1. Definitions and Interpretation

Agreement means collectively any Quotation, Order, Special Conditions and/or these Terms.

Company means Specialised Force Pty Ltd (A.C.N. 002 433 436) and includes its successors and assigns.

Company T&Cs means any terms and conditions of supply and sale, however described, notified by the Company to the Purchaser (whether on an invoice, quote, through the Company’s website, document or otherwise), or supply agreement (however described) in the Company’s standard form entered into in writing between the Company and Purchaser, including but not limited to these Terms.

Consequential loss includes, but is not limited to, loss of expected savings, loss of profits or loss of revenue, increased costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract (including negligence), statute or otherwise.

Account Application means an application by the Purchaser to the Company requesting that the Company provide Goods and/or Services on credit to the Purchaser on the conditions set forth in these Terms and any terms set out in the Quotation or any Special Conditions.

Current Price List means the Company’s list of prices maintained as at the date of the Quotation, or if no Quotation, as at the date of the Order. The Company may, from time to time change its Current Price List.

Delivery means, subject to any Special Conditions, the delivery to the place designated by the Purchaser and agreed to by the Company. The time of Delivery when is the possession of the Goods passes to the Purchaser’s nominated courier or representative.

Goods means the products and/or Services specified in an Order from the Purchaser to the Company.

GST means the Goods and Services Tax in Australia as determined in accordance with the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (as amended).

Insolvency Event means, for the Purchaser, as applicable, being in liquidation or provisional liquidation, bankrupt or under administration, having a controller (as defined in the Corporations Act) appointed to the Purchaser or any of the Purchaser’s property, being taken under section 459F(1) of the Corporations Act (Cth) 2001 to have failed to comply with a statutory demand, becoming insolvent under administration (as defined in section 9 of the Corporations Act (Cth) 2001), entering into a compromise or arrangement with, or assignment for the benefit of, any of the Purchaser’s members or creditors, or any analogous event.

Loss means any expense, cost or damage of any kind and includes but is not limited to Consequential Loss, fines or penalties imposed by a statutory or other authority.

Maintenance means any work the Company has expressly agreed to perform in relation to the Goods which is necessary to maintain their function but which is not a Repair.

Order means: Where there is a Quotation, acceptance by the Purchaser of that Quotation.

Where there is no Quotation, it means the offer by the Purchaser to purchase Goods and/or Services and acceptance by the Company of that offer.

Price means the price of the Goods or the Service Fee as set forth in the Current Price List.

Purchaser means the purchaser of any Goods or Services specified in any Order or Tax Invoice and includes the Purchaser’s successors, assigns and representatives.

Quotation means a quotation by the Company to the Purchaser offering to provide Services and/or to sell Goods to the Purchaser for the Price set forth in the Quotation or Service Fee on these Terms together with any Special Conditions.

Real Property means all real property interests held by the Purchaser now or in the future.

Repair means any repair required to the Goods in order to remedy a defect that existed at the time of Delivery.

PPSA means the Personal Property Securities Act (Cth) 2009 (as amended) and any other legislation and regulations in respect of it.

Services means any Maintenance or Repairs carried out, or agreed to be carried out by the Company in relation to the Goods.

Sealed Quotation means any sealed Quotation or Tax Invoice for the provision of the Services and includes all labour charges, if any, referred to in the Quotation or Tax Invoice.

Special Conditions means the Special Conditions, if any, contained in any Quotation or any other document at the time of entering into an Agreement.

Tax Invoice means the tax invoice issued by the Company in respect of Goods and/or Services. Unless the Quotation or Special Conditions otherwise provide, the prices in the Tax Invoice will be in accordance with the Current Price List.

Terms means the present document, more fully to be referred to as the Terms and Conditions.

Warranty Period means the period of 12 months from Delivery unless otherwise stated in a Quotation or Special Conditions.

1.1 These Terms are intended to regulate key trading terms including the extension of credit in connection with the supply of Goods and/or Services by the Company to the Purchaser.

