

1. Quotation, order and acceptance

1.1 Sharina Pty Ltd t/as AirLube (AirLube) has offered to supply and deliver the Goods and/or Services and the Customer has agreed to purchase and accept the Goods and/or Services.

1.2 AirLube will supply Goods and/or Services from time to time, pursuant to:

- AirLube's written quotation or estimate of price submitted to the Customer (Quotation); and
- AirLube's subsequent acceptance of a written order (usually in the form of a Customer 'purchase order') referencing AirLube's quotation and the relevant Goods and/or Services set out in the Quotation in accordance with clause 1.4.
- AirLube's Quotation is only valid for the 'validity period' stated in the Quotation document and if no date is stated the estimate shall lapse after 30 days following the date issued to the Customer.

1.3 Unless AirLube has executed a separate written agreement with the Customer for the sale of specified Goods and/or Services AirLube's written Quotation and its supply and delivery of Goods and/or Services shall be governed by these sale terms.

1.4 AirLube's Quotation or estimate of price is not an offer to sell or contract, and no 'purchase order' given by the Customer to AirLube following a Quotation will bind AirLube until it is accepted (or deemed accepted) by AirLube by any of the following means (whichever occurs earliest):

- AirLube signing and returning to the Customer a 'Confirmation of order';
- AirLube otherwise notifying the Customer that AirLube accepts the Customer's offer to purchase the specified Goods and/or Services;
- When AirLube commences the performance of the Services or the delivery of the Goods;
- 2 business days after AirLube has received an order from the Customer consistent with the Quotation and does not dispute that order during those 2 business days;
- When the Customer makes payment (or part payment) to AirLube and AirLube accepts such payment (or part payment) in respect of the Goods and/or Services.

1.5 Once AirLube accepts the Quotation, a contract comes into existence (Contract) comprising:

- the Quotation and documents attached to or otherwise incorporated into the Quotation by reference;
- these sale terms; and
- any other documents exchanged between the parties and relied on by both parties and clearly intended to comprise a Contract document, which, in the event of inconsistency, will be interpreted in the order of precedence listed above with the first taking priority and so on.

1.6 The Contract cannot be cancelled or deferred by the Customer without the prior written consent of AirLube. If a Contract is cancelled or deferred by the Customer, AirLube reserves the right to charge the Customer for all loss, damage and expense sustained or incurred by AirLube as a result of the cancellation or deferral, including holding costs, freight costs, foreign exchange and treasury costs and expenses incurred by AirLube in ordering, assembling or preparing the Goods to the Customer's specification.

1.7 The Contract overrides and operates to the exclusion of the Customer's standard terms and conditions of purchase, service levels and/or equipment requirements to the extent those documents purport to impose higher obligations on AirLube or otherwise diminish AirLube's rights, entitlements and/or remedies in respect of the sale of the Goods and/or Services to the Customer. To avoid doubt, if AirLube and the Customer have negotiated and executed a separate full-form written agreement relating to the specified Goods and/or Services that separate written agreement will govern the supply and delivery of those Goods and/or Services according to its terms.

2. Delivery

2.1 Any delivery, shipping, installation or performance dates indicated on AirLube's Quotation, the Customer's order, AirLube's Confirmation of Order or otherwise in any Contract documents are estimated. AirLube will use best endeavours to deliver the Goods or perform the Services by such Delivery Dates. AirLube may deliver the Goods and/or Services in instalments as they become available. If late delivery occurs for any reason then the nominated Delivery Date(s) shall be extended by such reasonable period of time as determined by AirLube to take account of the events causing late delivery (Extended Delivery Date).

2.2 Unless expressly stated otherwise in AirLube's Quotation and/or Confirmation of Order Goods will be Delivered Ex Works (ref. Incoterms EXW).

