

TERMS AND CONDITIONS OF TRADE

Agreement

1. The Customer (including the Customer's Guarantors, if any) acknowledges and agrees that:
 - (a) any agreement formed between Rockcote Enterprises Pty Ltd ABN 42 066 227 174 (**Rockcote**) and the Customer for the supply of goods or services by Rockcote, whether on credit terms or otherwise, (an **Agreement**) will incorporate these Terms and Conditions;
 - (b) these Terms and Conditions will prevail over all conditions expressed or implied in any order or other request placed by the Customer (or in any standard terms and conditions of the Customer) to the extent of any inconsistency;
 - (c) the Customer is taken to have exclusively accepted and be immediately bound by these Terms and Conditions if the Customer places an order for, or accepts delivery or provision of, goods or services by Rockcote;
 - (d) quotations issued by Rockcote will not be construed as an offer or obligation to supply in accordance with the quotation. Rockcote reserves the right to accept or reject, at its discretion, any offer to purchase goods or services received by it.
2. Rockcote may at any time vary these Terms and Conditions in its absolute and unfettered discretion. If Rockcote makes a change to these Terms and Conditions, that change will take effect from the date on which Rockcote provides reasonable notification of such change. The Customer confirms that notification on Rockcote's website of the updated Terms and Conditions, or reference to the updated Terms and Conditions in any material provided to the Customer, will be reasonable steps taken by Rockcote to inform the Customer. The Customer will be taken to have acknowledged and accepted such change if the Customer makes a subsequent request for Rockcote to provide goods or services. Rockcote declares and the Customer acknowledges that the most up-to-date version of the Terms and Conditions which form part of an Agreement can be found on Rockcote's website, currently located at www.rockcote.com.au.

Payment terms

3. The terms of payment for any goods or services are strictly thirty (30) days from the date of invoice or such other period as Rockcote may agree in writing.
4. Should the Customer not pay for any goods or services supplied by Rockcote by the due date for payment, then without prejudice to any of its other rights and remedies Rockcote will be entitled to recover from the Customer:
 - (a) an administration fee equivalent to 10% of the amount payable;
 - (b) any collection costs incurred in accordance with clause 57; and
 - (c) interest calculated in accordance with clause 68 for the period from the date that payment was due until the date payment is made in full.

Credit Terms

5. The Customer (and any Guarantors) acknowledges and agrees that any credit to be provided to the Customer by Rockcote:
 - (a) is provided strictly in accordance with these Terms and Conditions and as may be contained in any Credit Application by the Customer accepted by Rockcote;
 - (b) is obtained wholly or predominantly for commercial purposes; and that
 - (c) each instance upon which credit is provided will be considered a new advance of money or credit within the meaning of the *Treasury Laws Amendment (2017 Enterprise Incentives No. 2) Act 2017* which introduces sections 415D(9), 434J(8) and 451E(8) into the *Corporations Act 2001*.
6. Rockcote reserves the right to withdraw credit at any time, whether the Customer is in default under the terms of an Agreement or not.
7. Upon withdrawal of credit by Rockcote, with or without notice, all debts and liabilities to Rockcote incurred by the Customer become immediately due and payable.

8. The Customer (and any Guarantors):
- (a) must comply with any request by Rockcote to provide further information for the purpose of assessing the Customer's credit-worthiness from time to time, including providing an updated Credit Application;
 - (b) authorises Rockcote to collect, retain, use, record, and disclose credit information about the Customer (and any Guarantors) for the purpose of assessing and reporting matters related to the Customer's credit-worthiness.

Corporations

9. If the Customer is a corporation:
- (a) the Customer warrants that all of its directors will execute a guarantee and indemnity on the terms set out below (or as may be set out in any Credit Application made by the Customer) in relation to the Customer's obligations to Rockcote;
 - (b) (with the exception of a public listed company), it must advise Rockcote of any alteration to its corporate structure (for example, by changing directors, shareholders or its constitution). In the case of a change of directors or shareholders Rockcote may require any new directors or shareholders to provide a guarantee and indemnity.

