

Terms & Conditions

HaulPro Pty Ltd — effective from acceptance of quotation

These terms and conditions govern the services provided by HaulPro Pty Ltd. Part A applies to the carriage, transport and storage of goods. Part B applies to maintenance, repair and related services. Where HaulPro provides both types of service, both Parts apply to the relevant service. By accepting a HaulPro quotation, instructing HaulPro to proceed, or permitting the services to commence, the customer agrees to these terms and conditions.

PART A – CONDITIONS OF CARRIAGE

1. DEFINITIONS

1.1 The meanings of the terms used in these conditions are set out below.

TERM	MEANING
Carriage	the whole of the operations and services undertaken by the Carrier or any Person on behalf of the Carrier in respect of the Goods (whether gratuitously or not) and includes the loading, unloading, or storage of the Goods and the towing of a trailer
Carrier	HaulPro Pty Ltd (ACN 669 024 873) trading under its own name, under the business name HaulPro or under any other business name and its officers, employees, agents and Subcontractors
Consequential Loss	any indirect or consequential loss; loss of use; loss of product or production; delayed, postponed, interrupted or deferred production; inability to produce, deliver or process; loss of profit, revenue or anticipated revenue; loss of bargain, contract, expectation or opportunity; punitive or exemplary damages; in each case arising from or in connection with the performance of these conditions and whether or not foreseeable at the time of entering into these conditions
Consignee	the Person to whom the Goods are to be delivered
Consignor	the Person who engages the Carrier to provide services of Carriage
Dangerous Goods	Goods that are or may become noxious, dangerous, flammable or damaging, or that are or may become liable to damage any property whatsoever
Goods	the property accepted by the Carrier from the Consignor for Carriage including any container or packaging supplied by or on behalf of the Consignor
Person	includes a corporation, company, partnership or any other entity
PPSA	Personal Property Securities Act 2009 (Cth)
Subcontractor	includes any Person who, pursuant to a contract or arrangement with any other Person (whether or not the Carrier), performs or agrees to perform the Carriage or any part of it

1.2 Terms used in these conditions have the same meaning as under the PPSA.

Please read the following conditions carefully and in their entirety. You will be bound by these conditions if we carry or store goods for you. This means: insuring the goods is entirely your decision — if you choose not to insure them, they are carried and/or stored at your own risk (see clause 3.5). If you are operating a business: the goods will be at your risk (except to the extent any loss or damage is directly caused by us) and our services are priced on this basis; and we will not be liable for any loss of or damage to the goods, or any other losses you suffer, except to the extent that such loss or damage is directly caused by us.

- 1.3** A reference in these conditions to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations.

2. NEGATION OF LIABILITY AS A COMMON CARRIER

The Carrier is not a common carrier and will accept no liability as such. All Goods are carried and all storage and other services are performed by the Carrier subject only to these conditions and the Carrier reserves the right to refuse the Carriage of Goods for any Person and the Carriage of any class of goods at its discretion.

3. CONSIGNOR'S WARRANTIES AND OBLIGATIONS

3.1 The Consignor warrants that:

- (a) the Goods are fit for Carriage and have been suitably packaged for those purposes;
- (b) the Consignor has the authority of all Persons owning or having any interest in the Goods to accept these conditions on their behalf;
- (c) the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Consignor are correct;
- (d) where required by law, it has accurately completed and supplied a container weight declaration form;
- (e) there is a suitable practicable road and approach for the Carrier and the Carrier's vehicles to the place from which the Goods are to be removed and the place to which the Goods are to be delivered;
- (f) the Consignor will be responsible for the loading and unloading of any Goods that consist of items of machinery for which a licence to operate is required; and
- (g) the Person delivering any Goods to the Carrier for Carriage is authorised to sign these conditions for the Consignor and by such signature or by the signature of any other Person acting for or on behalf of the Consignor the Consignor accepts these conditions.

- 3.2** The Carrier relies on the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Consignor, but does not admit their accuracy.

3.3 The Consignor:

- (a) acknowledges that the Carrier has no responsibility or liability in relation to any pallet used for Carriage;
- (b) must ensure that pallets are transferred from and to any relevant hire accounts and that any necessary documentation is signed and delivered to the applicable pallet hire company; and
- (c) releases and indemnifies the Carrier from and against any liability in relation to the loss of pallets or failure of any party to transfer pallets on or off any hire account.

