
Affordable Skid Steers (Aust) Pty Ltd – Terms & Conditions of Trade

1. Definitions

- 1.1 "AFF" means Affordable Skid Steers (Aust) Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Affordable Skid Steers (Aust) Pty Ltd.
- 1.2 "Client" means the person/s buying the Goods (and/or hiring Equipment) as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3 "Goods" means all Goods or Services supplied by AFF to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4 "Equipment" means all Equipment including any accessories supplied on hire by AFF to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by AFF to the Client.
- 1.5 "Price" means the Price payable for the Goods and/or Equipment hire as agreed between AFF and the Client in accordance with clause 4 below.

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods/Equipment.
- 2.2 The Client acknowledges and agrees that upon the closing date for receipt of balance of payment, it will be issued in writing, a forty-eight (48) hour extension notice. In the event the Client fails to pay this balance in the extended time allowed, then the Client agrees this shall result in a full forfeiture of any sums paid and the machine will immediately be relisted for sale.
- 2.3 The Client acknowledges and agrees that in the event the Client needs to seek approval for financing, then the Client will have five (5) working days to organise this and make payment, otherwise the Client agrees all funds paid will be forfeited and the machine will immediately be relisted for sale.
- 2.4 AFF make no guarantee of the year of manufacture and the actual hours of the machine. To the best of AFF's knowledge, and at the time of the sale, these details are as displayed on the machine.
- 2.5 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 2.6 Goods are supplied by AFF only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.
- 2.7 These terms and conditions may only be amended with AFF's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and AFF.

3. Change in Control

- 3.1 The Client shall give AFF not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by AFF as a result of the Client's failure to comply with this clause.

4. Price and Payment

- 4.1 At AFF's sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by AFF to the Client; or
 - (b) the Price as at the date of delivery of the Goods/Equipment according to AFF's current price list; or
 - (c) AFF's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 AFF reserves the right to change the Price if a variation to AFF's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation due to unforeseen circumstances, or as a result of fluctuations in currency exchange rates or increases to AFF in the cost of taxes, levies, materials and labour, or availability of Goods) will be charged for on the basis of AFF's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 4.3 At AFF's sole discretion a non-refundable deposit may be required.
- 4.4 Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by AFF, which may be:
 - (a) on delivery of the Goods/Equipment;
 - (b) before delivery of the Goods/Equipment;
 - (c) the date specified on any invoice or other form as being the date for payment; or
 - (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by AFF.
- 4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to three and a half percent (3.5%) of the Price), or by any other method as agreed to between the Client and AFF.
- 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to AFF an amount equal to any GST AFF must pay for any supply by AFF under this or any other agreement for the sale of the Goods/hire of the Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5. Delivery of Goods/Equipment

- 5.1 Delivery (“**Delivery**”) of the Goods/Equipment is taken to occur at the time that:
- (a) the Client or the Client’s nominated carrier takes possession of the Goods/Equipment at AFF’s address; or
 - (b) AFF (or AFF’s nominated carrier) delivers the Goods/Equipment to the Client’s nominated address even if the Client is not present at the address.
- 5.2 At AFF’s sole discretion the cost of delivery is in addition to the Price.
- 5.3 In the event the Client gives any instructions to AFF for the supply of Goods and where no deposit has been given to AFF, AFF is only bound to hold those Goods for the Client for a maximum period of twenty-four (24) hours. If in that time, no further contact has been made by the Client, or no effort has been made to take delivery of the Goods, AFF then reserves the right to supply those same Goods to any other Client.
- 5.4 All payments must be cleared in AFF’s system prior to the dispatch of any items.
- 5.5 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
- 5.6 The Client must take delivery by receipt or collection of the Goods/Equipment whenever either is tendered for delivery. In the event that the Client is unable to take delivery of the Goods/Equipment as arranged then AFF shall be entitled to charge a reasonable fee for redelivery of the Goods/Equipment and/or the storage of the Goods.
- 5.7 Any time or date given by AFF to the Client is an estimate only. The Client must still accept delivery of the Goods/Equipment even if late and AFF will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.

