

SKETCH GROUP LIMITED (NZ) – Terms & Conditions of Trade 2020

Sketch Group Limited, Trading as SKETCH or SKETCH NZ



1. DEFINITIONS:

- 1.1 SKETCH GROUP LIMITED, Trading as SKETCH or SKETCH NZ, all reference the same entity
- 1.2 “Contractor” shall mean Sketch Group Limited its Successors, Assignees or any person acting on behalf of and with the authority of Sketch Group Limited.
- 1.3 “Customer” shall mean the Customer, Client or any person acting on behalf of and the authority of the Customer, as described on any Quotation, Authorisation or Written form provided by the Contractor to the Customer.
- 1.4 “Guarantor” shall mean that Person (*or Persons*) who agrees to be liable for the debts of the Customer on a Principal Debtor basis.
- 1.5 “Signage, Graphics, Products or Materials” shall mean all Printed or Cut Graphics, Signage, Products, Substrates, Vinyl or Item Supplied, Manufactured, Applied or Installed by the Contractor to the Customer, including any related Services). The Signage, Graphics and Service shall be as described on the Quotations, Invoices, E-mails or any Written Authorisation Communicated between the Contractor and Customer.
- 1.6 “Services” shall mean all Services Provided by the Contractor to the Customer and includes any Advice, Drawings or Recommendations and where the context, so permits include any Concepts, Designs, Signage or Materials as defined above.
- 1.7 “Price” or “Cost” shall mean the Price or Cost payable for any Service, Designs, Drawings, Signage or Graphics as agreed between the Contractor and the Customer in accordance with Clause 3 of this Contract.

2. ACCEPTANCE:

- 2.1 Any form of Written Instruction or Communication received by the Contractor from the Customer, or Person Authorised by the Customer, for the supply of Signage, Graphics or Services and/or the Customer's Acceptance of Signage or Graphics Received and/or Services Supplied/Provided by the Contractor, shall constitute Acceptance of the Terms and Conditions contained herein.
- 2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for any and all payments of the Cost.
- 2.3 Upon Acceptance of these Terms and Conditions by the Customer, these Terms and Conditions are binding and can only be amended with the Written Consent of the Contractor.
- 2.4 The Customer shall give the Contractor not less than Fourteen (14) Days prior written notice of any proposed Change of Ownership of the Customer and/or any change in the Customer's Name and/or any other change in the Customer's Details, including but not limited to changes in the Customer's Address, Location or Business Location/Numbers. The Customer shall be liable for any loss incurred by the Contractor as a result of the Customer's failure to comply with this clause.
- 2.5 Signage, Graphics or Materials are supplied by the Contractor only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these Terms and Conditions of Trade.
- 2.6 Any Changes or Variations for Work that may be Verbally Discussed or Request from the Customer to the Contractor, and Confirmed by the Contractor in writing, will be considered part of the Instruction for Work and/or Services and will be billed in addition to the original quotation, even if the Customer's request or instruction was not in writing.