2.3 Unless expressly stated otherwise in AirLube's Quotation and/or Confirmation of Order, AirLube shall not be liable directly or indirectly to the Customer in connection with any delay in delivery, shipping, installation or performance however occasioned. The Customer acknowledges and agrees that it is not entitled to terminate the Contract or cancel all or any part of any order placed with AirLube for Goods and/or Services in respect of a delay in delivery, shipping, installation or performance however occasioned.

3. Risk and title

3.1 The Customer bears all risk of loss and damage to the Goods or any Deliverable when the Goods and/or Deliverables are made available to the Customer at Site.

3.2 The Customer must procure and maintain insurance for the Goods and/or Deliverables on normal commercial terms with a reputable insurer for their full replacement value, noting the interests of AirLube, from the time risk passes until ownership passes under clause 3.3. The Customer must provide AirLube with certificates of currency evidencing the insurance on request.

3.3 Title to the Goods or any Deliverable only passes to the Customer upon payment in full of the Sale Price for the Goods and/or Services.

3.4 Until ownership of the Goods passes to the Customer: (a) the Customer must store the Goods, including products into which the Goods have been incorporated, so that they are clearly identified as the property of AirLube; (b) the Customer must act in a fiduciary capacity to AirLube and hold any proceeds from the sale or disposal of the Goods or any products into which the Goods have been incorporated on trust for AirLube's benefit and pay those amounts to AirLube on demand; (c) AirLube may demand that the Customer return the Goods and may enter any land or premises to retrieve the Goods if that demand is not complied with; (d) the Customer must not grant a security interest in the Goods to any person other than AirLube; and (e) despite any other rights or remedies to which AirLube is entitled, AirLube has a lien (including a right of sale) over the Goods.

4. Inspection of the Goods and acceptance

4.1 The Customer must inspect the Goods upon delivery. If the Customer believes the Goods are damaged, incorrect or otherwise not in conformity with the Contract, the Customer must within seven (7) days of delivery (or such other period as is stated in AirLube's Quotation and/or Confirmation of Order) give written notice to AirLube, setting out full details of the non-conformity, damage etc. If AirLube has not received any written notice from the Customer within that seven (7) day (or other agreed) period, the Customer is deemed to have accepted the Goods.

4.2 Where a written notice is given to AirLube within the period provided for above, AirLube will promptly respond to such notice and direct the Customer as to the return or rectification of the Goods. To the extent that the damage or non-conformance of the Goods is not caused by any act or omission of the Customer AirLube shall, in its absolute discretion, do any one or more of the following (a) repair the Goods; (b) credit to the Customer the price of returned Goods; or (c) replace the Goods.

5. Specifications and warranties

5.1 The Contract may include references to specifications provided by AirLube and/or the Customer. The Customer acknowledges and agrees that if before the manufacture of the Goods the manufacturer modifies its specification, AirLube may, with the Customer's consent (not to be unreasonably withheld) substitute the modified specification for any specification in the Contract.

5.2 Subject to clause 5.4, AirLube makes no representation, warranty or undertaking regarding the character, quality, condition, suitability or fitness of the Goods to the Customer's particular application and all implied terms as to those matters are excluded. The Customer agrees that:

- it has satisfied itself before placing its order as to the suitability of the Goods for the Customer's intended application; and
- except for the representations directly supported by the manufacturer warranties issued in writing by AirLube (refer clause 5.3 below), the Customer has not relied on any inducement, representations or statement made by or on behalf of AirLube in acquiring the Goods and/or Services.

5.3 Warranties against defects in respect of the Goods are provided by the manufacturer. AirLube will notify the Customer of any applicable manufacturer's warranty in relation to the Goods and AirLube's entire responsibility with respect to any warranties for the Goods is to pass on to the Customer the benefit of any such manufacturer's warranty. To the extent permitted by law (including subject to clause 5.4), the manufacturer's warranty is in substitution for all other terms, conditions and warranties, whether implied by statute or otherwise. In the event the Goods are defective while under warranty, AirLube will facilitate the replacement or repair of the defective goods at the manufacturer's

option and expense. The Customer acknowledges and agrees that it will not be entitled to warranty services to the extent the Customer has not stored, handled, operated or otherwise used the Goods in accordance with the applicable instructions issued by AirLube or the manufacturer or the claim is made outside of the applicable warranty period. Warranty claims should be directed to AirLube.

