. Parabellum Electrical Services may also require the Customer to send photographic proof of any defect in the Goods.
- (b) Returns will only be accepted by Parabellum Electrical Services provided that:
 - (i) the Customer has complied with its obligations under this Agreement and has not attempted to repair the Goods itself;
 - (ii) Parabellum Electrical Services has agreed (in its reasonable opinion) that the Goods are defective;
 - (iii) the Goods are returned to Parabellum Electrical Services as soon as possible and within a timeframe that in the Parabellum Electrical Services' opinion is reasonable for the specific type of Goods after installation, at the Customer's cost, or as otherwise agreed between the parties; and
 - (iv) the Goods are accompanied by all original documentation provided by Parabellum Electrical Services.
- (c) Except as required by law, for each Good that is deemed defective and returned in accordance with this clause, Parabellum Electrical Services will only be liable to provide a replacement Good, a refund or a repair and a refund of any shipping costs incurred by the Customer.

(d) For the avoidance of doubt, this clause only applies to Goods supplied by Parabellum Electrical Services.

11.4 Defective Services

- (a) The Customer must provide written notice of any defective services as soon as possible upon becoming aware of them and within a timeframe that in the Parabellum Electrical Services' opinion is reasonable for the specific type of Service. Parabellum Electrical Services may also require the Customer to provide evidence of any defect in any Services supplied.
- (b) Parabellum Electrical Services will decide in its sole discretion if the Services are defective (acting reasonably).
- (c) Except as required by law, for each Service that is deemed defective in accordance with this clause, Parabellum Electrical Services' liability will be limited to the supplying of the Services again or the payment of the cost of having the Services supplied again (to remedy such defect) and such replacement Services will not be carried out until the Customer's account is paid in full. If any works are required outside of the timeframe that in the Parabellum Electrical Services' opinion is reasonable for the specific type of Service, it will be deemed a new scope and a new Quote will be provided to the Customer.
- (d) Where a service or item not supplied by Parabellum Electrical Services Plumbing is faulty and the Customer requires Parabellum Electrical Services Plumbing to attend to check or repair it, Parabellum Electrical Services Plumbing may charge the Customer a call out fee as specified by Parabellum Electrical Services Plumbing for having one of its Personnel attend the site. Such call out fee will be payable at the date as specified on the invoice.

11.5 Warranty and Rectification for Customer-Supplied Goods

- (a) Where the Customer supplies their own goods, Parabellum Electrical Services provides no warranty of any kind for those goods. It is the Customer's responsibility to promptly notify Parabellum Electrical Services of any defects or issues with the customer-supplied goods and provide necessary documentation, such as proof of purchase or warranty information. The Customer must arrange for the replacement of defective customer-supplied goods in accordance with the warranty provided by the manufacturer or retailer from whom the customer-supplied goods were purchased. Parabellum Electrical Services shall not be held liable for any defects, damages, or malfunctions related to the customer-supplied goods.
- (b) If the Customer encounters issues with the customer-supplied goods and wishes to have Parabellum Electrical Services involved in the re-supply or re-installation process, the Customer may make a request. However, the Customer acknowledges and agrees that they will be solely responsible for any costs incurred in the re-supply or rectification of such Goods and/or Services. This includes any additional labour, travel expenses, or materials required to address the issue. Parabellum Electrical Services will provide a reasonable estimate of the costs involved and

seek the Customer's approval before proceeding with any re-supply or rectification work. Parabellum Electrical Services' liability for any damages caused by the customer-supplied goods during the re-supply or re-installation process shall be limited as specified in clause 12 of this agreement.

- (c) It is the Customer's responsibility to ensure that the customer-supplied goods are of satisfactory quality, fit for purpose, and meet all relevant specifications. Parabellum Electrical Services shall not be held responsible for any defects, liabilities, or shortcomings associated with the customer-supplied goods.
- (d) Parabellum Electrical Services disclaims any liability for any damages, losses, or injuries arising from the use or installation of customer-supplied goods.

