

IMPORTANT NOTICE

Please read the following conditions carefully and in their entirety. You will be bound by these conditions if we carry goods for you. In particular, please note that:

- By accepting these conditions, you warrant that:
 - you are acquiring our services for, or in relation to, the transport of goods for the purposes of a business, trade, profession or occupation carried on or engaged in by you; and
 - the consignee of the goods in question carries on or is engaged in a business, trade, profession or occupation in relation to those goods,unless you otherwise advise us in writing before we agree to provide our services (see clause 2.2(k)).
- Our services are priced based on the exclusions and limits in these conditions.
- To the extent permitted by law, we will not be liable for any loss of or damage to goods, unless such loss or damage was caused by our proven negligence or wilful misconduct.
- The conditions provide for various exclusions of liability and limits on our liability for loss of or damage to goods. These exclusions and limits are set out in clause 9.
- The effect of these limits is that, even if we have been negligent, you may not be able to recover the full value of the lost or damaged goods. If you want to negotiate for us to have a higher limit of liability with respect to your goods, you should contact us.
- To recover for loss of or damage to your goods, regardless of the circumstances, we recommend that you or the owner of the goods arrange to purchase an appropriate insurance policy that covers the goods.

JOHN WEST LOGISTICS PTY LTD TERMS AND CONDITIONS OF SERVICE

1. APPLICATION OF CONDITIONS

- 1.1 We are not a common carrier and will accept no liability as such. All Services that We or a Subcontractor perform for You are subject to only these Conditions. We reserve the right to refuse to provide Services in relation to goods for any Person and any class of goods at Our discretion.
- 1.2 To be valid, any variation to these Conditions must be:
- (a) in writing; and
 - (b) signed by Our managing director and Your Person of delegated authority.

2. YOUR OBLIGATIONS

- 2.1 You and any Owner are bound by these Conditions.
- 2.2 You and any Owner warrant that:
- (a) You have the authority of all Owners or Persons interested in the Goods to enter and agree to these Conditions on their behalf;
 - (b) the Goods and Containers including their description, weight, contents, measure, quantity, condition, marks, numbers and value are complete and correct and are labelled in accordance with any applicable Law or Requirement;

- (c) the Goods and Containers are properly packed in a manner adequate to withstand normal handling or carriage and to comply with any applicable Law or Requirement;
- (d) You have and will comply with all Laws in relation to loading, handling and unloading of Goods and for ensuring that proper facilities and safeguards are in place for collecting, delivering, loading, handling and unloading of the Goods;
- (e) You will provide Us with full and safe access to the Goods and to the premises to which the Goods are to be delivered;
- (f) there is a suitable practicable road and approach for Us and Our vehicles to any premises from which the Goods are to be collected or to which the Goods are to be delivered;
- (g) any premises from which the Goods are to be collected or to which the Goods are to be delivered will have safe and adequate loading facilities and equipment available;
- (h) unless specifically declared in writing prior to the performance of the Services, the Goods are not Dangerous Goods or Regulated Waste;
- (i) where the Goods are Regulated Waste and We agree to transport those Goods, You will provide all necessary documentation required by Law to allow the transport of the Goods by Us;
- (j) where required by Law, You have accurately completed and supplied container weight declaration; and
- (k) unless You advise Us in writing prior to Us agreeing to provide the Services:
 - (i) the Services are supplied for, or in relation to, the purposes of a business, trade, profession or occupation carried on or engaged in by You; and
 - (ii) the consignee of the Goods carries on, or is engaged in, a business, trade, profession or occupation in relation to the Goods.

2.3 You must give Us sufficient instructions to enable Us to adequately perform the Services.

2.4 You must provide Us with any information concerning the nature of the Goods and their packaging that We reasonably request.

3. RECEIPT OF GOODS

3.1 We will not be deemed to have received any Goods until:

- (a) the Person delivering them has reported to Our reception office;
- (b) We have specifically agreed to receive the Goods; and
- (c) We have verified the physical condition, quantity and description of the Goods at the time of delivery to Us.