5.4 The Goods may come with guarantees that cannot be excluded under the Australian Consumer Law. To the extent expressly provided for under Australian Consumer Law the Customer may be entitled to: (a) a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage; or (b) have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

5.5 The Customer is responsible for ensuring that all applicable health and safety regulations are observed and other appropriate steps taken in respect of the storage, handling and use of the Goods and safety information, operating instructions and notices supplied with the Goods are attached to (or contained in) the Goods, conveyed to and observed by any person using the Goods and not defaced or removed from the Goods. The Customer shall, insofar as reasonably practicable, ensure all relevant manufacturer product information provided by AirLube from time to time in connection with the Goods is conveyed to and observed by any person using the Goods. Unless otherwise expressly agreed in writing, the Customer shall be solely responsible for the installation and erection of the Goods purchased.

5.6 Any repair work, assembly, modification work carried out by AirLube on the Goods or installation or commissioning services undertaken by AirLube is warranted to be free from defects in material and workmanship provided. The Customer acknowledges and agrees that any defect must be discovered and notified to AirLube within six (6) months after the date of completion of the repair work by AirLube. The entire extent of AirLube's liability is limited to the replacement or repair of the defective material or the repair of the defective workmanship if, upon inspection, the repair is found to be defective in material supplied or workmanship. This warranty does not cover labour for removal or installation, or parts or exchange components. The Customer shall bear all transportation and handling costs.

6. Limits on liability

6.1 The liability of AirLube under or arising out of the sale and supply of Goods, for breach of any term, condition or warranty implied in or imposed upon the sale or supply of Goods by law, is limited, at the option of AirLube: (a) in the case of Goods: (i) to the replacement of the goods or the supply of equivalent goods; (ii) to the repair of the goods; (iii) to the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; (b) in the case of services: (i) to the supply of the services again; (ii) to the payment of the cost of having the services supplied again.

6.2 Except as expressly provided above, AirLube shall have no liability to the Customer in respect of any loss or damage (including consequential or indirect loss or damage or loss of profits) howsoever caused which may be suffered or incurred or which may arise directly or indirectly in respect of the Goods or the failure of AirLube to comply with these terms.

7. Price and price adjustments

7.1 The Sale Price for the Goods and/or Services payable by the Customer is the Quotation Price stated in Australian Dollars as set out in AirLube's Confirmation of Order plus adjustments calculated in accordance with this Contract. Unless otherwise expressly agreed in writing by AirLube, no costs associated with packaging, transport and delivery of the Goods to the Site are included in AirLube's Quotation Price (ref Incoterms EXW). The Quotation Price is subject to adjustments to take account of the matters set out in AirLube's Quotation which may include:

- foreign exchange amounts calculated in accordance with clause 7.2;
- manufacturer modifications referred to in clause 5.1; and
- changes in the costs to AirLube of ocean freight rates, marine insurance rates and / or taxes, duties, export charges and similar fees applicable to the Customer's purchase of the Goods.

Price adjustments for the variables set out in (a) to (c) above shall be effective upon AirLube delivery to the Customer of: (1) a written notice of price adjustment which shall include AirLube's reasonable basis for such price increase; and (2) a revised AirLube Quotation and/or Confirmation of Order indicating the new sales price. The new sales price shall be considered automatically effective, accepted and binding upon the Customer as from the date of its receipt of AirLube's notice of price adjustment and revised AirLube Quotation and/or Confirmation of Order. Customer agrees to pay such new sales price without claim or objection in accordance with AirLube's invoice and the payment terms set out in clause 8.