3. PRICE, COST & PAYMENT:

- 3.1 At the Contractor's Sole Discretion, the Price shall be either:
- 3.1)1 *The Contractor's Quoted Price or Cost (subject to Clause 3.3), which shall be binding upon the Customer accepting the Contractor's Quotation in any form of Writing, including E-mail or Text; or*
 - 3.1)2 *As indicated on Invoices provided by the Contractor to the Customer in respect of Signage, Graphics, Materials or Services supplied.*
- 3.2 At the Contractor's sole discretion, Payment shall be:
- 3.2)1 *Due on Delivery of the Signage, Graphics or Materials to New or COD Clients; or*
 - 3.2)2 *Due within Fourteen (14) to Twenty-one (21) days of Installation or Supply as standard; or*
 - 3.2)3 *Due within the agreed timeframe, as specified on the Quotation, for selected Customers.*
- 3.3 The Contractor reserves the right to change the Quoted Cost in the event of any Variation or Change requested or instructed by the Customer, or due to changes on or in the Customers' Location or Property. This includes any variation from the agreed Scheduled Works or Specifications and including (but not limited to) any variation due to unforeseen circumstances, such as any surface variations to the work area (including but not limited to any Vehicles, Substrate, Walls, Doors, Windows or Areas where any product is being installed or graphics applied). Any delays caused by any other Contractors or Circumstance, which is NOT part of the Contractors Crew or Scope of Work or within their control and therefore caused by the actions of Other Contractors or People, that result in any increase to the Cost of Materials and/or Labour or Contractor, will be charged for on the same basis as the Contractor's Original Quotation and shown as a "Variation" on the Invoice. Payment for any and all variations will become part of the Cost and must be paid in full at their time of completion and invoice.
- 3.4 The Contractor may submit Progress Payment Claims or Invoice for a Deposit, which will be specified in the Quotation, with the balance payable within the time or date specified on the Quotation, after completion. Such payment claims may include the reasonable value of authorised variations and the value of any materials delivered to the site but not yet installed.
- 3.5 At the Contractor's sole discretion, a non-refundable deposit (*specified in the Quote*) may be required.
- 3.6 A Discount may be offered to Selected Customers and/or Specific Terms of Payments on the Contractor's sole discretion.
- 3.7 Payment will be made by either Cash, by Cheque, Direct Credit or any other method as agreed to between the Customer and the Contractor.
- 3.8 GST and other Taxes and Duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4. DELIVERY OF SIGNAGE, GRAPHICS OR MATERIALS:

- 4.1 Delivery of any Signage, Graphics or Materials may be handled by the Contractor's nominated Agent or Sub-Contractor, on the Contractor's Sole Discretion. These Materials remain the property of the Contractor, even though the Customer is authorised to receive these items and accepts a duty of care to ensure the items are not damaged or stolen from the delivery address.
- 4.2 At the Contractor's sole discretion or shown on the Quotation, the costs of delivery may be either:
- 4.2)1 *included in the Price; or*
 - 4.2)2 *in addition to the Price; or*
 - 4.2)3 *for the Customer's account.*

- 4.3 Delivery of the Items to any third party, nominated by the Customer, is deemed to be delivery to the Customer for the purposes of this agreement.
- 4.4 Any Delivery failure of any item shall not entitle either party to treat this contract as repudiated.
- 4.5 The Contractor shall not be liable for any loss or damage whatsoever due to failure of delivery due to circumstances beyond the control of the Contractor.

5. RISK:

- 5.1 Although the Contractor retains ownership of all Signage, Graphics and Materials until paid in full (*as per Clause 6*), all risk passes to the Customer on Delivery, Application or Installation.
- 5.2 If any of the Signage, Graphics or Materials are damaged or destroyed following either Delivery, Installation or Application, but prior to Ownership passing to the Customer (*as per Clause 6*), the Contractor is entitled to receive all Insurance Proceeds and/or Payments items. These Terms and Conditions serve as sufficient evidence of the Contractor's Rights to receive the insurance proceeds without the need for any person dealing with the Contractor to make further enquiries.
- 5.3 The Customer must be on site to supervise the Installation, Application or provide Clear Instructions for the installation or application. If the Customer fails to comply with this clause, the Contractor accepts no responsibility for installation decisions that need to be made by the Contractor in the Customer's absence.
- 5.4 The Customer acknowledges that it is their responsibility to provide a clear workspace for Installation or Application and unobstructed access, unless otherwise agreed in writing between the Contractor and the Customer. Under no circumstances will the Contractor handle removal of Asbestos or Dangerous products.
- 5.5 The Customer shall provide the Contractor with a suitable free power source.
- 5.6 Whilst the Contractor will take all due care during installation the Contractor will not accept any responsibility for accidental damaged during either Installation or Application.
- 5.7 The Contractor reserves the right to either fix or touch-up any item or product supplied and/or installed on the work site to rectify minor issues or damages.