1.2 These Terms apply to all sales of goods by the Company to the Purchaser (including any sale to which a Quotation or Application relates) and supersede any previous Terms and Conditions applying between the Company and the Purchaser (however communicated).

1.3 These Terms and Conditions prevail over any Purchaser’s terms of trade so that any sale by the Company is on these Terms and Conditions only.

2. Default, Termination and Suspension

2.1 The Company may change these Terms and Conditions at its own discretion and such amended Terms and Conditions will be posted on the Company’s website or provided in writing to the Purchaser and will apply to all Goods and Services ordered by the Purchaser from the date of such notice.

2.2 Acceptance of a Quotation can be made in any form acceptable to the Company. The Company may specify in a Quotation a method of acceptance, in which case the Quotations can be accepted in that way, without limit to other possible modes of acceptance, unless expressly stated to the contrary in the Quotation.

2.3 A Quotation can be accepted by any form of written communication to the Company or by electronic communication including by facsimile or email.

2.4 Where there is no Quotation, the Agreement is made when the Company accepts the Purchaser’s Offer. Such acceptance can be in any form, including in writing, orally or electronically.

4. Content of the Agreement

4.1 The Company shall provide the Services to the Purchaser or sell to the Purchaser the Goods as identified in the Quotation, or in the absence of a Quotation, as identified in the Order.

4.2 Where the Company and Purchaser’s Quotation shall be the Quotation, if any, Special Conditions, any Account Application and these Terms, all of which shall constitute the entire Agreement between the Company and Purchaser.

4.3 All implied terms that can be expressly excluded are expressly excluded and all prior representation, undertakings and statements are expressly excluded.

4.4 The Purchaser acknowledges it has not relied upon any prior representations, statements or undertakings in deciding to purchase the Goods or Services.

4.5 Unless withdrawn by the Company, any Quotation made by the Company is open for acceptance for a period of 14 days from the date stated on the Quotation.

5. Solvency of the Purchaser

5.1 The Company may elect at any time to suspend credit or to change credit terms provided to the Purchaser or to require payment on a cash on delivery basis without any prior notice at the Company’s discretion.

5.2 These Terms, the Quotation or Special Conditions shall prevail and, to the extent only of any inconsistency, these Terms will not apply.

7. Price and Terms of Payment

7.1 The Purchaser shall pay the Price stated in the Tax Invoice. Such payment shall be made by a method of payment approved by the Company without deduction or set off.

7.2 Where payment is made with a credit card facility, the merchant fee is at the Purchaser’s cost.

7.3 All payments are to be made in Australian currency.

7.4 Time shall be of the essence in relation to all payments for Goods and/or Services.

8. Tax Invoice

8.1 The Company shall render a Tax Invoice to the Purchaser upon Delivery of the Goods or the provision of the Services to the Purchaser.

8.2 Payment of the Tax Invoice must be made by the Purchaser within 30 days from end of month of the date of the Tax Invoice (the “Due Date”).

9. Interest where payment not made by Due Date

9.1 If a Tax Invoice is not paid by the Due Date, the amount unpaid shall bear interest from the date of Delivery of the Goods or the provision of Services to the Purchaser until the Price is paid in full, at the rate of Reserve Bank of Australia Cash Rate calculated daily and compounded monthly.

9.2 Any amount not paid by the Due Date will incur interest at a rate of 5% above the Reserve Bank of Australia Cash Rate calculated daily and compounded monthly but in no circumstances will the interest charged exceed 20% per annum.

10. Default, Termination and Suspension

10.1 If the Tax Invoice is not paid by the Due Date:

10.1.1 the Company is entitled to suspend all further Delivery of Goods and/or Services until full payment is made by the Purchaser;

10.1.2 the Company may exercise its legal rights to recover what is owed in the event of non-payment.