- 3.4** The Consignor undertakes to indemnify the Carrier in respect of any liability whatsoever in respect of the Goods to any Person (other than the Consignor) who claims to have, who has, or who in the future may have any interest in the Goods or any part of the Goods.

- 3.5** Whether or not to insure the Goods is entirely the Consignor's decision and responsibility. The Consignor may, at its own expense and discretion, effect insurance over the Goods for the period of the Carriage. The Carrier is under no obligation to insure the Goods, to arrange any insurance, or to enquire into, check, request or hold any evidence of whether or not the Goods are insured.
- 3.6** By accepting the Carrier's quotation and these conditions, the Consignor acknowledges and agrees that:
- (a) the decision whether or not to insure the Goods rests entirely with the Consignor; and
 - (b) if the Goods are not insured, the Goods are carried and/or stored entirely at the Consignor's own risk and, subject to clause 6 and clause 15, the Carrier will not be liable for any loss of or damage to the Goods however arising.

4. RIGHT TO SUBCONTRACT

The Carrier at its discretion may subcontract on any terms the whole or any part of the Carriage.

5. EXTENSION OF EXEMPTIONS TO SUBCONTRACTORS

- 5.1** The Consignor agrees that no claim or allegation may be made against any employee, agent, or Subcontractor of the Carrier that imposes or attempts to impose upon such Person any liability whatsoever arising out of or in any way connected with the Goods or the Carriage of them whether or not arising out of negligence or a wilful act or omission on the part of any of them and if such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences of any such claim or allegation.
- 5.2** Every exemption, limitation, condition and liberty contained in these conditions and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled under these conditions will also be available and will extend to protect:
- (a) all Subcontractors;
 - (b) every employee or agent of the Carrier or of a Subcontractor;
 - (c) every other Person (other than the Carrier) by whom the Carriage or any part of it is undertaken; and
 - (d) all Persons who are or might be vicariously liable for the acts or omissions of any Person falling within clauses 5.2(a), 5.2(b) or 5.2(c).
- 5.3** For the purposes of clause 5.2 the Carrier is or will be deemed to be acting as agent or trustee on behalf of and for the benefit of all such Persons and each of them and all such Persons and each of them will to this extent be or be deemed to be parties to these conditions.

6. LIABILITY OF CARRIER

- 6.1** The Consignor acknowledges and agrees that, except to the extent that any loss, damage or other matter referred to below is directly caused by the Carrier, neither the Carrier nor any employee or agent or Subcontractor of the Carrier nor any other Person who undertakes the Carriage of the Goods at any time pursuant to these conditions will in any circumstances (except where any statute otherwise requires) be under any liability whatever (whether in contract, tort or otherwise) for:
- (a) any loss of or damage to, deterioration, evaporation or contamination of the Goods; or
 - (b) misdelivery, delay in delivery or non-delivery of the Goods or any of them,
- whether in the course of Carriage or otherwise.

- 6.2** Nothing whatsoever done or omitted to be done or other conduct by the Carrier in breach of contract or otherwise will under any circumstances constitute a fundamental breach of contract, or a repudiation of contract such as to have the effect of disentitling the Carrier from obtaining the benefit of and enforcing all rights, defences, exemptions, immunities and limitations of liability of the Carrier contained in these conditions, and all such rights, defences, exemptions, immunities, limitations of liability and like protection will continue to have full force and effect in any event whatsoever.
- 6.3** Notwithstanding any other provision of these conditions, the Carrier will under no circumstances be liable for any claim for Consequential Loss.
- 6.4** To the extent permitted by law, the total liability of the Carrier (including for any loss or damage directly caused by the Carrier, and for breach of any warranty, guarantee or any term implied by law in these conditions) for:
- (a) any loss of or damage to, deterioration, evaporation or contamination of the Goods; or
 - (b) misdelivery, delay in delivery or non-delivery of the Goods or any of them,
- is limited to the cost of having the services that were supplied in respect of those Goods, supplied again.