6. TITLE & OWNERSHIP:

- 6.1 The Contractor and Customer agree that Ownership of any Signage, Graphics or Items shall not pass until:
 - 6.1)1 *the Customer has paid the Contractor all Amounts owing, in full, for all the Signage, Graphics, Services and/or Materials, and,*
 - 6.1)2 *the Customer has met All Other Obligations due/required by the Customer to the Contractor in respect of All Contracts and/or Agreements between the Contractor and the Customer.*
- 6.2 Receipt by the Contractor 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 and until then the Contractor's ownership or rights in respect of the Signage, Graphics or Materials shall continue.
- 6.3 It is further agreed that:
 - 6.3)1 *Where practicable the Signage, Graphics or Materials shall be kept separate and identifiable until the Contractor shall have received payment and all other obligations of the Customer are met; and*
 - 6.3)2 *Until such time as ownership of the Signage, Graphics or Materials pass from the Contractor to the Customer, the Contractor may notify the Customer in writing to return the Signage, Graphics or Materials to the Contractor. Upon such notice being given the rights of the Customer to obtain ownership or any other interest in the Signage, Graphics or Materials shall cease; and*

- 6.3)3 *The Customer is only a bailee of the Signage, Graphics or Materials and until such time as the Contractor has received payment in full for the Signage, Graphics or Materials then the Customer shall hold any proceeds from the sale or disposal of the Signage, Graphics or Materials, up to and including the amount the Customer owes to the Contractor for the Signage, Graphics or Materials, on trust for the Contractor;*
- 6.3)4 *Until such time that ownership in the Signage, Graphics or Materials passes to the Customer, if the Signage, Graphics or Materials are converted into other products, the parties agree that the Contractor will be the owner of the end products; and*
- 6.3)5 *If the Customer fails to return the Signage, Graphics or Materials to the Contractor then the Contractor or the Contractor's agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Signage, Graphics or Materials are situated and take possession of the Signage, Graphics or Materials, and the Contractor will not be liable for any reasonable loss or damage suffered as a result of any action by the Contractor under this clause.*

7. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

- 7.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
 - 7.1)1 *These terms and conditions constitute a security agreement for the purposes of the PPSA; and*
 - 7.1)2 *A security interest is taken in all Signage, Graphics or Materials previously supplied by the Contractor to the Customer (if any) and all Signage, Graphics or Materials that will be supplied in the future by the Contractor to the Customer.*
- 7.2 The Customer undertakes to:
 - 7.2)1 *Sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Contractor may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; and*
 - 7.2)2 *Indemnify, and upon demand reimburse, the Contractor for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any components, signage or accessories charged thereby; and*
 - 7.2)3 *Not register a financing change statement or a change demand without the prior written consent of the Contractor; and*
 - 7.2)4 *Immediately advise the Contractor of any material change in its business practices of selling the Signage, Graphics or Materials which would result in a change proceeds derived from such sales.*
- 7.3 The Contractor and the Customer agree that nothing in sections 114(1) (a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 7.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 7.5 Unless otherwise agreed to in writing by the Contractor, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 7.6 The Customer shall unconditionally ratify any actions taken by the Contractor under clauses 8.1 to 8.5

8. CUSTOMER'S DISCLAIMER:

The Customer hereby disclaims any right to rescind or cancel any contract with the Contractor or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by the Contractor and the Customer acknowledges that the Signage, Graphics or Materials are bought relying solely upon the Customer's skill and judgment.

9. DEFECTS:

The Customer shall inspect the Signage, Graphics or Materials on delivery and shall within seven (7) days of delivery (*time being of the essence*) notify the Contractor of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Contractor an opportunity to inspect the Signage, Graphics or Materials within a reasonable time following delivery if the Customer believes the Signage, Graphics or Materials are defective in any way. If the Customer shall fail to comply with these provisions the Signage, Graphics or Materials shall be presumed to be free from any defect or damage. For defective Signage, Graphics or Materials, which the Contractor has agreed in writing that the Customer is entitled to reject, the Contractor's liability is limited to either (*at the Contractor's discretion*) replacing the Signage, Graphics or Materials or repairing the Signage, Graphics or Materials.

10. RETURNS:

10.1 Returns will only be accepted provided that:

10.1)1 *the Customer has complied with the provisions of clause 9; and*

10.1)2 *the Contractor has agreed in writing to accept the return of the Signage, Graphics or Materials; and*

10.1)3 *the Signage, Graphics or Materials are returned at the Customer's cost within seven (7) days of the delivery date; and*

10.1)4 *the Contractor will not be liable for Signage, Graphics or Materials which have not been stored or used in a proper manner; and*

10.1)5 *the Signage, Graphics or Materials are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.*

10.2 The Contractor may (*in its discretion*) accept the return of Signage, Graphics or Materials for credit but this may incur a handling fee of Ten Percent (10%) of the value of the returned Signage, Graphics or Materials plus any freight.