3.2 We rely on the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by You but do not admit their accuracy.

4. INSPECTION

- 4.1 We will inform You of any discrepancies to the Goods that We discover on receipt by Us or delivery from Us and which are apparent on reasonable inspection without opening up any packaging of the Goods.
- 4.2 We:
- (a) are not obliged to carry out an inspection of the Goods;
 - (b) may inspect the Goods (including opening any Container) to determine the nature or condition of the Goods or for any other purpose for which We consider reasonably necessary.
- 4.3 If by Law or Requirement by Authorities at any place, a Container has to be opened for the Goods to be inspected, We will not be liable for any loss, damage or delay incurred as a result of any opening, unpacking inspection or repackaging. We will be entitled to recover the cost of such opening, unpacking, inspection and repackaging from You.

5. DELIVERY AND DISPOSAL

- 5.1 We will use reasonable endeavours to:
- (a) promptly and carefully deliver the Goods to the address nominated by You;
 - (b) follow any instructions You have given Us in relation to the Services; and
 - (c) effect delivery at the date and time that You request, subject to compliance with Chain of Responsibility Laws.
- 5.2 Notwithstanding clause 5.1(c), We do not warrant or guarantee particular collection or delivery times for Goods.
- 5.3 We are entitled to depart from Your instructions (including deviating from the usual method of Service or route of carriage) if We, acting reasonably, think it necessary in the circumstances. If You expressly or impliedly instruct Us to use, or it is expressly or impliedly agreed that We will use, a particular method of handling the Goods or a particular method of carriage, We will give priority to that method. If, however, in Our reasonable opinion, that method cannot be practicably adopted by Us, You authorise Us to handle or carry or to have the Goods handled or carried by another method or methods.
- 5.4 A failure to deliver in accordance with clause 5.1 does not confer a right of cancellation or refusal of acceptance of delivery by You.
- 5.5 If, without prior written notice to Us, the nominated delivery site is unattended or if delivery cannot otherwise be effected by Us, We will attempt to contact You to obtain alternative instructions for delivery. We may make an additional charge for following any alternative instructions.
- 5.6 If We are unable to obtain alternative instructions that We can reasonably and practicably carry out, We may, at Our option:
- (a) deposit the Goods at the delivery site (which is conclusively presumed to be due delivery under these Conditions); or
 - (b) store the Goods in the manner determined by Us, acting reasonably. You agree to indemnify Us for all reasonable costs and expense incurred in relation to that storage. In the event that

the Goods are stored by Us, We will be at liberty to redeliver them to You from the place of storage at Your expense.

- 5.7 We are presumed to have delivered the Goods in good order and condition if We obtain a receipt or signed delivery docket for the Goods.
- 5.8 Instructions contained in Your bill of lading, delivery order or other documents entitle Us to deliver to the bearer of that document despite that document providing for delivery to a named party or to their order. We are entitled to assume that the Person presenting the document is the Person lawfully entitled to take delivery. We are not required to verify signatures appearing on any document.
- 5.9 If in Our reasonable opinion or the opinion of any Authority, Goods constitute a risk to other Goods, property, life or health, those Goods may be destroyed, disposed of or otherwise dealt with at Our discretion, exercised reasonably, and at Your risk and expense.

6. SUBCONTRACTING

- 6.1 We and any Subcontractor are entitled to subcontract or on-forward, on any terms, the whole or any part of the Services.
- 6.2 If We subcontract any Services, We:
- (a) will not be relieved of any of Our liabilities or obligations under any agreement incorporating these Conditions; and
 - (b) will be liable to You for any act or omission of the Subcontractor as if such act or omission were Our act or omission.
- 6.3 Every exemption, limitation, condition and liberty contained in these Conditions and every right, exemption from liability, defence and immunity of whatsoever nature for Our benefit or to which We are entitled hereunder is also available and will extend to protect:
- (a) all Subcontractors;
 - (b) all of Our employees, agents and every other Person by whom the Services or any part thereof are performed or undertaken; and
 - (c) all Persons who are or might be vicariously liable for the acts or omissions of any Person referred to in clause 6.3(a) and 6.3(b).
- 6.4 For the purpose of this clause 6, We are 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 will to this extent be or be deemed to be parties to this Contract.

7. DANGEROUS GOODS

- 7.1 You must give Us full written details of any Dangerous Goods (in accordance with the manner prescribed by any Laws or Requirements if applicable) prior to Us providing Services.
- 7.2 You warrant that:
- (a) the description of the Goods provided by You to Us is accurate; and
 - (b) unless disclosed pursuant to clause 7.1, the Goods are not:

- (i) infested with vermin or pests;
- (ii) explosive, radioactive or of unlawful nature and are only noxious, dangerous, hazardous, inflammable, volatile or offensive to the extent disclosed under clause 7.1; or
- (iii) of a kind reasonably capable of causing loss, damage or injury to Us or any third party.

