

1. Definitions

- 1.1 “RGE” means Robert Gibson Ltd T/A Robert Gibson Electrical, its successors and assigns or any person acting on behalf of and with the authority of Robert Gibson Ltd T/A Robert Gibson Electrical.
- 1.2 “Customer” means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.
- 1.3 “Goods” means all Goods or Services supplied by RGE to the Customer at the Customer’s request from time to time (where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other).
- 1.4 “Price” means the Price payable for the Goods as agreed between RGE and the Customer in accordance with clause 5 below.

2. Acceptance

- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for Goods, or accepts Delivery.
- 2.2 These terms and conditions may only be amended with RGE’s consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and RGE.

3. Authorised Representatives

- 3.1 Unless otherwise limited as per clause 3.2, the Customer agrees that should the Customer introduce any third party to RGE as the Customer’s duly authorised representative, that once introduced that person shall have the full authority of the Customer to order any Goods, and/or to request any variation thereto, on the Customer’s behalf (such authority to continue until all requested Goods have been delivered, or the Customer otherwise notifies RGE in writing that said person is no longer the Customer’s duly authorised representative).
- 3.2 In the event that the Customer’s duly authorised representative, as per clause 3.1, is to have only limited authority to act on the Customer’s behalf then the Customer must specifically and clearly advise RGE in writing of the parameters of the limited authority granted to their representative.
- 3.3 The Customer specifically acknowledges and accepts that they will be solely liable to RGE for all additional costs incurred by RGE (including RGE’s profit margin) in providing any Goods, or variation/s thereto, requested by the Customer’s duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).

4. Change in Control

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

5. Price and Payment

- 5.1 At RGE’s sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by RGE to the Customer; or
 - (b) the Price as at the date of Delivery, according to RGE’s current price list; or
 - (c) RGE’s quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 5.2 RGE reserves the right to change the Price:
 - (a) if a variation to the Goods which are to be supplied is requested; or
 - (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
 - (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, hard rock barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and wiring, etc.) which are only discovered on commencement of the Services; or
 - (d) in the event of increases to RGE in the cost of labour or materials, which are beyond RGE’s control.
- 5.3 At RGE’s sole discretion, a non-refundable deposit may be required.
- 5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by RGE, which may be:
 - (a) before Delivery; or
 - (b) on Delivery; or
 - (c) by way of progress payments in accordance with RGE’s specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Goods delivered to the Site but not yet installed;
 - (d) due twenty (20) days following the end of the month in which a statement is posted to the Customer’s address or address for notices;
 - (e) the date specified on any invoice or other form as being the date for payment; or
 - (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by RGE.
- 5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Customer and RGE.
- 5.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to RGE an amount equal to any GST RGE must pay for any supply by RGE under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer 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.

6. Delivery and Risk

- 6.1 Delivery of the Goods (“**Delivery**”) is taken to occur at the time that:
 - (a) the Customer (or the Customer’s nominated carrier) takes possession of the Goods at RGE’s address; or
 - (b) RGE (or RGE’s nominated carrier) delivers the Goods to the Customer’s nominated address (“**Site**”), even if the Customer is not present at the address.
- 6.2 At RGE’s sole discretion, any costs of Delivery are either included in, or in addition to, the Price.