6. Risk

- 6.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, AFF is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by AFF is sufficient evidence of AFF’s rights to receive the insurance proceeds without the need for any person dealing with AFF to make further enquiries.
- 6.3 If the Client requests AFF to leave Goods outside AFF’s premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client’s sole risk.
- 6.4 Any advice, recommendation, information, assistance or service provided by AFF in relation to Goods or Services supplied is given in good faith, is based on AFF’s own knowledge and experience and shall be accepted without liability on the part of AFF and it shall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the Goods or Services.
- 6.5 The Client acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, AFF reserves the right to vary the Price with alternative Goods as per clause 4.2. AFF also reserves the right to halt all Services until such time as AFF and the Client agree to such changes.

7. Title To Goods

- 7.1 AFF and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid AFF all amounts owing to AFF; and
 - (b) the Client has met all of its other obligations to AFF.
- 7.2 Receipt by AFF of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 7.3 It is further agreed that:
- (a) until ownership of the Goods passes to the Client in accordance with clause 7.1 that the Client is only a bailee of the Goods and must return the Goods to AFF on request.
 - (b) the Client holds the benefit of the Client’s insurance of the Goods on trust for AFF and must pay to AFF the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for AFF and must pay or deliver the proceeds to AFF on demand.
 - (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of AFF and must sell, dispose of or return the resulting product to AFF as it so directs.
 - (e) the Client irrevocably authorises AFF to enter any premises where AFF believes the Goods are kept and recover possession of the Goods.
 - (f) AFF may recover possession of any Goods in transit whether or not delivery has occurred.
 - (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of AFF.
 - (h) AFF may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

8. Personal Property Securities Act 2009 (“PPSA”)

- 8.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

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- 8.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods/Equipment that has previously been supplied and that will be supplied in the future by AFF to the Client.
- 8.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which AFF may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 8.3(a)(i) or 8.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, AFF for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods/Equipment charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of AFF;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods/Equipment in favour of a third party without the prior written consent of AFF;
 - (e) immediately advise AFF of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.
- 8.4 AFF and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 8.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 8.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 8.7 Unless otherwise agreed to in writing by AFF, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 8.8 The Client must unconditionally ratify any actions taken by AFF under clauses 8.3 to 8.5.
- 8.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

9. Security and Charge

- 9.1 In consideration of AFF agreeing to supply the Goods/Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 9.2 The Client indemnifies AFF from and against all AFF's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising AFF's rights under this clause.
- 9.3 The Client irrevocably appoints AFF and each director of AFF as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 9 including, but not limited to, signing any document on the Client's behalf.

10. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 10.1 The Client must inspect the Goods/Equipment on delivery and must within seven (7) days of delivery notify AFF in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow AFF to inspect the Goods/Equipment.
- 10.2 All warranty claims must be approved by AFF before commencement of any work, failure to comply will result in any warranty applicable to the Services becoming void. AFF shall also thereafter in no circumstances be liable under the terms of any warranty previously offered, if the workmanship is repaired, altered or overhauled without AFF's consent.
- 10.3 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 10.4 AFF acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 10.5 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, AFF makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods/Equipment. AFF's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 10.6 If the Client is a consumer within the meaning of the CCA, AFF's liability is limited to the extent permitted by section 64A of Schedule 2.
- 10.7 If AFF is required to replace the Goods under this clause or the CCA, but is unable to do so, AFF may refund any money the Client has paid for the Goods.
- 10.8 If the Client is not a consumer within the meaning of the CCA, AFF's liability for any defect or damage in the Goods is:

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- (a) limited to the value of any express warranty or warranty card provided to the Client by AFF at AFF's sole discretion;
 - (b) limited to any warranty to which AFF is entitled, if AFF did not manufacture the Goods;
 - (c) otherwise negated absolutely.
- 10.9 Subject to this clause 10, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 10.1; and
 - (b) AFF has agreed that the Goods are defective; and
 - (c) the Goods are returned at the Client's cost within thirty (30) days of the delivery date (if that cost is not significant); and
 - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 10.10 Notwithstanding clauses 10.1 to 10.9 but subject to the CCA, AFF shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Client failing to properly maintain or store any Goods/Equipment;
 - (b) the Client using the Goods/Equipment for any purpose other than that for which they were designed;
 - (c) the Client continuing the use of the Goods/Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) the Client failing to follow any instructions or guidelines provided by AFF;
 - (e) fair wear and tear, any accident, or act of God.
- 10.11 In the case of second hand Goods, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second hand Goods prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by AFF as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that AFF has agreed to provide the Client with the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 10.11.
- 10.12 AFF may in its absolute discretion accept non-defective Goods for return in which case AFF may require the Client to pay handling fees of up to fifteen percent (15%) of the value of the returned Goods plus any freight costs.
- 10.13 For Goods not manufactured by AFF, the warranty shall be the current warranty provided by the manufacturer of the Goods. AFF shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 10.14 Any issue outside of the thirty (30) day period, will need to be addressed directly with ELITE warranty on 1300 852 763, as ELITE is separate company, AFF shall have no involvement regarding such a claim.
- 10.15 Non-stocklist items or Goods made to the Client's specifications are under no circumstances acceptable for credit or return.
- 10.16 Notwithstanding anything contained in this clause if AFF is required by a law to accept a return then AFF will only accept a return on the conditions imposed by that law.