7.3 If You breach a warranty in clause 7.2 or the Goods otherwise, in Our reasonable opinion, are or are liable to become of a dangerous or flammable or damaging nature and pose a threat of property damage or personal injury, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to You and without prejudice to Our right to charge for the Services.

7.4 You must declare in writing to Us any Goods which may be liable to customs duties or official restrictions.

7.5 You warrant that You have complied with all Laws and Requirements relating to the nature, packaging, labelling or carriage of the Dangerous Goods (including but not limited to the Australian Code for the Transport of Dangerous Goods by Road & Rail) and that the Dangerous Goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and hereby indemnify Us for any liability whatsoever as a result of or arising out of Your failure to comply with this warranty.

8. CRANE/LIFTING SERVICES

8.1 Where We provide Crane Services at Your request, You warrant that:

- (a) the ground at the site where the Crane will be used is adequate to support the Crane;
- (b) the ground giving access to the site is stable and firm and of a gradient to allow the Crane to be operated safely;
- (c) sufficient clearance is afforded in respect of all overhead wires;
- (d) the specifications and size of the Crane are suitable for the site and for the purpose required by You; and
- (e) the road surfaces, access and egress to the site are clear of obstacles at all times and will allow safe movement of the Crane.

8.2 We will supply a standard selection of slings, lugs and chains but accept no responsibility for loss or delay if any slings, lugs or chains are found to be unsuitable for the purpose required by You.

9. OUR LIABILITY

9.1 You acknowledge and agree that, to the extent permitted by Law, neither We nor any Person on Our behalf who undertakes the Services will be under any liability for:

- (a) any loss of or damage to, deterioration, evaporation or contamination of the Goods;
- (b) misdelivery, delay in delivery or non-delivery of the Goods,

unless the loss, damage, deterioration, evaporation, contamination, misdelivery, delay in delivery or non-delivery was caused by Our proven negligence or wilful misconduct.

- 9.2 Any liability of Ours under clause 9.1 will be reduced proportionately to represent the extent to which Your negligent or wrongful acts or omissions caused the loss, damage, deterioration, evaporation or contamination.
- 9.3 Notwithstanding any other provision in these Conditions, We will not be liable for any loss of or damage to Goods caused by:
- (a) a Force Majeure;
 - (b) Our following of Your instructions;
 - (c) vermin, infestation or mould;
 - (d) vibration, road conditions, weather or weather events of any kind whatsoever, including but not limited to stone, rain, hail or storm damage;
 - (e) a decline in value, or loss of value as a result of the Goods becoming past their 'use by' or expiry date;
 - (f) the Goods being inherently defective or in such a condition that they cannot be loaded, unloaded or transported by road without damage;
 - (g) the inherent vice or the nature of the Goods; or
 - (h) insufficiency or unsuitability of packing or preparation of the Goods to withstand the ordinary incidents of the Services.
- 9.4 Notwithstanding any other provision of these Conditions, to the extent permitted by Law, Our maximum aggregate liability in relation to, or in any way connected with any loss of Goods or Damage to Goods, or misdelivery, delay in delivery or non-delivery of Goods will be limited to \$10,000 per incident.
- 9.5 For the purposes of this clause, 'incident' means any event which results in loss of or damage to Goods or mis-delivery, delay in delivery or non-delivery of Goods and all claims that result from the one original cause will be considered, for the purpose of this subclause, to have arisen from the same incident.
- 9.6 Notwithstanding any other provision of these Conditions, to the extent permitted by Law, We will not be liable, under any circumstances, for Consequential Loss.
- 9.7 The limitation of liability set out in clause 9.4 does not apply to the extent that any loss of or damage to Goods is caused by Us engaging in malicious conduct, deliberate or wilful misconduct, fraud or criminal conduct.

10. AUSTRALIAN CONSUMER LAW

Notwithstanding any other provision of these Conditions, We will continue to be subject to any condition or guarantee provided for by the *Competition and Consumer Act 2010* (Cth) including the Australian Consumer Law if and to the extent that that Act is applicable to these Conditions and prevents the exclusion, restriction and modification of such condition or guarantee.