Robert Gibson Electrical – Terms & Conditions of Trade

- 6.3 The Customer must take Delivery, either by receipt or collection of the Goods, whenever they are tendered for Delivery. In the event that the Customer is unable to take Delivery as arranged then RGE shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 6.4 Subject to clause 6.5 it is RGE's responsibility to ensure that the Services start as soon as it is reasonably possible.
- 6.5 The Services commencement date will be put back and the completion date extended by whatever time is reasonable in the event that RGE claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond RGE's control, including but not limited to any failure by the Customer to:
- (a) make a selection; or
 - (b) have the Site ready for the Services; or
 - (c) notify RGE that the Site is ready.
- 6.6 Any time or date given by RGE to the Customer is an estimate only. The Customer must still accept Delivery even if late and RGE will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late.
- 6.7 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
- 6.8 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, RGE is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by RGE is sufficient evidence of RGE's rights to receive the insurance proceeds without the need for any person dealing with RGE to make further enquiries.
- 6.9 If the Customer requests RGE to leave Goods outside RGE's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.
- 6.10 In the event that the electrical wiring is required to be re-positioned at the request of any third party contracted by the Customer then the Customer agrees to notify RGE immediately upon any proposed changes. The Customer agrees to indemnify RGE against any additional costs incurred with such a relocation of electrical wiring. All such variances shall be invoiced in accordance with clause 5.2.
- 6.11 The Customer warrants that any structures to which the Goods are to be affixed are able to withstand the installation thereof and that any electrical connections (including, but not limited to, meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to handle the Goods once installed. If for any reason (including the discovery of asbestos, defective or unsafe wiring or dangerous access to roofing) that RGE, its employees or contractors reasonably form the opinion that the Site is not safe for the installation of the Goods to proceed then RGE shall be entitled to delay installation (in accordance with the provisions of clause 6.5 above) until RGE is satisfied that it is safe to proceed. RGE may at its sole discretion agree to bring the Site up to a standard suitable for installation to proceed but all such services undertaken and any additional materials supplied shall be treated as a variation and be charged for in addition to the Price.
- 7. Accuracy of Customer's Plans & Measurements for Orders**
- 7.1 RGE shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, RGE accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
- 7.2 In the event the Customer gives information relating to measurements and quantities of Goods required in completing the Services, it is the Customer's responsibility to verify the accuracy of the measurements and quantities, before the Customer or RGE places an order based on these measurements and quantities. RGE accepts no responsibility for any loss, damages, or costs however resulting from the Customer's failure to comply with this clause.
- 8. Access**
- 8.1 The Customer shall ensure that RGE has clear and free access to the Site at all times to enable them to deliver the Goods. RGE shall not be liable for any loss or damage to the Site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas), unless due to the negligence of RGE.
- 9. Underground Locations**
- 9.1 Prior to RGE commencing the Services the Customer must advise RGE of the precise location of all underground services on the Site and clearly mark the same. The underground mains and services the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the Site.
- 9.2 Whilst RGE will take all care to avoid damage to any underground services the Customer agrees to indemnify RGE in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 9.1.
- 10. Title**
- 10.1 RGE and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid RGE all amounts owing to RGE; and
 - (b) the Customer has met all of its other obligations to RGE.
- 10.2 Receipt by RGE 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 RGE's rights and ownership in relation to the Goods, and this agreement, shall continue.
- 10.3 It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 10.1:
- (a) the Customer is only a bailee of the Goods and must return the Goods to RGE on request.
 - (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for RGE and must pay to RGE the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - (c) the Customer 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 Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for RGE and must pay or deliver the proceeds to RGE on demand.
 - (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of RGE and must sell, dispose of or return the resulting product to RGE as it so directs.
 - (e) the Customer irrevocably authorises RGE to enter any premises where RGE believes the Goods are kept and recover possession of the Goods.
 - (f) RGE may recover possession of any Goods in transit whether or not Delivery has occurred.
 - (g) the Customer 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 RGE.
 - (h) RGE may commence proceedings to recover the Price notwithstanding that ownership of the Goods has not passed to the Customer.

11. Personal Property Securities Act 1999 (“PPSA”)

- 11.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - (b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Customer to RGE for Services – previously supplied (if any), and that will be supplied in the future, by RGE to the Customer.
- 11.2 The Customer undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which RGE may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, RGE for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any registration made thereby;
 - (c) not register a financing change statement or a change demand without the prior written consent of RGE; and
 - (d) immediately advise RGE of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 11.3 RGE and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 11.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 11.5 Unless otherwise agreed to in writing by RGE, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 11.6 The Customer shall unconditionally ratify any actions taken by RGE under clauses 11.1 to 11.5.