10.3 Non-stocklist items or Signage, Graphics or Materials made to the Customer's specifications are under no circumstances acceptable for credit or return.

11. WARRANTIES:

11.1 Subject to the conditions of warranty set out in Clause 11.2 the Contractor Warrants that if any defect in any workmanship of the Contractor becomes apparent and is reported to the Contractor within Twelve (12) Months of the date of delivery (*time being of the essence*) then the Contractor will either, at the Contractor's sole discretion, replace or remedy the workmanship.

11.2 The Conditions applicable to the warranty given by Clause 11.1 are:

11.2)1 *the Warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:*

11.2)1.1 *failure on the part of the Customer to properly maintain any Signage, Graphics or Materials; or*

11.2)1.2 *failure on the part of the Customer to follow any instructions or guidelines provided by the Contractor; or*

11.2)1.3 *any use of any Signage, Graphics or Materials otherwise than for any application specified on a quote or order form; or*

11.2)1.4 *the continued use of any Signage, Graphics or Materials after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or*

11.2)1.5 *fair wear and tear, Accidents or Acts of God.*

11.2)2 *the warranty shall cease, and the Contractor shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Contractor's consent.*

11.3 In respect of all claims, the Contractor shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.

11.4 For Signage, Graphics or Materials not manufactured by the Contractor, the warranty shall be the current warranty provided by the manufacturer of the Signage, Graphics or Materials. The Contractor 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 Signage, Graphics or Materials.

12. CONSUMER GUARANTEES ACT 1993:

If the Customer is acquiring Signage, Graphics or Materials for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Signage, Graphics or Materials by the Contractor to the Customer.

13. INTELLECTUAL PROPERTY:

13.1 Where the Contractor has Designed, Created or Drawn any Concept for the Customer, the Copyright of those Concepts, Designs, Drawings, Documents or Information shall remain vested in the Contractor, and shall only be used by the Customer at the Contractor's discretion.

13.2 The Customer warrants that any Instruction to the Contractor will not cause the Contractor to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the Contractor against any action taken by a third party against the Contractor in respect of any such infringement.

13.3 The Customer agrees that the Contractor may use any Concepts, Designs, Drawings or Illustrations of the Signage, Graphics or Materials created by the Contractor for the purposes of Advertising, Marketing, Media or Competition Entry, at the sole discretion of the Contractor.

14. DEFAULT & CONSEQUENCES OF DEFAULT:

14.1 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 the Contractor's sole discretion such interest shall compound monthly at such a rate, after as well as before any judgment.

14.2 In the event that the Customer's payment is dishonoured for any reason, the Customer shall be liable for any dishonour fees incurred by the Contractor.

14.3 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in pursuing the debt including debt recovery, legal and any other costs incurred by the Contractor including collection agency costs.

14.4 Without prejudice to any other remedies the Contractor may have, if at any time the Customer is in breach of any obligation, including those relating to payment, the Contractor may suspend or terminate the supply of Signage, Graphics or Materials to the Customer and any of its other obligations under the terms and conditions. The Contractor will not be liable to the Customer for any loss or damage the Customer suffers because the Contractor has exercised its rights under this clause.

14.5 If any account remains overdue after Seven (7) days then an amount of the greater value of Twenty Dollars (\$20) or Ten Percent (10%) of the amount overdue, up to a maximum of Two Hundred & Fifty Dollars (\$250) will be levied for Administration Costs which sum shall become immediately due and payable.

14.6 Without prejudice to any other remedies the Contractor may have, if at any time the Customer is in breach of any Obligation (including those relating to payment), then any Discount, Reduction or Special Price previously offered by the Contractor to the Customer may be withdrawn or cancelled, and the Price shall be recalculated at the Contractor's Standard Cost as at the date of the original sale.