12. LIABILITY

12.1 **(Liability for Defects)** Notwithstanding any other clause in this Agreement, Parabellum Electrical Services will only be responsible for defects in the Services, Goods and components that Parabellum Electrical Services supplies. To the maximum extent permitted by law, Parabellum Electrical Services will not be liable for or required to provide any remedy for:

- (a) any components or materials supplied by the Customer;
- (b) any services carried out by third parties;
- (c) any defect or damage where such defect or damage is caused by or arises as a result of, or directly or indirectly in connection with, the Customer (or the Customer fails to take reasonable steps to prevent them from becoming defective), any other person (such as the Customer's other contractors, staff and agents) fair wear and tear, or any accident or circumstance outside the reasonable control of Parabellum Electrical Services.

12.2 **(Damages)** In the event the provision of the Goods and/or Services (being the works provided) are damaged or destroyed through no fault of Parabellum Electrical Services, then any additional cost and expenses incurred as a result of such damage or destruction shall be chargeable to the Customer and the Customer is solely liable to pay such amounts.

12.3 Limitation of Liability

- (a) To the maximum extent permitted by law and subject to clause 12.3(b), the total liability of each party in respect of loss or damage sustained by the other party in connection with this Agreement is limited to the amount paid by the Customer to Parabellum Electrical Services Plumbing under the most recent Quote.
- (b) Clause 12.3(a) does not apply to the Customer's liability in respect of loss or damage sustained by Parabellum Electrical Services arising from the Customer's breach of clauses 8 or the Customer's negligent, fraudulent or criminal act or omission.

12.4 **(Consequential loss)** To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any Goods or Services provided by

Parabellum Electrical Services, except:

- (a) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
- (b) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).

13. WARRANTIES

13.1 The warranties contained in this clause must be valid at all times during the term of the Agreement and will be continuing warranties which will survive the termination or expiration of this Agreement.

13.2 The Customer warrants to Parabellum Electrical Services that as at the date of this Agreement and for the duration of this Agreement:

- (a) the information contained in this Agreement is true and correct;
- (b) the Customer is not entering this Agreement as trustee for any trust (unless disclosed);
- (c) it has the legal right and power to enter into this Agreement;
- (d) the execution, delivery and performance of this Agreement by the Customer has been duly and validly authorised by all necessary corporate action on its part;
- (e) this Agreement is a valid and binding Agreement on the Customer, enforceable in accordance with its terms;
- (f) the Customer is not bankrupt or insolvent and no receiver, liquidator, administrator or receiver and manager has been appointed over any part of its assets and no such appointment has been threatened;
- (g) the Customer (including its partners, directors or shareholders) is not subject to any form of insolvency or bankruptcy administration; and
- (h) it has the capacity to make the payment in accordance with this Agreement.

14. AUSTRALIAN CONSUMER LAW

14.1 To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.

14.2 Nothing in this agreement is intended to limit the operation of the Australian Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

15. TERMINATION

15.1 Termination for Convenience

Either party may terminate this Agreement for convenience by providing 10 Business Days' notice to the other party.

15.2 Termination for Breach

- (a) Either party may terminate this Agreement immediately by written notice if there has been a Breach of this agreement.
- (b) A "**Breach**" of this Agreement means:

- (i) a party (**Notifying Party**) considers the other party is in breach of this Agreement and notifies the other party;
- (ii) the other party is given 10 Business Days to rectify the breach; and
- (iii) the breach has not been rectified within 10 Business Days or another period agreed between the parties in writing.

15.3 Effect of Termination

Upon termination of this Agreement, each party must:

- (a) return all property and Confidential Information to the other party;
- (b) comply with all obligations that are by their nature intended to survive the end of this agreement;
- (c) the Customer must pay any outstanding Fees for Services already performed or Goods purchased up to the date of termination;
- (d) if the Customer terminates this agreement in accordance with clause 15.1, then the Customer must pay Parabellum Electrical Services Plumbing's pre-estimated genuine losses as a result of the Customer ending this agreement;
- (e) if Parabellum Electrical Services Plumbing terminates this agreement in accordance with clause 15.2, then the Customer must pay Parabellum Electrical Services Plumbing's pre-estimated genuine losses as a result of the Customer ending this agreement; and
- (f) if the Customer terminates this agreement in accordance with clause 15.2, then Parabellum Electrical Services Plumbing will refund any amounts paid by the Customer for Services not provided as at the date of termination.

15.4 Survival

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this Agreement will survive and be enforceable after such termination or expiry.