10.1.3 The Company may, without prejudice to any of its rights or remedies, terminate this Agreement with the Purchaser immediately, and without any liability to the Purchaser, if any payment due under the Due Date or at the time or times specified in the Agreement.

10.2 If there is a dispute between the Company and the Purchaser relating to the Goods or Services, the Company shall have the right to terminate this Agreement at its absolute discretion either terminate the Agreement by giving notice to the Purchaser or require as a condition of Delivery that the Goods be paid for on a cash on delivery basis.

10.3 Upon termination of an Agreement, the Company shall be released from all liability to Deliver any Goods to the Purchaser whether paid for or not.

10.4 Where the Goods have been paid for or partly paid for and the Agreement is terminated because of the Purchaser’s breach of the Agreement, the Company shall be entitled to retain a reasonable sum to cover any damage or loss it has sustained as a consequence of the Purchaser’s breach.

11. Non-payment by Due Date

11.1 If payment for the Goods is not made by the Due Date, the Purchaser must either deliver the Goods to the Company on demand.

11.2 If the Purchaser does not comply with such demand, the Company or its agents are entitled, in addition to any other rights the Company might have under the Agreement, to enter the Purchaser’s premises at any time, take possession of the Goods and/or Services and such delivery will be deemed to be an “force majeure” event.

11.3 The Purchaser indemnifies the Company against any claim, loss, liability, cost and expense that may be directly or indirectly incurred by the Company as a direct or indirect result of the entry of the premises where the Goods are situated or their removal therefrom.
13.3.2 No additional express warranty for defects or otherwise are provided for replaced if the goods fail to be of acceptable quality and the failure does not loss or damage. The Purchaser is also entitled to have the goods repaired or altered.

13.2.4 or where repairs have been carried out or where the Goods have been properly store or use the Goods;

13.1 Where under any legislation there is an implied warranty that goods or intended purpose as a consequence of defects in the Goods drawn to the Purchaser's attention: for their intended purpose shall (to the maximum extent permissible by law) be deemed intended in which the Company is obliged by statute to provide a credit, exchange or refund.

12.3 If notice is not given within the Notice Period, the Purchaser shall be deemed to have accepted the Goods as being in accordance with the Agreement.

12.2 Any credit, exchange or refund in accordance with Clause 12.1 is conditional upon the: 12.2.1 Goods not being of merchantable quality;

12.2.2 Goods not matching their description;

12.2.3 Goods being damaged prior to Delivery;

12.2.4 Goods being incomplete at Delivery;

12.2.5 Any circumstance in which the Company is obliged by statute to provide a credit, exchange or refund.

12.1 Any express or implied warranty as to merchantable quality or fitness for intended purpose shall (to the maximum extent permissible by law) be deemed waived. If, to the extent that the Goods have been repaired, changed, modified or damaged the Goods in any way.

12.5 A re-stocking fee may be charged by the Company to the Purchaser for any return of Goods at a rate of 15% of the total invoice fee.

13.1.1 Where under any legislation there is an implied warranty that goods or services are fit for their intended purpose then the Company and the Purchaser agree that to the extent (if at all) that the Information Service or any part of it is not fit for the intended purpose as a consequence of defects in the Goods drawn to the Purchaser’s attention: 13.2.1 before entering into an Agreement; or 13.2.2 who the Purchaser has examined the Goods before entering into this Agreement and could be reasonably expected to be aware of the defects; or 13.2.3 the defects have been caused after Delivery or by the Purchaser failing to properly store or use the Goods;

13.2.4 or where repairs have been carried out or where the Goods have been altered.

13.3 Consumer Law

13.3.1 The Company’s goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Purchaser is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Purchaser is also entitled to have the goods repaired or replaced if the Goods are not of the quality expected under the Australian Consumer Law.

13.3.2 No additional express warranty for defects or otherwise are provided for our honour. Consumers may rely upon their statutory rights and remedies under the Australian Consumer Law.