7. ROUTE AND DEVIATION

- 7.1** The Consignor authorises any deviation from the usual route or manner of Carriage of Goods that may in the absolute discretion of the Carrier be considered desirable or necessary in the circumstances.
- 7.2** If the Consignor expressly or impliedly instructs the Carrier to use, or it is expressly or impliedly agreed that the Carrier will use a particular method of handling or storing the Goods or a particular method of Carriage, the Carrier will give priority to that method but if it cannot conveniently be adopted by the Carrier the Consignor authorises the Carrier to handle or store or to carry or to have the Goods handled, stored or carried by another method or methods.

8. DELIVERY

- 8.1** The Carrier is authorised to deliver the Goods at the address nominated to the Carrier by the Consignor for that purpose. The Carrier will be conclusively presumed to have delivered the Goods in accordance with these conditions if at that address it obtains from any Person a receipt or signed delivery docket for the Goods.
- 8.2** If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected by the Carrier or the Consignee otherwise fails to take delivery of the Goods the Carrier may at its option deposit the Goods at that place (which will be conclusively presumed to be due delivery under these conditions) or store the Goods and if the Goods are stored by the Carrier the Consignor will pay or indemnify the Carrier for all costs and expenses incurred in or about such storage. In the event that the Goods are stored by the Carrier, the Carrier will be at liberty to redeliver them to the Consignor from the place of storage at the Consignor's expense.

9. GENERAL LIEN

- 9.1** The Goods are accepted subject to a general lien for all charges now due or that may become due to the Carrier by the Consignor on any account whatsoever, whether in respect of the Goods or in respect of any other goods for which the Carrier provides or has provided services of Carriage.
- 9.2** If charges are not paid when due, or the Goods are not collected when so required or designated, the Carrier may, without notice, and immediately:
- (a) remove all or any of the Goods and store them as the Carrier thinks fit at the Consignor's risk and expense; and

(b) open and sell all or any of the Goods as the Carrier thinks fit (whether by private treaty or public auction) and apply the proceeds to discharge the lien and costs of sale without being liable to any Person for any loss or damage caused.

9.3 The parties agree that the lien attaches to Goods when the Goods are accepted by the Carrier for Carriage.

9.4 The Consignor agrees that the lien arising under these conditions is a security interest.

9.5 If the Carrier requests, then the Consignor must promptly upon receipt of a request from the Carrier do anything for the purposes of ensuring that any security interest created under, or provided for by, these conditions is enforceable, perfected (including but not limited to perfection by registration), maintained and is otherwise effective. Anything that is required by the Consignor to be done under this clause will be done by the Consignor at its own expense. The Consignor agrees to reimburse the costs of the Carrier in connection with any action taken by the Carrier under or in connection with this clause.

9.6 The parties agree that, to the extent permitted by the PPSA:

(a) sections 125, 142 and 143 of the PPSA do not apply (unless the Consignor is otherwise notified in writing by the Carrier);

(b) any right to receive a notice or statement arising by virtue of sections 129, 130, 132, 134 and 135 of the PPSA is waived; and

(c) any right to receive a copy or any notice of any verification statement confirming registration of a financing statement or a financing change statement relating to any security interest under or provided for by these conditions is waived.

10. DELAY IN LOADING OR UNLOADING

The Consignor will be and remain responsible to the Carrier for all its proper charges incurred for any reason. A charge may be made by the Carrier in accordance with the Carrier's schedule of rates in respect of any delay in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period will commence upon the Carrier reporting for loading or unloading.

11. CARRIER'S CHARGES

11.1 The Carrier's charges will be deemed fully earned on receipt of the Goods by the Carrier and are non-refundable in any event. The Consignor agrees to pay all sums due to the Carrier without any deduction, counterclaim or set-off.

11.2 Any special instruction given by the Consignor to the effect that charges will be paid by the Consignee or any other third party will be deemed to include a stipulation that if the Consignee or third party does not pay the charges within seven days of the date of delivery or attempted delivery of the Goods, the Consignor will pay such charges.

11.3 Overdue amounts incur interest at 11% per annum, accruing daily from the due date until the amount is paid in full, and the Consignor must reimburse the Carrier for all costs of recovering overdue amounts, including debt recovery and legal costs.

12. DANGEROUS GOODS

12.1 If the Carrier accepts Dangerous Goods for Carriage, such Goods must be accompanied by a full written declaration disclosing the nature of such goods.

12.2 The Consignor will indemnify the Carrier against all loss, damage or injury howsoever caused arising out of the Carriage of any Dangerous Goods whether declared as such or not and whether or not the Consignor was aware of the nature of the Goods.