14.7 Without prejudice to the Contractor's other remedies at law, the Contractor shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable in the event that:

14.7)1 *any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Customer will be unable to meet its payments as they fall due; or*

14.7)2 *the Customer 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*

14.7)3 *a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.*

15. SECURITY & CHARGE:

Despite anything to the contrary contained herein or any other rights which the Contractor may have howsoever:

15.1 Where the Customer and/or the Guarantor (*if any*) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Contractor or the Contractor's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Contractor (or the Contractor's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.

15.2 Should the Contractor elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis.

15.3 The Customer and/or the Guarantor (*if any*) agree to irrevocably nominate constitute and appoint the Contractor or the Contractor's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of the Clause 15.1.

16. CANCELLATION:

16.1 The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Signage, Graphics or Materials at any time before the Signage, Graphics or Materials are delivered by giving written notice to the Customer. On giving such notice the Contractor shall repay to the Customer any sums paid in respect of the Price. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.

16.2 In the event that the Customer cancels delivery or installation of the Signage, Graphics or Materials the Customer shall be liable for any loss incurred by the Contractor (*including, but not limited to, any loss of profits*) up to the time of cancellation.

16.3 Cancellation of orders for Signage, Graphics or Materials made to the Customer's specifications or non-stocklist items will definitely not be accepted, once production or a supply order has commenced.

17. PRIVACY ACT 1993

17.1 The Customer and the Guarantor/s (*if separate to the Customer*) authorises the Contractor to:

17.1)1 *Collect, retain and use any information about the Customer and/or Guarantors, for the purpose of assessing the Customer's and/or Guarantors creditworthiness or marketing products and services to the Customer and/or Guarantors; and*

17.1)2 *Disclose information about the Customer and/or Guarantors, whether collected by the Contractor from the Customer and/or Guarantors directly or obtained by the Contractor from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer and/or Guarantors.*

- 17.2 Where the Customer and/or Guarantors are an individual the authorities under clause 18.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 17.3 The Customer and/or Guarantors have the right to request from the Contractor a copy of the information about the Customer and/or Guarantors retained by the Contractor and the right to request the Contractor to correct any incorrect information about the Customer and/or Guarantors held by the Contractor.

18. CONSTRUCTION CONTRACT ACT 2002:

The Customer hereby expressly acknowledges that;

- 18.1 the Contractor has the right to suspend work within Five (5) Working Days of written notice of its intent to do so if a payment claim is served on the Customer; and
- 18.1)1 *the payment is not paid in full by the due date for payment and no payment schedule has been given by the Customer; or*
 - 18.1)2 *a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or*
 - 18.1)3 *the Customer has not complied with an adjudicator's notice that the Customer must pay an amount to the Contractor by a stipulated date; and*
 - 18.1)4 *the Contractor has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction contract.*
- 18.2 if the Contractor suspends work, they are:
- 18.2)1 *not in breach of contract; and*
 - 18.2)2 *not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer; and*
 - 18.2)3 *entitled to an extension of time to complete the contract; and*
 - 18.2)4 *keep its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.*
- 18.3 if the Contractor exercises the right to suspend work, the exercise of that right does not:
- 18.3)1 *affect any rights that would otherwise have been available to the Contractor under the Contractual Remedies Act 1979; or*
 - 18.3)2 *enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of the Contractor suspending work under this provision.*

19. GENERAL TERMS & CONDITIONS:

- 19.1 If any provision of these Terms and Conditions be Invalid, Void, Illegal or Unenforceable, then the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 19.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 19.3 The Contractor shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (*including loss of profit*) suffered by the Customer arising out of a breach by the Contractor of these terms and conditions.
- 19.4 In the event of any breach of this contract by the Contractor the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Signage, Graphics or Materials
- 19.5 The Customer shall not be entitled to set off against, or deduct from the cost, any sums owed or claimed to be owed to the Customer by the Contractor nor to withhold payment of any invoice because part of that invoice is in dispute.
- 19.6 The Contractor may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 19.7 The Contractor reserves the right to review these terms and conditions at any time and if, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Contractor notifies the Customer of such change.
- 19.8 Neither party shall be liable for any default due to any Acts of God, War/Terrorism, Strike or Industrial action, Fire, Flood, Drought, Storm or other event beyond the reasonable control of either party.
- 19.9 The failure by the Contractor to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Contractor's right to subsequently enforce that provision.