13.3.3 The Company can be contacted in relation to claims as follows: a) Telephone Number: (02) 9547 1844 b) Email Address: sales@specialisedforce.com.au c) Mailing address: 131 Woids Avenue, Carlton NSW 2218 d) Any cost incurred in contacting the Company or delivering the product to the Company will be borne by the Purchaser.

14.1 The Company shall be liable for delays in the delivery of Goods only if, and to the extent that, all of the following conditions are fulfilled: 14.1.1 A fixed delivery date has been expressly agreed upon in writing between the parties.

14.1.2 The delivery date is more than 5 weeks after that agreed date; and 14.1.3 The delay is caused by the Company’s negligence.

14.2 If a delay occurs that satisfies all three criteria in 14.1, the Purchaser shall have the right to cancel the purchase of the delayed portion of the delivery. 14.3 Apart from such cancellation, the Purchaser shall have no other remedy, and the Company shall have no liability, for any delay by the Company in delivering the Goods, whether or not the criteria in 14.1 are satisfied.

14.4 If the Company cancels the delivery at the latest 4 weeks before the agreed date, no damages or any other compensation shall be payable to the Purchaser. 14.5 If the Company cancels the delivery later than 4 weeks before the agreed date, damages, if any, payable to the Purchaser for non-delivery of the Goods shall be equal to the losses actually sustained by the Purchaser. However, the total amount of such damages shall in no event exceed 5% of the price allocated to the non-delivered portion of the Goods.

15. Privacy Disclosure & Consent

15.1 The Purchaser agrees that, subject to the terms of the Privacy Act 1988 (as amended), the Company may, in its absolute discretion, disclose the status of a Purchaser’s account to any person or corporation.

15.2 The Purchaser authorises the Company to: 15.2.1 obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee disclosed in this document and from any other source the Company may reasonably think necessary for the purpose of assessing an Account Application or in connection with any guarantee given by the Purchaser.

15.2.2 use, disclose or exchange with other credit providers information about the Purchaser’s credit arrangements in order to assess an Account Application, monitor the Purchaser’s performance under the Company’s Services and/or collect overdue accounts; and

15.2.3 disclose the contents of any credit report on the Purchaser to the Company and any of their solicitors and agents.

15.3 The Company complies with the privacy principles imposed by law in relation to the collection and disclosure of information regarding individuals.

16. GST and Taxes

16.1 All Prices are exclusive of GST.

16.2 Where GST is payable by the Company on the supply of Goods or Services to the Purchaser, the Purchaser will pay to the Company the usual GST.

16.3 The Purchaser must provide the Company with its ACN or ABN.

16.4 Any tax, import duty or excise duty is payable by the Purchaser.

16.5 The Purchaser shall not deduct any tax, import or excise duty from the Price on the sale to the Company.

16.6 All taxes and duties will be added to the Tax Invoice as separate charges.

17. Delivery & Storage

17.1 If the Purchaser requests the Company to store Goods or defer Delivery, the Company may, in addition to the Price, charge the Purchaser a fee for storage of the Goods.

17.2 If the Company is required to deliver the Goods to a place other than the Company’s nominated warehouse, then the cost of Delivery and all freight shall be payable by the Purchaser or charged to the Purchaser’s account.

17.3 Risk in the Goods passes to the Purchaser upon the Delivery of the Goods.

17.4 Whether or not risk has passed to the Purchaser, the Company shall to the fullest extent permitted by law and under no liability to respect of any damage caused to or any deterioration of the Goods during transit. 17.5 A certificate signed by the Company’s representative confirming Delivery is conclusive evidence of Delivery as is any signed delivery docket.

18. Partial Delivery/ Forward Orders

18.1 If the Purchaser places any Forward Order with the Company for Goods, then the Purchaser agrees to pay for so much of any Order as is from time to time Delivered and no delay or failure to fulfil any part of any Order shall entitle the Company to cancel the Agreement, vary the Agreement or delay, or reduce any payment for the Goods.