7.2 Unless AirLube has stated otherwise in its Quotation and/or Confirmation of Order, the Sales Price will be adjusted up or down for foreign exchange movements on imported content of the Goods paid for by AirLube in foreign currency in accordance with this clause 7. The foreign exchange adjustment amount will be calculated by AirLube by reference to the variation in: (a) the Base Exchange rate (usually CAD:AUD) being the rate as quoted in AirLube's Quotation and/or Confirmation of Order; and (b) the Actual Exchange rate (usually quoted as CAD: AUD) being the rate at which AirLube pays its overseas supplier (which shall not exceed the published rate by Reserve Bank of Australia on that date).

7.3 In addition to the price adjustments set out in clause 7.2 the Customer must pay any taxes, including a sum equal to the amount of any GST payable by AirLube on any taxable supplies made by AirLube to the Customer under or in connection with the Contract, any duties (including stamp duty), levies, charges, fines or imposts on or in connection with the Contract. The Customer shall have no right to set-off any amounts it may owe AirLube against amounts AirLube may owe the Customer under this Contract or any other contract between AirLube and the Customer.

8. Payment terms

8.1 The Customer represents that it is and will at all times be solvent and has and will at all times have the financial ability to pay for the Goods and / or Services in accordance with the Contract.

8.2 If the Customer does not have a commercial credit account with AirLube, the Customer must pay for Goods in advance of delivery and for Services in advance of performance in the amounts (which may be in instalments) without set-off or deduction by the dates for payment set out in the Contract.

8.3 Where the Customer has a commercial credit account with AirLube, the Customer must pay AirLube without deduction or set-off in accordance with the terms of credit agreed between AirLube and the Customer and the payment terms specified in each applicable Quotation and/or Confirmation of Order. The Customer acknowledges and agrees that AirLube may withdraw any credit facilities at any time without any prior notice including in respect of Customer orders that have been accepted via AirLube's confirmation of order, Goods already sold, supplied or delivered. In that event all amounts outstanding become due and payable immediately such credit facilities are withdrawn. The Customer acknowledges that credit extended to the Customer for Goods sold will only be made in accordance with any written agreement between the Customer and AirLube or, if none, in accordance with the terms of credit as maintained by AirLube at the time the Customer's account was established (as subsequently altered by AirLube). In all other respects these sale terms and conditions will apply.

8.4 If the Customer does not have a commercial credit account with AirLube the Customer must pay for the Goods or Services in full and in cleared funds in accordance with the payment terms specified in the applicable Quotation and/or Confirmation of Order which includes making payments in advance of AirLube commencing assembly or its own procurement of the Goods to meet the Customer's specification.

8.5 If the Customer fails to pay an invoice in full by the due date, AirLube reserves the right to (in its absolute discretion):

- deduct the amount outstanding from moneys otherwise due or payable by AirLube to the Customer including by way of any claim to money which the Customer may have against AirLube whether for damages or otherwise whether in respect of this sale of Goods or otherwise;
- charge interest on the amount outstanding calculated on a daily basis and compounded monthly at an interest rate which is 7% greater than the Reference Rate published by the Australia and New Zealand Banking Group Limited or its successor as at the due date of payment;
- resell the Goods by giving the Customer written notice that AirLube intends to resell the Goods if the Customer does not forthwith pay the invoiced outstanding amount (and interest thereon) within a specified period (such period not being less than seven (7) business days).

The Customer acknowledges and agrees that if AirLube elects to resell the Goods, AirLube is entitled to retake possession of the Goods (and for that purpose the Customer shall allow AirLube to enter upon any premises where the Goods may be situated for the purposes of removing the Goods) and the Customer shall pay AirLube:

(1) charges for and incidental to the storage, handling of the Goods until their delivery under the resale; (2) interest on the Sale Price of the Goods from the date when due until payment upon their resale at the rate stated above; (3) the amount (if any) by which the purchase price on resale is less than the Sale Price which would have been otherwise payable by the Customer; and (4) the balance of any expenses incurred by AirLube in making delivery under resale over and above normal delivery expenses which would have otherwise been payable by the Customer. AirLube's rights under clause 8.5 are in addition to any other legal remedy AirLube may have.