12.3 The indemnity in clause 12.2 extends to Consequential Loss.

12.4 If in the opinion of the Carrier, the Goods are or are liable to become of a dangerous or flammable or damaging nature, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Consignor and without prejudice to the Carrier's right to charge for the Carriage of the Goods.

12.5 The Consignor warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling or Carriage of any Dangerous Goods and that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and agrees to indemnify the Carrier for any liability whatsoever as a result of or arising out of the Consignor's failure to comply with each of these warranties.

13. FORCE MAJEURE

The Carrier will not be liable for any failure or delay in performance of the Carriage if such failure or delay is due, in whole or in part to any cause whatsoever beyond its control.

14. NOTIFICATION OF CLAIM

14.1 Notwithstanding any other provision of these conditions (other than clause 15), the Carrier will in any event be discharged from all liability whatsoever in respect of the Goods unless written notice of a claim or an intended claim (together with particulars of the circumstances on which the claim is based) is given to the Carrier within 14 days from the delivery of the Goods or from the date on which in the ordinary course of business, delivery would have been effected.

14.2 The Carrier will be discharged from all liability whatsoever in respect of the Goods unless suit is brought within 12 months of their delivery or of the date on which they should have been delivered.

15. APPLICABLE LEGISLATION

Notwithstanding anything contained in these conditions, the Carrier will continue to be subject to any implied terms, conditions, guarantees or warranties imposed by the Competition and Consumer Act 2010 (Cth) or any other Commonwealth or state legislation in so far as such may be applicable and prevents the exclusion or modification of any such term, condition, guarantee or warranty.

16. ENTIRE AGREEMENT

16.1 These conditions represent the entire agreement between the parties and supersede all prior representations, agreements, statements and understandings between them.

16.2 The Carrier will not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of the Carrier by an authorised officer of the Carrier.

17. NOTICES

Notices under these conditions may be given or served by email, prepaid post or by hand to that party at its address and facsimile number as that party may have notified in writing to the other party.

18. GENERAL

18.1 These conditions will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the courts of Queensland.

18.2 Headings are included for convenience only and do not affect interpretation of these conditions.

- 18.3** Words importing the singular include the plural and vice versa and words importing a gender include other genders.
- 18.4** Where the Consignor or Consignee comprise two or more Persons, an agreement or obligation to be performed or observed by the Consignor or Consignee binds those Persons jointly and severally.
- 18.5** Each indemnity in these conditions is a continuing obligation, separate and independent from the other obligations of the parties and survives the expiry or termination of these conditions or any agreement incorporating these conditions.
- 18.6** If any part of these conditions is invalid or unenforceable, that part will (if possible) be read down to the extent necessary to avoid the invalidity or unenforceability, or alternatively will be deemed deleted; and these conditions will remain otherwise in full force.

PART B – CONDITIONS OF MAINTENANCE AND REPAIR SERVICES

1. DEFINITIONS

1.1 In this Part B:

TERM	MEANING
Consequential Loss	has the same meaning as in Part A.
Contractor	HaulPro Pty Ltd (ACN 669 024 873) and its officers, employees, agents and subcontractors.
Customer	the Person who engages the Contractor to provide the Services.
Equipment	any vehicle, plant, machinery, item or other property in respect of which the Contractor provides the Services, including any component, attachment or accessory.
Parts	any parts, components, materials or consumables supplied by the Contractor in connection with the Services.
Person	includes a corporation, company, partnership or any other entity.
PPSA	the Personal Property Securities Act 2009 (Cth).
Services	the maintenance, repair, servicing, inspection, diagnostic, fabrication or related work undertaken by the Contractor in respect of the Equipment, whether at the Contractor's premises or at a Site.
Site	any premises or location (other than the Contractor's premises) at which the Services are performed.

2. APPLICATION

- 2.1** These conditions apply to all Services provided by the Contractor and prevail over any terms or conditions put forward by the Customer.
- 2.2** The Customer accepts these conditions by accepting the Contractor's quotation, instructing the Contractor to proceed, or permitting the Services to commence.