19. Packing and Pallets

19.1 All packing for Delivery in Australia will be in accordance with the Company’s standard practice and is for the Purchaser’s account.

19.2 If the Purchaser requests any special form of packing or packing material the Purchaser is responsible for any associated additional costs.

19.3 If required by the Company, payment must be made in advance for such packing or packing material.

19.4 If the Goods are to be delivered outside Australia, the Company may, in addition to the Price, charge the Purchaser for all associated international packing and packing material costs.

19.5 If the Goods are to be delivered on pallets, the Purchaser acknowledges that it does not own the pallets and must return, on demand, all pallets provided to the Purchaser by the Company in good order and condition within 7 days.

19.6 The Purchaser agrees to hold pallets as ballei for the Company.

20. Force Majeure

20.1 The Company shall not be held liable for any delay caused by reason of force majeure events or otherwise circumstances or impediments beyond the Company’s control or its interest in Real Property.

20.2 Force Majeure events shall include, but are not limited to acts of God, industrial or labour disputes, riots, fires, floods, wars, embargoes, shortage of labour, raw materials, energy or means of transportation or for circumstances caused by any reason of laws, regulations, orders or acts of any government or authority.

20.3 In the event of such delay, the Company’s performance date(s) will be extended for such length of time as may be reasonably necessary to compensate for the Force Majeure event.

20.4 If a Force Majeure event continues for a period of 3 months or more, the Company may terminate this Agreement immediately by written notice to the Purchaser.

21. Limitation of Liability

21.1 In addition to any other limitation, qualification or pre-condition to liability under these Terms, the liability of the Company to the Purchaser is excluded or limited (where applicable) as follows: 21.1.1 the fullest extent that, all statutory and other implied conditions and warranties relating to the supply of Goods by the Company or the provision of Services by the Company are hereby expressly excluded.

21.2 To the fullest extent permitted by law, all statutory and other implied conditions and warranties relating to the supply of Goods by the Company or the provision of Services by the Company are hereby expressly excluded.

21.3 The liability of the Company to the Purchaser pursuant to any provision of any legislation or pursuant to any other potential liability, whether arising from negligence or not including consequential loss, is limited at the option of the Company to: 21.3.1 the fullest extent that, any credit, exchange or refund in accordance with Clause 12.1 is conditional upon the: 21.3.2 Goods not being of merchantable quality; 21.3.3 The Company can be contacted in relation to claims as follows: a) Telephone Number: (02) 9547 1844 b) Email Address: sales@specialisedforce.com.au c) Mailing address: 131 Woids Avenue, Carlton NSW 2218 d) Any cost incurred in contacting the Company or delivering the product to the Company will be borne by the Purchaser. 21.3.4 Any delay caused by the Company’s negligence.

21.4 If a delay occurs that satisfies all three criteria in 14.1, the Purchaser shall have the right to cancel the purchase of the delayed portion of the delivery. 21.4.1.1 A fixed delivery date has been expressly agreed upon in writing between the parties. 21.4.1.2. The delivery date is more than 5 weeks after that agreed date; and 21.4.1.3. The delay is caused by the Company’s negligence.