9. Trade in

9.1 If AirLube has agreed to purchase any trade-in goods from the Customer (as shown in the Quotation and AirLube's Confirmation of Order), the Customer warrants that it has or will have at the time of delivery unencumbered title (including security interests) to those trade-in goods. Risk in trade-in goods remains with the Customer until inspection and acceptance by AirLube at AirLube's nominated point of delivery (which will be at the Customer's expense).

9.2 If on inspection AirLube reasonably considers that the value of the trade-in goods is significantly less than the value previously attributed to those goods by the Company (as shown in the Quotation and AirLube's Confirmation of Order), AirLube reserves the right to reduce the value attributed to those goods accordingly and the difference becomes a debt owing from the Customer to AirLube.

10. Personal Property Securities Act 2009 (Cwlth) (PPSA)

10.1 For the purposes of the PPSA, the Customer acknowledges that the Contract may be a security agreement in respect of which the Goods are collateral. The Customer:

(a) grants to AirLube a first ranking security interest and purchase money security interest in all Goods delivered by AirLube and the proceeds from any resale of Goods by AirLube as security for all indebtedness owed whatsoever to AirLube; and

(b) consents to AirLube effecting and maintaining registrations on the Personal Property Securities Register (PPSR) in respect of security interests created or contemplated by the Contract and any proceeds from dealing in the Goods.

10.2 AirLube may register a financing statement or financing change statement in respect of a security interest at any time. The Customer agrees to sign any documents, provide information or do anything else AirLube requires to effect and maintain its registration on the PPSR, protect its security interests, register financing statement or financing change statements or otherwise preserve AirLube's priority position as contemplated by the Contract. AirLube may recover from the Customer its costs incurred by AirLube registering, maintaining and enforcing security interests created or contemplated by the Contract, in the Goods and any proceeds from dealing in the Goods.

10.3 The Customer waives its rights under section 157 of the PPSA to receive a verification statement in relation to any registration on the PPSR of a security interest in respect of the Goods.

10.4 The Customer must not without AirLube's prior written consent: (a) register a financing change statement in respect of a security interest created or contemplated by this Contract or any other agreement between the Customer and AirLube; or (b) register, or allow to be registered in a third party's favour a financing statement or financing charge statement in respect of the Goods. The Customer and AirLube agree, to the extent that the PPSA permits, not to disclose information of the kind described in section 275(1) of the PPSA to an interested person unless specifically agreed otherwise. However, if AirLube wants or needs to disclose any particular information the Customer authorises AirLube to do so under section 275(7)(c) of the PPSA.

10.5 To the extent permitted to do so, the Customer and AirLube agree to contract out of: (a) the following enforcement provisions referred to in section 115(1) of the PPSA: section 95 to the extent it requires AirLube to give notices to the Customer; section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and (b) Part 4.3 of the PPSA, other than section 123(1), 126, 128, 129(1), 133, 134(1), 136(1) and 136(2).

10.6 AirLube has absolute discretion as to the manner in which it applies money it receives under the Contract.

10.7 Except to the extent that the Customer is an individual purchasing Goods or Services wholly or predominantly for personal domestic or household purposes, in order to secure the Customer's due and punctual performance of all its obligations to AirLube (including the payment of all monies owing) under the Contract, or otherwise, the Customer charges all of its legal and beneficial interest (present and future) in any and all real property and all present and after acquired property. On AirLube's request, the Customer must at its cost execute any documents and do all things required by AirLube to more fully document or better secure a charge arising under this clause 10.7 on such terms as it sees fit or to register a charge or security interest in respect of any of the Customer's real and personal property including effecting and maintaining registrations on the PPSR. The Customer also consents to AirLube lodging caveats in respect of any of the Customer's property. The Customer appoints AirLube or an authorised office of AirLube to be its attorney for the purpose of executing and registering such documents.