Trustee capacity

10. If the Customer is the trustee of a trust (whether disclosed to Rockcote or not), the Customer warrants to Rockcote that:
- (a) the Customer has the power to enter into an agreement with Rockcote in both its capacity as trustee and in its personal capacity;
 - (b) the Customer has the right to be indemnified out of trust assets; and
 - (c) the Customer will not retire as trustee of the trust nor appoint any new or additional trustee without notifying Rockcote in writing.
11. The Customer must give Rockcote a copy of the trust deed upon request.

Partnership

12. If the Customer is a partnership it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without notifying Rockcote in writing.

Insolvency

13. If the Customer becomes insolvent, the Customer remains liable for payment of all liabilities incurred in an Agreement, even if Rockcote receives a dividend or payment as a result of the Customer being insolvent.

Security/charges

14. The Customer charges in favour of Rockcote all of its estate and interest in any of its currently held and after-acquired real property with the amount of its indebtedness to Rockcote from time to time, until fully discharged.
15. The Customer charges in favour of Rockcote all of its estate and interest in any of its currently held and after-acquired personal property with the amount of its indebtedness to Rockcote from time to time, until fully discharged.
16. The Customer appoints as its duly constituted attorney Rockcote's company secretary from time to time to execute in the Customer's name and as the Customer's act and deed any real property mortgage or consent to any caveat Rockcote may choose to lodge against real property that the Customer may hold in any State or Territory of Australia, even though the Customer may not have defaulted in carrying out its obligations hereunder.
17. Where the Customer has previously entered into an agreement with Rockcote by which the Customer has granted a charge, mortgage or other security interest (including a security interest as defined in the *Personal Property Securities Act 2009 (PPSA)*) over or in respect of real or personal property, those charges, mortgages or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereto will continue and co-exist with the obligations and security interests created in a later Agreement and will secure all indebtedness and

obligations of the Customer under the later Agreement. Rockcote may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect these Terms and Conditions.

Retention of title

18. Title in the goods does not pass to the Customer until the Customer has made payment in full for the goods and, further, until the Customer has made payment in full of all other money owing by the Customer to Rockcote (whether in respect of money payable under a specific contract or on any other account whatsoever).
19. While the Customer has not paid in full for the goods supplied at any time, property and title in the goods will not pass to the Customer and Rockcote will retain the legal and equitable title to those goods supplied and not yet paid for in full.
20. Until payment in full has been made to Rockcote, the Customer will hold the goods in a fiduciary capacity for Rockcote. The Customer must store the goods in such a manner that they can be readily identified as the property of Rockcote, and must not mix the goods with other goods.
21. The Customer will be entitled to sell the goods in the ordinary course of its business, but until full payment for the goods has been made to Rockcote, the Customer will sell as agent and bailee for Rockcote and will hold the proceeds of sale of the goods on trust for Rockcote absolutely.
22. The Customer's indebtedness to Rockcote, whether in full or in part, will not be discharged by the operation of clause 21 unless and until the funds held on trust are remitted to Rockcote.
23. While the goods are in the Customer's possession, custody or control and payment for the goods remains overdue Rockcote has the right, with or without prior notice to the Customer, to enter upon any premises occupied by the Customer (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Customer) to inspect and repossess the goods.
24. The Customer will be responsible for Rockcote's costs and expenses in exercising its rights under clause 23. Where Rockcote exercises any power to enter the Customer's premises, that entry will not give rise to any action of trespass or similar action against Rockcote, its employees, servants or agents. The Customer shall indemnify Rockcote from any claims made by any third party as a result of such exercise.
25. Where possession of the goods has been retaken by Rockcote, Rockcote has the absolute right to sell or otherwise deal with the goods and the Customer hereby grants an irrevocable licence to Rockcote to do all things necessary to sell or otherwise deal with the goods bearing the business name or trademark of the Customer.