21.4.2 If a delay occurs that satisfies all three criteria in 14.1, the Purchaser shall have the right to cancel the purchase of the delayed portion of the delivery."
24.3.6 The Purchaser must not remove, deface or obliterate any identifying plate, and
value (whichever is the higher) with an insurer licensed or authorised to conduct
those Services, the liability of the Company to the Purchaser is limited to the
21.3.5 acquiring equivalent Goods; or
21.3.4 the payment of the cost of replacing the Goods;
21.3.1 the replacement of Goods;
to do so.
Purchaser and the Purchaser agrees that the Company has an irrevocable licence
possession of all the Goods at any site owned, possessed or controlled by the
24.5.3 If the Purchaser fails to pay for the Goods within the period of credit (if
the Purchaser), the Purchaser agrees that:
clawed-back by any entity or individual standing in the place of or representing
the Purchaser have been paid to the Company (and have not been claimed or
24.5 Notwithstanding any contrary clause in these Terms, if the Purchaser
enter the Purchaser's premises between 9:00am and 5:00pm on any business day
particular Tax Invoices of the Company.
24.3.4 The Purchaser will not allow any person to have or acquire any security
Purchaser;
any liquidated or unliquidated debt or obligation the Company owes to the
with the Company that:
payment by the Purchaser to the Company of all money owing by the Purchaser
are dispatched from the Company's premises.
22. Applicable Standards
22.1 If there are any industry standards, codes or regulatory requirements that
may regulate the Goods and/or Services supplied by the Company then the
Company gives no warranty to the Purchaser that the Goods and/or Services so
come to it for any purpose it in its own enquiries as to compliance of the
25.6 The following expressions have the respective meanings given to them in the
PPSR
25.4.3 receive a copy of a verification statement confirming registration of a
security interest.
25.4 The Purchaser hereby waives any rights the Purchaser may otherwise have
security interest.
25.3.9 not enter into any security agreement that permits any other person to
25.3.6 give the Company free and immediate access to its premises or places
within its control to enable the Company to enforce its Security Interests;
25.4.1 apply to a Court for an order concerning the removal of an accession under
section 97;
24.4 Risk in relation to any Goods passes to the Purchaser at the time the Goods
are dispatched from the Company's premises.
21.1 If there are any industry standards, codes or regulatory requirements that
may regulate the Goods and/or Services supplied by the Company then the
Company provides Services to the Purchaser, then in respect to
those Services, the liability of the Company to the Purchaser is limited to the
supply of those Services again or the payment to the Purchaser of the cost of
having those Services supplied again.
21.5 Except as expressly provided for in these Terms, the Company shall not be
liable to the Purchaser, for any loss, damage, injury to property or persons
(whether caused by the negligence of the Company or not) and this exclusion of
liability will not be limited to, all economic or financial loss, consequential damage, loss of profits, loss of business, or loss or opportunity of
whatever kind or nature arising directly or indirectly out of or in any way
attributable to or caused by any defect in the Goods, any late Delivery, or the performance by the Company or its agents or contractors or any Services or the failure to carry out those Services adequately.
21.6 The Purchaser indemnifies the Company against all liability, loss or damage
arising directly or indirectly out of any actions, proceedings or claims (including without limitation any consequential loss of profits) whatsoever brought against the Company, in the relation to any injury, loss of life or damage
to any property, howsoever caused (whether by the negligence of the Company or not) that is in any way attributable to or caused by any defect in the Goods, any late Delivery, or the performance, non-performance or inadequate or part
performance by the Company or its agents or contractors of any Services.
21.7 This indemnity does not limit or affect in any way any other indemnity
provided under these Terms or in the Special Conditions.
22.2 Applicable Standards
22.1.1 If there are any industry standards, codes or regulatory requirements that
may regulate the Goods and/or Services supplied by the Company then the
Purchaser and any person except as directed by the Company; and
any way changes the nature of the Goods without the prior written approval of
the Company.
25.3.8 give the Company, its employees or agents to
not to any person except as directed by the Company; and
24.3.9 The Purchaser agrees to allow the Company, its employees or agents to
any person except as directed by the Company; and
24.2 Title in the Goods will pass from the Company to the Purchaser upon full
payment by the Pay to the Company of all money owing by the Purchaser
24.3.3 The Purchaser may not make or permit any alteration to the Goods except
as agreed, be carried out at the Company's nominated premises or at such other
city to enable the Company to enforce its Security Interests;
25.4.2 receive a copy of a verification statement confirming registration of a
security interest.
25.3 The Purchaser shall not engage in or incure or incur any debt or obligation the
Company owes to the Purchaser from time to time under section 157; and
25.4.4 make any request of the Company under section 275, to authorise the
disclosure of any information under that section or to waive any duty of
confidence that would otherwise permit non-disclosure under that section.
25.5 For any Goods supplied that are not goods that are used predominately for
personal, domestic or household purposes, the parties agree to contract out of the
application of ss 95, 118, 121(4), 130, 132(4), 135, 142 or 143 in relation to the
25.6 The following expressions have the respective meanings given to them in the
PPSA:
accession, collateral, financing change statement, financing statement, interested person, perfected security interest purchase money security interest,
registration, security agreement, security interest and verification statement.
26. Warranty Period
26.1 During the Warranty Period, the Company will provide the Services.
27. Service Fees
27.1.1 If either in the Quotation or the Special Conditions the Company has agreed to
maintain the Goods, all Maintenance and Repair work shall, unless otherwise
agreed, be carried out at the Company's nominated premises or at such other
city as the Company may nominate.
27.2 If the Purchaser is obliged under the Agreement to pay Service Fees, they
must be paid by the due date in the Quotation.
27.4 The Company’s obligation to carry out Maintenance is subject to the
Purchaser having paid all Service Fees when due.
27.4 The Company shall be entitled to suspend or cancel the carrying out of any
Services if the Purchaser fails to pay any Service Fees when due.
27.3 The Company may not maintain the Goods if the Purchaser attempts to
carry out its own maintenance and repairs or modifies or in any way changes the nature of the Goods without the prior written approval of
the Company.
27.2.2 The Goods have been misused by the Purchaser, its servants or agents; or
27.2.1 the Goods have been damaged or destroyed by anyone; or
27.2 If the Purchaser is obliged under the Agreement to pay for the Services and/or
replacement parts, the Company shall be entitled to charge the Purchaser by the
Company and must be paid for within 30 days from the end of the month of
the day of rendering of the Tax Invoice for those spare parts and/or replacement parts.
27.1 The Company, at its absolute discretion, may refuse to carry out any Service
if the Goods have been damaged, and, in the Company's reasonable opinion:
27.1.1 it is not practical to repair them; or
27.1.2 the Goods have been replaced by the Purchaser, its servants or agents; or
27.1 If the Purchaser is obliged under the Agreement to pay for the Services and/or
replacement parts, the Company shall be entitled to charge the Purchaser by the
Company and must be paid for within 30 days from the end of the month of
the day of rendering of the Tax Invoice for those spare parts and/or replacement parts.
33.1 A failure or delay to exercise a power or right conferred under these Terms and Conditions does not preclude the exercise of any other power or right.