11. Privacy and information

11.1 AirLube will comply with the Australian Privacy Principles in all dealings with the Customer. The Customer agrees and acknowledges that AirLube will collect personal information about the Customer and may use and/or disclose that information to: (a) provide and market goods and services to the Customer; (b) assess the Customer's credit worthiness; and (c) assist AirLube in the collection of overdue payments. If the Customer does not provide the personal information requested then AirLube may refuse to enter into the Contract. AirLube may disclose the personal information to other related entities.

11.2 AirLube's privacy policy contains information about how the Customer may access the personal information about the individual that is held by AirLube and seek correction of such information as required. The Customer may obtain a copy of AirLube's privacy policy by request.

11.3 The Customer acknowledges that the Goods may be fitted with remote monitoring equipment and information collection system known as RPM® and if this is the case: (a) data and information concerning the Goods, their condition and operation may be transmitted to AirLube and LB Foster; and (b) the Customer will be responsible for any periodic subscription fees payable to activate and utilise RPM unless those fees are included in the sale price of the relevant Goods; and (c) the Customer grants to AirLube an irrevocable royalty free licence to sell, sub-licence, grant access to or in any other way use all data and information created by or provided to AirLube in connection with any servicing, maintenance, repair or other dealings with the Goods.

11.4 The copyright, patent rights, design rights and all other intellectual property rights in respect to or contained within the Goods and/or Services or in any drawing, plan, prototype or specification in relation to the Goods and/or Services or their manufacture which have been developed by or on behalf of AirLube or the manufacturer shall remain the property of AirLube or the manufacturer as the case may be and no transfer to the Customer of any such rights is included in the price paid or agreed to be paid whether or not such price includes an amount for designing or producing the Goods and/or Services. All such items and all documents, information, systems and know-how provided to or disclosed to the Customer by AirLube and marked or described as "Confidential" or "Commercial in Confidence" shall be treated as confidential by the Customer. The Customer shall not loan, copy, use, dispose of or sell such items, documents, information, systems or know-how without the prior written consent/authorisation of AirLube.

12. Changes to the Order, Cancellation and Termination

12.1 Despite anything to the contrary stated in the Contract, the Customer is not entitled to cancel or change an order without AirLube's prior written consent and upon terms indemnifying AirLube from all resulting losses and damages.

12.2 Without limiting clause 12.1, if the Customer cancels an order for Goods and/or Services, then: (a) all amounts then owing by the Customer to AirLube in respect of that order and all amounts incurred by AirLube until the date of cancellation in relation to the supply of the Goods and performance of the Services (including foreign exchange costs, shipping costs and holding costs) will become immediately payable and recoverable as a debt due; and

(b) in addition, AirLube will be entitled to recover from the Customer all costs incurred by AirLube as a result of the cancellation, including, without limitation, costs in the categories listed in clause 8.5 above.

12.3 AirLube may terminate all or any part of an order for Goods and/or Services which remains unperformed or the Contract as a whole immediately on written notice to the Customer if:

(a) The Customer breaches the Contract and fails to remedy the breach within 7 days of receiving notice to do so;

(b) An Insolvency Event occurs;

(c) In AirLube's opinion any other event occurs which is likely to materially adversely affect the Customer's ability to meet its obligations to AirLube under the Contract.

12.4 AirLube's termination rights are in addition to any other rights or remedies AirLube has under the Contract or at law or in equity.

12.5 Following termination of an order or the Contract as a whole by AirLube, AirLube may take all necessary steps to repossess the Goods in respect of which ownership has not passed to the Customer under clause 3.3. The Customer authorises AirLube (including where required as agent of the Customer) to enter the premises where the Goods are situated to enable AirLube to repossess the Goods. The Customer indemnifies AirLube from and against all costs, claims, actions and liabilities AirLube may suffer or incur as a consequence of terminating an order of the Contractor or repossessing the Goods including legal costs on an indemnity basis.

13. Goods and Services Tax

13.1 Unless specifically described in AirLube's Quotation and Confirmation of Order as 'GST inclusive', the sale price for the Goods does not include any amount on account of GST.