11. Default and Consequences of Default

- 11.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at AFF's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 11.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by AFF.
- 11.3 If the Client owes AFF any money the Client shall indemnify AFF from and against all costs and disbursements incurred by AFF in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, AFF's collection agency costs, and bank dishonour fees).
- 11.4 Without prejudice to any other remedies AFF may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions AFF may suspend or terminate the supply of Goods/Equipment to the Client. AFF will not be liable to the Client for any loss or damage the Client suffers because AFF has exercised its rights under this clause.
- 11.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 11.6 Without prejudice to AFF's other remedies at law AFF shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to AFF shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to AFF becomes overdue, or in AFF's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

12. Cancellation

- 12.1 AFF may cancel any contract to which these terms and conditions apply or cancel delivery of Goods/Equipment at any time before the Goods/Equipment are due to be delivered by giving written notice to the Client. On giving such notice AFF shall repay to the Client any money paid by the Client for the Goods/Equipment. AFF shall not be liable for any loss or damage whatsoever arising from such cancellation.

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- 12.2 In the event that the Client cancels delivery of the Goods/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by AFF as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 12.3 Cancellation of orders for Goods/Equipment made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
- 12.4 Dispute Resolution**
- 12.5 If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:
- (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
 - (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
- 13. Privacy Act 1988**
- 13.1 The Client agrees for AFF to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by AFF.
- 13.2 The Client agrees that AFF may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client.
- The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 13.3 The Client consents to AFF being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 13.4 The Client agrees that personal credit information provided may be used and retained by AFF for the following purposes (and for other purposes as shall be agreed between the Client and AFF or required by law from time to time):
- (a) the provision of Goods/Equipment; and/or
 - (b) the marketing of Goods/Equipment by AFF, its agents or distributors; and/or
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods/Equipment; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods/Equipment.
- 13.5 AFF may give information about the Client to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Client;
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 13.6 The information given to the credit reporting agency may include:
- (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - (b) details concerning the Client's application for credit or commercial credit and the amount requested;
 - (c) advice that AFF is a current credit provider to the Client;
 - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - (f) information that, in the opinion of AFF, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
 - (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - (h) that credit provided to the Client by AFF has been paid or otherwise discharged.
- 14. Equipment Hire**
- 14.1 Equipment shall at all times remain the property of AFF and is returnable on demand by AFF. In the event that Equipment is not returned to AFF in the condition in which it was delivered AFF retains the right to charge the Client the full cost of repairing the Equipment. In the event that Equipment is not returned at all AFF shall have right to charge the Client the full cost of replacing the Equipment.
- 14.2 The Client shall;

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- (a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over the Equipment.
 - (b) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment.
 - (c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by AFF to the Client.
- 14.3 The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self insure, AFF's interest in the Equipment and agrees to indemnify AFF against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

15. General

- 15.1 The failure by AFF to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect AFF's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state of Queensland in which AFF has its principal place of business, and are subject to the jurisdiction of the courts of Queensland.
- 15.3 Subject to clause 10 AFF shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by AFF of these terms and conditions (alternatively AFF's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods/Equipment hire).
- 15.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by AFF nor to withhold payment of any invoice because part of that invoice is in dispute.
- 15.5 AFF may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 15.6 The Client agrees that AFF may amend these terms and conditions at any time. If AFF makes a change to these terms and conditions, then that change will take effect from the date on which AFF notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for AFF to provide Goods/Equipment to the Client.
- 15.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 15.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.