11. CHARGES

- 11.1 You must pay Us all agreed amounts as soon as they are due without any deduction or deferral for any Claim or set-off.
- 11.2 Notwithstanding acceptance by You of any quotation or estimate of Charges, We may make reasonable additional Charges in the event that:
- (a) the Goods are of a different weight, mass, density, length, width or general nature (than as previously described by You to Us) or differ in any respect to the description of the Goods provided to Us;
 - (b) there is any change or alteration by You or the Owner to the agreed date or time for commencement or completion of the Services;
 - (c) additional Goods are provided for carriage other than those previously advised to Us;
 - (d) the Goods are not delivered to Us for transport on the agreed date or at the agreed time; or
 - (e) there is any delay in loading, unloading or adjustment of loads by reason other than Our own default.
- 11.3 In addition to any Charges contemplated under these Conditions, You are liable to pay:
- (a) all freight storage Charges as notified to You;
 - (b) any fuel levy imposed, which may be adjusted by Us at any time on reasonable grounds to reflect various current market factors from time to time;
 - (c) any fee imposed by a governing road Authority for the provision of escorts, pilots or supervisors for heavy or over-dimensional transport;
 - (d) any additional costs arising from heavy or over-dimensional transport including those associated with permits, escorts, equipment, bridge/road works, detours and/or otherwise complying with Law or Requirement;
 - (e) all statutory charges including, but not limited to, Customs charges and excises (whether Australian or foreign) in relation to the transport of the Goods or the provision of the Services; and
 - (f) all taxes including, but not limited to, GST (whether Australian or foreign).

12. GST

- 12.1 This clause 12 applies if We are or may become liable to pay GST in relation to any Services under these Conditions:
- (a) Unless otherwise stated, all Charges quoted are exclusive of GST. In addition to such charges, You must pay GST on the Taxable Supply to Us of an amount equal to the GST exclusive consideration multiplied by the GST Rate. GST shall be payable by You without any deduction or set off for any other amount at the same time as the GST exclusive consideration is payable. In all other respects, GST shall be payable by You to Us upon the same basis as the GST exclusive consideration is payable by You under these Conditions.
 - (b) We must issue an Invoice or Invoices to You for the amount of GST referable to the Taxable Supply. We must include in any such Invoice such particulars as are required by the GST

Law in order that You may obtain an input tax credit for the amount of GST payable on the Taxable Supply.

- (c) If any part of the consideration is referable to both a Taxable Supply and anything that is not a Taxable Supply, the amount of GST payable by You will be determined by Us and shall be the same amount of GST that would be payable if the Taxable Supply were the only Supply made to You.
- (d) If You default in the payment on the due date of any amount payable pursuant to clause 12.1(a), then without prejudice to any other remedies We have, You must pay to Us upon demand an amount equal to the amount of any damages or interest or additional GST that may become payable by Us arising out of Your default.

13. CHAIN OF RESPONSIBILITY

- 13.1 Both parties must comply with all applicable Laws, including Chain of Responsibility Law.
- 13.2 You must not impose any requirement on Us that would directly or indirectly encourage or require Us or any Person on Our behalf to speed, drive while fatigued or otherwise perform the Services in an unsafe manner.

14. LIEN

- 14.1 We have a particular and general lien over the Goods and any related documents in Our possession for all sums payable by You to Us for Services performed, costs incurred and all other monies payable or owing to Us (whether or not those sums have been Invoiced and whether or not those sums are overdue for payment).
- 14.2 Without prejudice to any other rights We have under Law, if Charges are not paid within 30 days of the date any Invoice becomes due for payment, or the Goods are not collected within 30 days of when required or designated, We may at Our option:
 - (a) remove the Goods or documents, or part thereof and store them at a charge in such place and in such manner as We think proper and at Your risk and expense; or
 - (b) sell the Goods or documents on such terms as We think fit (whether by private treaty or public auction) and apply the proceeds in or toward discharge of the lien.
- 14.3 Until full payment in cleared funds as well as all other amounts You owe Us under these Conditions or any other contract is received, in addition to any rights We may have under Chapter 4 of the PPSA, We are entitled at any time to exercise Our rights under clauses 14.2(a) and 14.2(b). If there is any inconsistency with Our rights under clauses 14.2(a) and 14.2(b) and Our rights under the PPSA, clauses 14.2(a) and 14.2(b) prevail.
- 14.4 You are liable to Us for the costs of any notice, publication, storage, sale or attempted sale under this clause.
- 14.5 On a sale under clause 14.2 We will apply the proceeds towards the payment of the expenses of sale and the balance towards payment of outstanding Charges and costs due by You, and pay any remaining balance to You.
- 14.6 Terms used in this clause, but not defined have the same meaning as under the PPSA.