33.2 The exercise of a power or right conferred under these Terms and Conditions does not preclude:

33.2.1 its future exercise; or

33.2.2 the exercise of any other power or right.

34. Guarantee and Indemnity

This Clause 34 applies if the Company requires the Purchaser to provide a guarantee or indemnity in respect of any claim or dispute.

34.1 In consideration of the Company agreeing to provide credit to the Purchaser at the Guarantor's request, the Guarantor hereby guarantees (and where the Guarantor comprises more than one person, guarantees jointly and severally) to the Company for the whole of the Purchaser's indebtedness or liability to it in respect of goods and/or services supplied to the Purchaser on any other account however and whenever arising.

The Guarantor hereby acknowledges that it is jointly and severally liable for the Purchaser's indebtedness to the Company.

The Company may, in its absolute sole discretion, be entitled to:

34.5.1 release or discharge the Guarantor or where the Guarantor comprises two or more persons, release or discharge one or more (but not all) of the persons included as a Guarantor from time to time; or

34.5.2 specify a time for payment, accept any composition from or make any other arrangements with any of these persons included as a Guarantor, without prejudice or affecting the rights and remedies of the Company against the other persons included as a Guarantor, provided that any part payment or indemnity guaranteed in this Clause 34 will constitute discharge of liability to the extent of such part payment or indemnity.

34.6 The Guarantor hereby acknowledges that it is jointly and severally liable for the Purchaser's indebtedness to the Company.