3. QUOTES, ESTIMATES AND VARIATIONS

- 3.1 Any quote or estimate is based on the information supplied by the Customer and the Contractor's preliminary assessment. Unless expressly stated to be a fixed price, all quotes and estimates are indicative only, and the Equipment may require additional work or Parts that cannot be identified until the Services are underway.
- 3.2 The Customer authorises the Contractor to carry out additional or unforeseen work, and to supply additional Parts, where the additional cost does not exceed \$500, without further approval. Work above that amount will be carried out on the Customer's approval, which may be given orally or in writing.
- 3.3 Where the Contractor reasonably considers that work is urgently required to make the Equipment safe or to prevent further loss or damage, the Contractor may carry out that work and charge for it.
- 3.4 The charges for the Services may vary from any estimate as a result of additional work, additional Parts, delay, or any matter outside the Contractor's control.

4. CUSTOMER'S OBLIGATIONS AND WARRANTIES

- 4.1 The Customer:
 - (a) warrants that the information it provides about the Equipment and its condition, faults and history is accurate;
 - (b) warrants that it owns the Equipment or is authorised by the owner and all Persons having an interest in the Equipment to have the Services carried out and to accept these conditions on their behalf;
 - (c) must disclose to the Contractor, before the Services commence, any hazard, hazardous or dangerous substance, contamination or condition associated with the Equipment;
 - (d) where the Services are performed at a Site, must provide safe and timely access to the Site and the Equipment, a suitable working area, and any required site induction, and must disclose all Site hazards and ensure a safe system of work;
 - (e) must hold and maintain all approvals, permits and consents required for the Services to be performed; and
 - (f) must collect the Equipment promptly on being notified that the Services are complete.

5. CHARGES AND PAYMENT

- 5.1 The Customer must pay the Contractor's charges for the Services, which may include labour at the Contractor's applicable rates, call-out, travel and mobilisation charges, after-hours loadings, Parts and disbursements, plus GST.
- 5.2 Unless otherwise agreed in writing, invoices are payable within 14 days of the date of invoice.
- 5.3 The Customer must pay all amounts due in full without any deduction, set-off or counterclaim.
- 5.4 Overdue amounts incur interest at 11% per annum, accruing daily from the due date until the amount is paid in full, and the Customer must reimburse the Contractor for all costs of recovering overdue amounts, including debt recovery and legal costs.
- 5.5 The Contractor's charges are earned as the Services are performed and Parts are supplied, and are non-refundable to that extent.

6. PARTS AND MATERIALS

- 6.1 The Contractor passes on to the Customer the benefit of any manufacturer's or supplier's warranty applicable to Parts, to the extent it is able to do so, but gives no other warranty in respect of Parts.

- 6.2** The Contractor gives no warranty in respect of any parts, components or materials supplied by or on behalf of the Customer, or in respect of Services affected by them.
- 6.3** Title to Parts remains with the Contractor until the Customer has paid for them in full. Risk in Parts passes to the Customer on delivery or on fitting to the Equipment, whichever is earlier.
- 6.4** Removed or replaced parts may be disposed of by the Contractor unless the Customer requests their return at the time of authorising the Services.

7. WARRANTY ON WORKMANSHIP

- 7.1** The Contractor warrants that the Services will be performed with due care and skill and, subject to clause 7.2, will remedy defects in its workmanship that are notified to it in writing within 3 months or 500 operating hours (whichever occurs first) of completion of the Services.
- 7.2** The warranty in clause 7.1 does not apply to:
 - (a) fair wear and tear;
 - (b) misuse, neglect, accident, overloading, or operation of the Equipment contrary to manufacturer specifications or by an unqualified operator;
 - (c) faults arising from the Customer's parts, materials or instructions, or from pre-existing conditions of the Equipment; or
 - (d) Equipment that has been worked on, altered or repaired by any Person other than the Contractor after completion of the Services.
- 7.3** The Contractor's sole obligation, and the Customer's sole remedy, under clause 7.1 is the re-performance of the defective Services.

8. SITE WORK AND WORK HEALTH AND SAFETY

- 8.1** Where the Services are performed at a Site, the Customer is responsible for the safety of the Site and for compliance with all work health and safety laws and the Site's safety management system, and must ensure that the Contractor's personnel are inducted and informed of all hazards before commencing work.
- 8.2** The Contractor may suspend or cease the Services and remove its personnel from a Site where it reasonably considers that conditions are or may be unsafe, without liability for any resulting delay.