16. OWNERSHIP, RISK AND ASSIGNMENT

- 16.1 Notwithstanding anything to the contrary express or implied in this Agreement, the parties agree that Parabellum Electrical Services retains full title to the Goods and title will not at any time pass to the Customer until the purchase price for the Goods and all other amounts owing in respect of the Goods are paid to Parabellum Electrical Services.
- 16.2 Title in all goods are retained by Parabellum Electrical Services until the Fees are paid in full.
- 16.3 Risk in the Goods will pass on delivery to the Customer. Delivery may not be refused by the Customer.
- 16.4 If the Customer does not pay for any Goods on the due date for payment, the Customer authorises Parabellum Electrical Services, to enter any premises occupied by the Customer or any other place where the Goods are located and use reasonable force to retake possession of the Goods without liability for trespass or damage.
- 16.5 Parabellum Electrical Services may at its option keep or resell Goods retaken from the Customer.

17. CONFIDENTIALITY

- 17.1 The parties will not, during or at any time after the Term, disclose Confidential Information directly or indirectly to

any third party, except:

- (a) with the other party's prior written consent;
- (b) as required by law; or
- (c) to their Personnel on a need to know basis for the purposes of performing its obligations under this agreement (**Additional Disclosees**).

- 17.2 If either party becomes aware of a suspected or actual breach of clause 17.1 by that party or an Additional Disclosee, that party will immediately notify the other party and take reasonable steps required to prevent, stop or mitigate the suspected or actual breach. The parties agree that damages may not be a sufficient remedy for a breach of clause 17.1.

- 17.3 A party may only use the Confidential Information of the other party for the purposes of exercising its rights or performing its obligations under this agreement.

- 17.4 On termination or expiration of this agreement, each party must immediately return to the other party, or (if requested by the other party) destroy, any documents or other Material in its possession or control containing Confidential Information of the other party.

- 17.5 Each party will ensure that Additional Disclosees keep the Confidential Information confidential on the terms provided in this clause 17.

18. PRIVACY

The parties must comply with their respective obligations under the *Privacy Act 1988* (Cth).

19. DISPUTE RESOLUTION

- 19.1 A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause 19.

- 19.2 A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.

- 19.3 Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith through mediation. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

20. FORCE MAJEURE

- 20.1 If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:

- (a) reasonable details of the Force Majeure Event; and
- (b) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.

- 20.2 Subject to compliance with clause 20.1, the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure

- Event.
- 20.3 The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible.
- 20.4 For the purposes of this agreement, a **'Force Majeure Event'** means any:
- (a) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (b) strikes or other industrial action outside of the control of the Affected Party;
 - (c) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (d) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of the Affected Party, to the extent it affects the Affected Party's ability to perform its obligations.

21. NOTICES

- 21.1 A notice or other communication to a party under this agreement must be:
- (a) in writing and in English; and
 - (b) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- 21.2 Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
- (a) 24 hours after the email was sent; or
 - (b) when replied to by the other party, whichever is earlier.

22. GENERAL

22.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

22.2 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

22.3 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

22.4 WAIVER

No party to this agreement may rely on the words or

conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

22.5 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

22.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

22.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

22.8 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

22.9 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

22.10 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

23. DEFINITIONS & INTERPRETATION

23.1 Definition

In these Terms, the following words and phrases have the following meaning:

Term	Meaning
Confidential Information	means information relating directly or indirectly to Parabellum Electrical Services, its assets and the operation and affairs of Parabellum Electrical Services, including without limitation, this Agreement and the Goods and Services.
Goods	means those goods that Parabellum Electrical Services agrees to supply to the Customer pursuant to the Quote.
GST	has the meaning given to it in the A New Tax System (Goods and/or Services Tax) Act 1999 (Cth).
Personnel	employees, secondees, agents, other nominees and subcontractors (who are individuals), including employees and contractors (who are individuals) of subcontractors.
Premises	means the working area or site specified where the Goods and/or Services are to be supplied as set out in a Quote or otherwise agreed between the parties.
Services	means those services that Parabellum Electrical Services agrees to supply to the Customer pursuant to the Quote.

23.2 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$; or "dollar" is to Australian currency;

- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.