34.2 The Guarantor indemnifies, must keep the Company indemnified and will keep the Company indemnified from and against all actions, claims, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Company or which the Company may, sustain or incur as a direct or indirect result of any breach or non-compliance by the Guarantor with any of its or his obligations under the Agreement or the Guarantor's obligations under this Guarantee and Indemnity.

34.3 The Guarantor acknowledges that the Company may rely on this Guarantee in any dealings with the Guarantor and that this Guarantee shall inure to the benefit of the Company for the whole of the Purchaser's indebtedness or liability to it in respect of goods and/or services supplied to the Purchaser on any other account however and whenever arising.

34.4 This Guarantee is binding on the Guarantor's personal representatives and will be for the benefit of the Company, its successors and assigns.

34.5 The Company may, in its absolute sole discretion, be entitled to:

34.5.1 release or discharge the Guarantor or where the Guarantor comprises two or more persons, release or discharge one or more (but not all) of the persons included as a Guarantor from time to time; or

34.5.2 specify a time for payment, accept any composition from or make any other arrangements with any of these persons included as a Guarantor, without prejudice or affecting the rights and remedies of the Company against the other persons included as a Guarantor, provided that any part payment or indemnity guaranteed in this Clause 34 will constitute discharge of liability to the extent of such part payment or indemnity.

34.6 The Guarantor hereby acknowledges that it is jointly and severally liable for the Purchaser's indebtedness to the Company.

The Company may, in its absolute sole discretion, be entitled to:

34.5.1 release or discharge the Guarantor or where the Guarantor comprises two or more persons, release or discharge one or more (but not all) of the persons included as a Guarantor from time to time; or

34.5.2 specify a time for payment, accept any composition from or make any other arrangements with any of these persons included as a Guarantor, without prejudice or affecting the rights and remedies of the Company against the other persons included as a Guarantor, provided that any part payment or indemnity guaranteed in this Clause 34 will constitute discharge of liability to the extent of such part payment or indemnity.

34.6 The Guarantor hereby acknowledges that it is jointly and severally liable for the Purchaser's indebtedness to the Company.

The Company may, in its absolute sole discretion, be entitled to:

34.5.1 release or discharge the Guarantor or where the Guarantor comprises two or more persons, release or discharge one or more (but not all) of the persons included as a Guarantor from time to time; or

34.5.2 specify a time for payment, accept any composition from or make any other arrangements with any of these persons included as a Guarantor, without prejudice or affecting the rights and remedies of the Company against the other persons included as a Guarantor, provided that any part payment or indemnity guaranteed in this Clause 34 will constitute discharge of liability to the extent of such part payment or indemnity.

34.6 The Guarantor hereby acknowledges that it is jointly and severally liable for the Purchaser's indebtedness to the Company.

The Company may, in its absolute sole discretion, be entitled to:

34.5.1 release or discharge the Guarantor or where the Guarantor comprises two or more persons, release or discharge one or more (but not all) of the persons included as a Guarantor from time to time; or

34.5.2 specify a time for payment, accept any composition from or make any other arrangements with any of these persons included as a Guarantor, without prejudice or affecting the rights and remedies of the Company against the other persons included as a Guarantor, provided that any part payment or indemnity guaranteed in this Clause 34 will constitute discharge of liability to the extent of such part payment or indemnity.

34.6 The Guarantor hereby acknowledges that it is jointly and severally liable for the Purchaser's indebtedness to the Company.

The Company may, in its absolute sole discretion, be entitled to:

34.5.1 release or discharge the Guarantor or where the Guarantor comprises two or more persons, release or discharge one or more (but not all) of the persons included as a Guarantor from time to time; or

34.5.2 specify a time for payment, accept any composition from or make any other arrangements with any of these persons included as a Guarantor, without prejudice or affecting the rights and remedies of the Company against the other persons included as a Guarantor, provided that any part payment or indemnity guaranteed in this Clause 34 will constitute discharge of liability to the extent of such part payment or indemnity.