15. FORCE MAJEURE

- 15.1 Where We are unable to carry out any obligation under the Contract due to a Force Majeure, We will be excused from such obligation to the extent of such prevention, restriction or interference so caused.
- 15.2 We will use reasonable diligence and reasonable endeavours to remove the Force Majeure, but we will not be obliged to settle any labour or other dispute creating the Force Majeure on terms contrary to Our wishes.
- 15.3 Nothing in these Conditions requires us to engage in any act that would cause Us or any Person on Our behalf to be in breach of any applicable Law, including Chain of Responsibility Law.
- 15.4 If a Force Majeure causes the delay or non-performance of Our obligations for 30 days or more, either party may, by notice in writing, immediately terminate any agreement incorporating these Conditions.

16. NOTIFICATION OF CLAIM

- 16.1 To the extent permitted by Law, if We are liable for loss of or damage to Goods, no claim in respect of such loss or damage may be made unless notice of the claim is lodged in writing to Our address in clause 19.1 not later than thirty (30) days after delivery was effected, or would in the ordinary course of business have been effected.
- 16.2 You acknowledge that the purpose of clause 16.1 is to allow Us an opportunity to promptly investigate the cause of any loss or damage. Clause 16.1 will not apply if You have a reasonable excuse for Your failure to give written notice as required by that clause (having regard to the extent of any delay in giving that notice).

17. SUSPEND SERVICE

We may suspend or stop performing the Services while any Charges and costs due to Us are unpaid.

18. PRIVACY

To the extent and as required by Law, the parties will comply with *the Privacy Act 1988* (Cth). Any personal information obtained or supplied in connection with the Services will be collected, used, stored, disclosed, transferred and destroyed in accordance with the Australian Privacy Principles and the Law.

19. NOTICES

- 19.1 Our address for correspondence is: Address: PO Box 358, Clontarf Qld 4019; Telephone: (07) 3180 0066.
- 19.2 Unless You notify Us otherwise Your address for correspondence will be any address or contact details contained in any delivery document You provide to Us.
- 19.3 Any notice sent by post is deemed to have been given on the third day following the day of posting.

20. DEFINITIONS

20.1 In these Conditions:

“**Australian Consumer Law**” means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

“**Authority**” includes any legal or administrative authority acting within its legal powers and exercising any jurisdiction within any nation, state, municipality, port or airport;

“**Chain of Responsibility Law**” means the Heavy Vehicle National Law as enacted in any Australian state, the *Road Traffic (Administration) Act 2008* (WA) and the *Road Traffic (Vehicles) Act 2012* (WA) and any other state, territory or Commonwealth legislation dealing with the obligations of parties involved in road transport activities, such as consignors, transport operators, loaders, drivers and schedulers;

“**Claim**” includes any damage, liability, loss, claim or legal action;

“**Charges**” are any costs payable by You to Us in relation to, but not limited to, the Goods carried by Us and Services provided by Us;

“**Conditions**” means these Terms and Conditions of Service;

“**Consequential Loss**” means 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; wasted expenditure; loss of bargain, contract, expectation or opportunity; punitive or exemplary damages; in each case arising from or in connection with the performance of the Services and whether or not foreseeable at the time of entering into this Contract.