PPSA

26. The Customer acknowledges and agrees that:
 - (a) unless the Customer provides express prior notification to Rockcote to the contrary, all goods supplied by Rockcote to the Customer are acquired in the course or furtherance of an enterprise by the Customer, and are commercial property as defined in section 10 of the PPSA.
 - (b) any Agreement between the Customer and Rockcote for the supply of goods constitutes a security agreement in writing and a 'purchase money security interest' (**PMSI**) for the purposes of the PPSA which will subsist in all goods that have been supplied, and that will be supplied, by Rockcote to the Customer until those goods have been paid for in full.
27. The Customer undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Rockcote may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the PPSR for the purposes of the PPSA;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement or document referred to in clause 27(a)(i) or 27(a)(ii);

- (b) indemnify, and upon demand reimburse, Rockcote for all expenses incurred in registering a financing statement or financing change statement on the PPSR or releasing any goods charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of Rockcote;
 - (d) not grant a security interest nor register, nor permit to be registered, a financing statement or a financing change statement in relation to any goods in favour of a third party without the prior written consent of Rockcote;
 - (e) immediately advise Rockcote in writing of any material change in its business practices of on-supply of goods which would result in a change in the nature of proceeds derived from such supply.
28. Rockcote and the Customer agree that sections 96 and 125 of the PPSA do not apply to the security agreement created by an Agreement for the supply of goods to the Customer.
 29. The Customer waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
 30. The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
 31. Unless otherwise agreed in writing by Rockcote, the Customer waives its right to receive a verification statement or other notice in accordance with section 157 of the PPSA.
 32. The Customer must unconditionally ratify any actions taken by Rockcote under clauses 27 to 31.
 33. The Customer acknowledges and agrees that if:
 - (a) title to collateral has not passed to the Customer; and
 - (b) where Rockcote has seized such collateral as contemplated by Division 2 of Part 4.3 of the PPSA (or has seized such collateral in another manner);
 then:
 - (c) to the extent permissible under the PPSA, nothing in section 125 or in section 134(1) or in other sections of the PPSA is to be taken to prevent Rockcote from retaining such collateral, without any obligation to take any further step in relation to disposal of the collateral or any obligation to give notice to the Customer in connection with such collateral. It is intended that if this clause is deemed to be unenforceable or illegal, then it be severed from these Terms and Conditions without affecting the validity of other provisions of these Terms and Conditions.
 34. Subject to any express and permitted provisions to the contrary, nothing in these Terms and Conditions is intended to have the effect of contracting out of any other provisions of the PPSA.

Quantities etc

35. All drawings, particulars of quantities, weights and dimensions submitted to, or provided by Rockcote are approximate only and any deviation by Rockcote from any of them does not vitiate any contract with Rockcote or form grounds for any claim against Rockcote.
36. The descriptions, illustrations and performance contained in catalogues, price lists and other advertising matter do not form part of the contract of sale of the goods or of the description applied to the goods. The Customer acknowledges that it has not relied upon any descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter as an inducement to enter into an Agreement with Rockcote.
37. Where drawings, particulars of quantities and/or dimensions are supplied to Rockcote, Rockcote's price is based on estimates of quantities required. If there are any adjustments in quantities above or below the quantities estimated by Rockcote, then any such increase or decrease is to be adjusted on a unit rate basis according to unit prices set out in the quotation provided by Rockcote in relation to the order.

Delivery

38. Any delivery times made known to the Customer are estimates only.
39. Rockcote is not to be liable for any loss, damage or delay occasioned to the Customer, its customers or any other person arising from late or non-delivery or late application of the goods.
40. Rockcote may at its option deliver the goods to the Customer in any number of instalments unless there is express agreement in writing that the Customer will not take delivery by instalments.
41. If Rockcote delivers any of the goods by instalments, and any one of those instalments is defective for any reason:
- (a) it is not a repudiation of the contract with Rockcote for the sale of those goods; and
 - (b) the defective instalment is a severable instance that would give rise only to a claim for compensation.
42. The cost of any special packing and packing materials used in relation to the goods at the request of the Customer will be at the Customer's expense despite that such cost may have been omitted from any quotation or initial invoice.