9. CARE OF EQUIPMENT AND INSURANCE

- 9.1** The Equipment remains at the Customer's risk at all times except to the extent that loss of or damage to the Equipment is directly caused by the Contractor.
- 9.2** Whether or not to insure the Equipment is entirely the Customer's decision and responsibility. The Customer may, at its own expense and discretion, insure the Equipment. The Contractor is under no obligation to insure the Equipment, to arrange any insurance, or to enquire into, check, request or hold any evidence of whether or not the Equipment is insured.
- 9.3** If the Customer does not collect the Equipment within 14 days of being notified that the Services are complete, the Contractor may charge for storage and may deal with the Equipment in accordance with clause 11.

10. LIABILITY

- 10.1** To the extent permitted by law, and except to the extent that any loss or damage is directly caused by the Contractor, the Contractor will not be liable (whether in contract, tort or otherwise) for any loss of or damage to the Equipment or any other loss suffered by the Customer arising out of or in connection with the Services.
- 10.2** Notwithstanding any other provision of these conditions, the Contractor will under no circumstances be liable for any Consequential Loss, including loss of use of the Equipment, downtime, loss of production, or the cost of hiring replacement equipment.
- 10.3** To the extent permitted by law, the total liability of the Contractor arising out of or in connection with the Services (including for any loss or damage directly caused by the Contractor and for breach of any warranty, guarantee or term implied by law) is limited, at the Contractor's option, to re-performing the Services or paying the cost of having the Services performed again.
- 10.4** Nothing in these conditions excludes, restricts or modifies any guarantee, right or remedy conferred by the Competition and Consumer Act 2010 (Cth) or any other legislation that cannot lawfully be excluded, restricted or modified. Where the Contractor's liability under such legislation can be limited, it is limited to re-supplying the Services or paying the cost of re-supply.

11. LIEN AND SECURITY INTEREST

- 11.1** The Contractor has a lien over the Equipment, and over any other goods of the Customer in the Contractor's possession, for all amounts owing by the Customer to the Contractor on any account whatsoever.
- 11.2** If amounts are not paid when due, the Contractor may retain the Equipment until payment is made in full and, after giving the Customer reasonable notice, may sell the Equipment (whether by private treaty or public auction) and apply the proceeds towards the amounts owing and the costs of sale, without being liable to any Person for any resulting loss or damage.
- 11.3** The Customer agrees that the lien arising under this clause is a security interest for the purposes of the PPSA, and must do anything reasonably required by the Contractor, at the Customer's expense, to ensure that the security interest is enforceable, perfected (including by registration) and otherwise effective.
- 11.4** To the extent permitted by the PPSA:
- (a) sections 125, 142 and 143 of the PPSA do not apply (unless the Customer is otherwise notified in writing by the Contractor);
 - (b) any right to receive a notice or statement arising under sections 129, 130, 132, 134 and 135 of the PPSA is waived; and
 - (c) any right to receive a copy or notice of any verification statement is waived.

12. CANCELLATION AND POSTPONEMENT

If the Customer cancels or postpones the Services after acceptance, the Customer must pay for all Services performed and all Parts supplied or ordered up to that time, together with any costs reasonably incurred by the Contractor as a result of the cancellation or postponement.

13. FORCE MAJEURE

The Contractor will not be liable for any failure or delay in performing the Services if such failure or delay is due, in whole or in part, to any cause beyond its reasonable control.

14. GENERAL

- 14.1** The Contractor may subcontract the whole or any part of the Services.
- 14.2** These conditions are governed by the laws in force in Queensland and the parties submit to the jurisdiction of the courts of Queensland.
- 14.3** These conditions, together with the relevant quotation and work docket, represent the entire agreement between the parties for the Services and supersede all prior representations, agreements and understandings. The Contractor is not bound by any variation unless it is in writing and signed by an authorised officer of the Contractor.
- 14.4** Notices may be given or served by email, prepaid post or by hand.
- 14.5** Each indemnity in these conditions is a continuing obligation, separate and independent from the other obligations of the parties, and survives completion or termination.
- 14.6** If any part of these conditions is invalid or unenforceable, that part will (if possible) be read down to the extent necessary, or alternatively will be deemed deleted, and the remainder of these conditions will continue in full force.
- 14.7** Words importing the singular include the plural and vice versa, and words importing a gender include other genders.