13.2 Where any supply to be made by AirLube under the Contract is subject to GST: (a) the consideration payable for that supply but for the application of this clause 13 (GST Exclusive Consideration) shall be increased by, and the Customer shall pay to AirLube, an amount equal to the GST payable in respect of that supply (GST Amount); and (b) the Customer must pay the GST Amount to AirLube at the same time and in the same manner as the GST Exclusive Consideration is payable or to be provided for that supply.

13.3 Unless the contrary intention appears, a word or expression used in this clause 13 which is defined in the GST Law has the same meaning in this clause 13.

14. General

14.1 The Customer may not assign or subcontract the rights and/or obligations under the Contract without AirLube's prior written consent (which may be provided or withheld at AirLube's discretion).

14.2 The relationship between the parties is as independent contractors and does not involve any relationship of agency, fiduciary, employment, partnership, joint venture or association. If the Customer is more than one person, each person shall be jointly and severally liable to AirLube.

14.3 AirLube may amend, vary or replace the Sale Terms at any time on 14 days written notice. If AirLube varies these Sale Terms, the varied version will be published on AirLube's website at www.airlube.com.au. Any subsequent Quotations and sales of Goods and/or Services will be on the varied or replaced terms. No other amendment to the Contract can be made without the written agreement of AirLube and the Customer.

14.4 Each party must do or cause to be done all things necessary or desirable to give effect to, and must refrain from doing anything that would hinder performance of, the Contract.

14.5 A term or part of a term of the Contract that is illegal or unenforceable may be severed from the Contract and the remaining terms or parts of the terms of the Contract continue in force.

14.6 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

14.7 The Contract is governed by the law applicable in Western Australia, and each party submits to the jurisdiction of the courts of Western Australia.

14.8 The Contract documents may be executed in any number of counterparts and all counterparts when exchanged will be taken to constitute one document. The Contract constitutes the entire Contract between the parties as to its subject matter and supercedes all other representations and Contracts in connection with the subject matter of the Contract. The United Nations Conventions on Contracts for the International Sale of Goods (1980) shall not apply.

15. Interpretation

15.1 In these sale terms, unless the contrary intention applies:

Deliverables means any document, software, work product or other deliverable provided or required to be provided as part of the Services or in connection with the Goods under the Contract.

Delivery Date means the date or dates that AirLube must deliver the Goods or perform the Services (or part of the Goods or part of the Services) by, as specified in the Quotation and the Confirmation of Order or otherwise agreed in writing between the parties.

Goods means the goods to be supplied by AirLube as described in AirLube's Confirmation of Order.

GST Law has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth)

Insolvency Event means any insolvency-related event that is suffered by the Customer, including without limitation where:

(a) the Customer ceases to carry on business;

(b) the Customer ceases to be able to pay its debts as they become due;

(c) the Customer disposes of the whole or any substantial part of its assets, operations or business (other than in the case of a solvent reconstruction or reorganisation);

(d) any step is taken by a mortgagee to take possession or dispose of the whole or part of the party's assets, operations or business;

(e) any step is taken to enter into any arrangement between the party and its creditors (other than in the case of a solvent reconstruction or reorganisation); or

(f) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator, or other like person of the whole or part of the party's assets, operation or business.

Sale Price means the amount specified in AirLube's Quotation and Confirmation of Order for the sale of Goods and/or provision of Services plus adjustments to the price applied and calculated pursuant to this Contract.

Services mean the services to be provided by AirLube as described in AirLube's Confirmation of Order.

Site means the location(s) specified in the Quotation, where the Goods are to be delivered and/or the Services performed.

15.2 In these sale terms, unless the contrary intention appears:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to A\$, SA, AUD, dollar or \$ is to Australian currency;

(d) a reference to time is to Western Australia time;

(e) a reference to a party includes the party's executors, administrators, successors and permitted assigns and substitutes;

(f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(h) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;

(i) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the Contract or any part of it;

(j) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day; and

(k) headings are for ease of reference only and do not affect interpretation.