12. Security and Charge

- 12.1 In consideration of RGE agreeing to supply the Goods, the Customer 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 Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 12.2 The Customer indemnifies RGE from and against all RGE’s costs and disbursements including legal costs on a solicitor and own Customer basis incurred in exercising RGE’s rights under this clause.
- 12.3 The Customer irrevocably appoints RGE and each director of RGE as the Customer’s true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Customer’s behalf.

13. Customer’s Disclaimer

- 13.1 The Customer hereby disclaims any right to rescind, or cancel any contract with RGE or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by RGE and the Customer acknowledges that the Goods are bought relying solely upon the Customer’s skill and judgment.

14. Defects and Warranty

- 14.1 The Customer shall inspect the Goods on Delivery and shall within thirty (30) days of such time being of the essence) notify RGE of any alleged defect, shortage in quantity, error or omission, damage or failure to comply with the description or quote. The Customer shall afford RGE an opportunity to inspect the Goods within a reasonable time following such notification if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which RGE has agreed in writing that the Customer is entitled to reject, RGE’s liability is limited to either (at RGE’s discretion) replacing the Goods or repairing the Goods.
- 14.2 Goods will not be accepted for return other than in accordance with 14.1 above.
- 14.3 Subject to the conditions of warranty set out in clause 14.4, RGE warrants that if any defect in any workmanship of RGE becomes apparent and is reported to RGE within twelve (12) months of the date of Delivery (time being of the essence) then RGE will either (at RGE’s sole discretion) replace or remedy the workmanship.
- 14.4 The conditions applicable to the warranty given by clause 14.3 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Customer to properly maintain any Goods; or
 - (ii) failure on the part of the Customer to follow any instructions or guidelines provided by RGE; or
 - (iii) any use of any Goods otherwise than for any application specified on a quote or order form; or
 - (iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (v) fair wear and tear, any accident or act of God.
 - (b) the warranty shall cease and RGE shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without RGE’s consent.
 - (c) in respect of all claims RGE 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.
- 14.5 For Goods not manufactured by RGE, the warranty shall be the current warranty provided by the manufacturer of the Goods. RGE 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.
- 14.6 In the case of second-hand Goods, the Customer acknowledges that they have had full opportunity to inspect the same and that they accept the same with all faults and that no warranty is given by RGE as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. RGE shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

15. Consumer Guarantees Act 1993

- 15.1 If the Customer is acquiring Goods 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 Goods by RGE to the Customer.

16. Intellectual Property

- 16.1 Where RGE has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of RGE.
- 16.2 The Customer warrants that all designs, specifications or instructions given to RGE will not cause RGE to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify RGE against any action taken by a third party against RGE in respect of any such infringement.
- 16.3 The Customer agrees that RGE may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which RGE has created for the Customer.

17. Default and Consequences of Default

- 17.1 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 RGE's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 17.2 If the Customer owes RGE any money the Customer shall indemnify RGE from and against all costs and disbursements incurred by RGE in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Customer basis, RGE's collection agency costs, and bank dishonour fees).
- 17.3 Without prejudice to any other remedies RGE may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions RGE may suspend or terminate the supply of Goods to the Customer. RGE will not be liable to the Customer for any loss or damage the Customer suffers because RGE has exercised its rights under this clause.
- 17.4 Without prejudice to RGE's other remedies at law RGE shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to RGE shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to RGE becomes overdue, or in RGE's opinion the Customer will be unable to make a payment when it falls due;
 - (b) 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
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