Defects, Warranties and Returns

43. In these Terms and Conditions, **Non-Excludable Condition** means any condition, warranty or guarantee provided or implied by any State, Territory or Commonwealth law, including but not limited to the statutory consumer guarantees described in the Australian Consumer Law under the *Competition and Consumer Act 2010 (C'th)* (**ACL**), and the provisions of any state or territory legislation which cannot be lawfully excluded.
44. Under applicable State, Territory and Commonwealth law (including, without limitation, the ACL), certain Non-Excludable Conditions may be implied into these Terms and Conditions. Nothing in these Terms and Conditions purports to modify or exclude the Non-Excludable Conditions.
45. The Customer must inspect goods and services upon delivery or performance and must immediately notify Rockcote in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description, order or quotation or other grounds for rejection of the goods or services. In such notification the Customer must:
- (a) specify all grounds relied upon by it in its rejection of the goods or services;
 - (b) provide good quality evidence of the grounds for its rejection of the goods or services; and
 - (c) allow Rockcote the opportunity to inspect the goods or services.
46. Except as expressly set out in these Terms and Conditions or in respect of the Non-Excluded Conditions, Rockcote makes no warranties or other representations under these Terms and Conditions or any Agreement arising out of them generally including, without limitation, as to the quality, merchantability or suitability of any goods or services. Rockcote's liability in respect of any such warranties is limited to the fullest extent permitted by law.
47. If the Customer is a consumer within the meaning of the ACL, Rockcote's liability in relation to goods or services which are not used for personal, domestic or household purposes is limited to:
- (a) either replacing or repairing goods or reimbursing the Customer for the repair or replacement of the goods (at the election of Rockcote);
 - (b) either re-supplying services or reimbursing the Customer for paying someone else to supply the services (at the election of Rockcote);
- or is otherwise limited to the extent permitted by section 64A of Schedule 2 of the ACL or to similar remedies under any applicable State or Territory fair trading legislation.
48. If the Customer is not a consumer within the meaning of the ACL, Rockcote's liability for any defect or damage in any goods or services is:
- (a) limited to the value of any express warranty provided to the Customer by Rockcote, at Rockcote's sole discretion;

- (b) limited to the extent of the benefit of any warranty to which Rockcote is entitled; or
 - (c) otherwise negated absolutely.
49. Subject to these Terms and Conditions, returns will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 45;
 - (b) Rockcote has agreed that the goods are defective;
 - (c) the goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and
 - (d) the goods are returned in as close a condition to that in which they were delivered as is possible.
50. Despite clauses 43 to 49 but subject to the ACL, Rockcote will not be liable for:
- any defect or damage which may be caused or partly caused by or may arise as a result of:
- (a) the Customer failing to properly maintain or store any goods;
 - (i) the Customer using goods for any purpose other than that for which they were obviously suited;
 - (ii) the Customer continuing the use of any goods after any defect became apparent or should have become apparent to a prudent operator or user;
 - (iii) any failure by the Customer to follow any instructions or guidelines provided by Rockcote; or
 - (iv) fair wear and tear, any accident, or act of god;
 - (b) any loss or damage if any goods are:
 - (i) specified by the Customer or by a third party on the Customer's behalf and supplied by Rockcote in response to that specification; or
 - (ii) specified and supplied by Rockcote in response to a request by the Customer or by a third party on the Customer's behalf, and the specification and supply by Rockcote is made in good faith in reliance information provided by or on behalf of the Customer that is ultimately demonstrated to have been incorrect, incomplete, inadequate or insufficient.
51. Rockcote may in its absolute discretion accept non-defective goods for return in which case Rockcote may require the Customer to pay handling fees not exceeding twenty-five percent (25%) of the invoiced value of the returned goods, plus any freight costs.
52. Despite anything contained in these Terms and Conditions, if Rockcote is required by a law to accept a return then Rockcote will only accept a return on, and to the extent only, of the conditions imposed by that law.
53. Except as provided in these Terms and Conditions and to the maximum extent permitted by law, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of goods or services for any purpose or as to design, application of goods or services, materials or workmanship or otherwise are expressly excluded.
54. Rockcote is not liable for any loss or damage, loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of opportunity, loss of business, loss of reputation or goodwill, loss of value or use of intellectual property or other proprietary rights even if Rockcote had knowledge that such loss or damage might arise or for any other indirect, incidental, special or consequential loss or damage howsoever arising out of the goods or services or out of the Customer's relationship with Rockcote connected to any Agreement including, without limitation, Rockcote's breach of contract, negligence, wilful act or omission or other default including to the extent that such conduct or default is outside the "four corners" of the Agreement, or deviates from it or defeats its main object.

Indemnity

55. The Customer must indemnify Rockcote and keep Rockcote indemnified against any claim by any third party arising out of the supply of goods and services to the Customer. This indemnity includes any legal fees and expenses Rockcote incurs in order to enforce its rights, on a full indemnity basis.