“**Container**” means any container used to carry Goods or any equipment comprised in or connected to a container in respect of which We perform or are requested to perform Services or which enters Our premises in connection with the Services;

“**Contract**” means the contract between Us and You as set out in these Conditions;

“**Crane**” includes any machine used for lifting Goods, including a forklift and sideloader;

“**Dangerous Goods**” means Goods which are or may become of a dangerous, inflammable, noxious radio-active, volatile, explosive or damaging nature;

“**Force Majeure**” means (but is not limited to) any event beyond Our reasonable control including but not limited to any acts of God, fires, floods, storms, lightning, cyclones, earthquakes, landslides or any other weather conditions that are so severe as to cause present or potential threats to Our personnel or equipment, maritime disasters, explosions or nuclear accidents, any wars (declared or undeclared), acts of public enemies, rebellions, revolution, public disorder, riots, civil commotion, malicious damage, vandalism, sabotage, insurrections or acts of terrorists, any acts of Government bodies (including but not limited to legislative bodies, courts, executive and administrative officers or agencies), any quarantine or custom restrictions, any road closures or congestion of roads, any interruption of power supply or scarcity of fuel, any strikes, boycotts, lockouts or other labour disturbances, any accidents, collisions or breakdowns of vehicles, machinery or equipment;

“**Goods**” means the cargo and its packaging (including any Container) in respect of which We provide or are requested to provide Services in accordance with the terms of this Contract;

“**GST**” has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

“**GST Law**” means the same as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

“**GST Rate**” means the rate of GST under the GST Law;

“**Invoice**” means a tax invoice under the GST Law;

“**Law**” means the provision of any statute, rule, regulation, proclamation, ordinance or by-law;

“**Owner**” includes the owner, consignor and consignee of any Goods or Container and any other Person who is or may become interested in any Goods or Container and anyone acting on their behalf;

“**Person**” includes (but is not limited to) any person, partnership, firm, body corporate (being a company registered under the *Corporations Act 2001* (Cth)), incorporated association, co-operative, Owners' corporation or statutory body and any other entity recognised by Law as a legal person;

“**PPSA**” means the *Personal Property and Securities Act 2009* (Cth);

“**Regulated Waste**” includes the meaning of that term as in the *Environmental Protection Regulation 2008* (Qld) and includes any other commercial or industrial waste (whether or not it has been immobilised or treated) where dealings with that waste are regulated by any Law;

“**Requirement**” means any requirement, notice, order or direction received from or given by any statutory, public or competent Authority and includes the relevant Australian Standard;

“**Services**” means the services We provide to You under these Conditions whether provided gratuitously or otherwise including but not limited to carriage, transportation, packaging, storage, lifting, handling services and distribution of Goods, the towing of a trailer and other services which You and We may agree in writing are to be Services;

“**Subcontractor**” means any Person We use to perform all or part of the Services instead of Us including any employee, agent or subcontractor;

“**Taxable Supply**” has the same meaning as in GST Law;

“**Us, We or Our**” means **John West Logistics Pty Ltd (ACN 095 949 830)** trading under its own name or any other business name; and

“**You or Your**” means any Person at whose request or on whose behalf We provide Services.

21. INTERPRETATION

21.1 References to:

- (a) a corporation have the same meaning as in the *Corporations Act 2001* (Cth); and
- (b) a statute include all regulations, ordinances, by-laws and orders made under that statute and include all statutes, regulations, ordinances, by-laws and orders amending, consolidating or replacing that statute.

21.2 Words importing:

- (a) any gender include all other genders; and

(b) the singular include the plural and vice versa.

21.3 Headings are inserted for guidance and do not affect the interpretation of these Conditions.

21.4 These Conditions are governed by and are to be construed in accordance with the laws of the State of Queensland. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Queensland and Courts entitled to hear appeals from those Courts.

21.5 These Conditions have effect, whether or not You have signed an acknowledgment of their application.

21.6 If You commence or continue to engage in any dealings with Us, these Conditions will be deemed to apply to Our dealings, whether or not You have signed an acknowledgment of their application.

21.7 If it is held by a Court that any part of these Conditions is void, illegal, voidable or unenforceable (or would be unless severed) then that part is severable from the Conditions and will not affect the continued operation of the rest of the Conditions.

21.8 If there is any inconsistency between these Conditions and the terms and conditions contained in any other document issued by or on behalf of Us in connection with the provision of the Services then these Conditions shall prevail.

21.9 Where You or the Owner comprise two or more Persons, an agreement or obligation to be performed or observed by You or the Owner binds those Persons jointly and severally.

21.10 The indemnities in these Conditions survive the termination or expiration of any agreement incorporating these Conditions.

21.11 These Conditions represent the entire agreement between the parties and supersede all prior representations, agreements, statements and understandings between the parties.

GB:20231118:79233