18. Compliance with Laws

- 18.1 The Customer and RGE shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services, including any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
- 18.2 The Customer shall obtain (at the expense of the Customer) all licenses, approvals, applications and permits that may be required for the Services, and that are not included in the project documents provided by RGE
- 18.3 All work will be tested to ensure that it is electrically safe and is in accordance with the wiring rules and other standards applying to the electrical installation under the Electrical Safety Regulations. All of the cabling work will comply with all relevant Australian and New Zealand Wiring standards.
- 18.4 If during the course of installation when the Services are being conducted within and around switchboards that if the same is found defective or deemed to be unsafe by RGE, then RGE shall notify the Customer immediately. The power if isolated will not be re-energised until such time as the existing condition has been rectified and made safe in accordance to the Electrical Safety Regulations. The Customer accepts and agrees that any costs associated with the rectification Services including any Goods and labour shall be to the Customer's account.
- 18.5 Any live Services or Services undertaken near live conductors where it is safe to do so shall be dealt with in accordance with Australian and New Zealand Wiring standards being "Safe working on Low Voltage Electrical Installations, relevant Commonwealth and Statutory Acts and Work Place Regulations". RGE's live Services procedures are designed to eliminate risk of injury to RGE's employees, damage to the Customer's installations and unexpected power disconnections. It may in some cases require disconnection and isolation of the installation to undertake such Services for which additional charges may be applicable. This shall be invoiced in accordance with clause 5.2.

19. Cancellation

- 19.1 RGE may cancel any contract to which these terms and conditions apply or cancel Delivery at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice RGE shall repay to the Customer any money paid by the Customer for the Goods. RGE shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 19.2 In the event that the Customer cancels Delivery the Customer shall be liable for any and all loss incurred (whether direct or indirect) by RGE as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 19.3 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

20. Privacy Act 1993

- 20.1 The Customer authorises RGE or RGE's agent to:
- (a) access, collect, retain and use any information about the Customer;
 - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Customer.
 - (b) disclose information about the Customer, whether collected by RGE from the Customer directly or obtained by RGE 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.
- 20.2 Where the Customer is an individual the authorities under clause 20.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 20.3 The Customer shall have the right to request RGE for a copy of the information about the Customer retained by RGE and the right to request RGE to correct any incorrect information about the Customer held by RGE.

21. Construction Contracts Act 2002

- 21.1 The Customer hereby expressly acknowledges that:

- (a) RGE 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:
 - (i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Customer; or
 - (ii) 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
 - (iii) the Customer has not complied with an adjudicator's notice that the Customer must pay an amount to RGE by a particular date; and
 - (iv) RGE has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction contract.
- (b) if RGE suspends work, it:
 - (i) is not in breach of contract; and
 - (ii) is 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
 - (iii) is entitled to an extension of time to complete the contract; and
 - (iv) keeps 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.
- (c) if RGE exercises the right to suspend work, the exercise of that right does not:
 - (i) affect any rights that would otherwise have been available to RGE under the Contractual Remedies Act 1979; or
 - (ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of RGE suspending work under this provision.

22. Unpaid Seller's Rights

- 22.1 Where the Customer has left any item with RGE for repair, modification, exchange or for RGE to perform any other service in relation to the item and RGE has not received or been tendered the whole of any moneys owing to it by the Customer, RGE shall have, until all moneys owing to RGE are paid:
- (a) a lien on the item; and
 - (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
- 22.2 The lien of RGE shall continue despite the commencement of proceedings, or judgment for any moneys owing to RGE having been obtained against the Customer.

23. General

- 23.1 The failure by RGE to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect RGE'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.
- 23.2 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.
- 23.3 RGE 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 RGE of these terms and conditions (alternatively RGE's liability shall be limited to damages which under no circumstances shall exceed the Price).
- 23.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by RGE nor to withhold payment of any invoice because part of that invoice is in dispute.
- 23.5 RGE may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 23.6 The Customer agrees that RGE may amend these terms and conditions at any time. If RGE makes a change to these terms and conditions, then that change will take effect from the date on which RGE notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for RGE to provide Goods to the Customer.
- 23.7 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.
- 23.8 The Customer 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.