Costs

56. The Customer must pay for its own legal, accounting and business costs and all such costs incurred by Rockcote relating to any default by the Customer. The Customer must also pay for all stamp duty and other taxes payable on any Agreement.
57. The Customer will pay Rockcote's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Customer, including collection costs, debt recovery fees and legal costs on an indemnity basis. Such costs and disbursements will be due and payable by the Customer to Rockcote irrespective of whether pursuit of the recovery action, claim or remedy is successful.
58. Subject to any express provision of these Terms and Conditions to the contrary, payments by or on behalf of the Customer will be applied by Rockcote as follows.
- (a) firstly, in payment of any and all collection, legal or other costs in accordance with clauses 56 and 57.
 - (b) secondly, in payment of any interest incurred in accordance with clause 68.
 - (c) thirdly, in payment of the outstanding invoice(s).
59. Rockcote may apply and allocate payments received by, or on behalf of, the Customer in a manner in Rockcote's absolute and unfettered discretion, including so as to attribute the payments to satisfy obligations which are or are not secured by a PMSI or otherwise.
60. To the extent that payments have been allocated to invoices by Rockcote in its business records, Rockcote may, in its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at any time whatsoever.
61. Payments allocated (and/or reallocated) under clause 58 will be treated as though they were allocated or reallocated, respectively, in the manner determined by Rockcote on the date of receipt of payment.

Construction Work

62. In these Terms and Conditions, **Construction Work** has the same meaning as in the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)*.
63. The Customer acknowledges and agrees that where any goods or services supplied by Rockcote to the Customer relate to Construction Work, each invoice or other payment claim rendered by Rockcote to the Customer will be a payment claim made under the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)*.
64. Where Rockcote is required to provide goods or services (whether or not it constitutes Construction Work) at a site in the possession or under the control of the Customer (**Site**), the Customer must give Rockcote (including its employees, contractors and agents) access to and possession of sufficient of the Site for at least as long as is necessary to enable Rockcote to properly carry out and complete the goods and/or services.
65. Where the Customer believes that there are any defects or omissions in the goods or services carried out by Rockcote at the Site, then Rockcote will inspect the goods or services and, if necessary, endeavour to make good any such defects or omissions in those goods or services within a reasonable time, provided that:
- (a) the Customer first provides written notice to Rockcote comprehensively detailing the alleged defects or omissions; and
 - (b) Rockcote is given reasonable access to the Site for both initial inspection and, where required, for carrying out any necessary make good works.

Taxes and duty

66. The Customer must pay GST on any taxable supply made by Rockcote to the Customer under an Agreement. The payment of GST is in addition to any other consideration payable by the Customer for a taxable supply.
67. If, as a result of:
- (a) any legislation becoming applicable to the subject matter of an Agreement; or
 - (b) any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;

Rockcote becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Customer, then the Customer must pay Rockcote these additional amounts on demand.

Interest

68. Interest will be payable by the Customer on any outstanding money due to Rockcote at the rate which is 3% per annum above the rate charged by Rockcote's bank from time to time on unsecured overdrafts of \$100,000 or more, conclusive evidence of which will be confirmation in writing by a manager of Rockcote's bank.

Set-off

69. All payments required to be made by the Customer under an Agreement will be made free of any set-off, or counterclaim and without deduction or withholding.
70. Any amount due to Rockcote from time to time may be deducted from any monies which may be or may become payable to the Customer by Rockcote.

Jurisdiction

71. The Customer acknowledges and agrees that any Agreement:
- (a) is deemed to have been formed at the address of Rockcote's head office; and
 - (b) will be governed by the laws of Queensland, and the laws of the Commonwealth of Australia which are in force in Queensland. The Customer (and the Customer's Guarantors, if any) submits to the exclusive jurisdiction of the courts of Queensland, the relevant federal courts and courts competent to hear appeals from those courts.

Force Majeure

72. Rockcote is not liable for any loss caused to the Customer by reason of strikes, lockouts, fires, pandemics, epidemics, riots, war, embargoes, civil commotions, acts of God or any other activity beyond Rockcote's control.

Variation

73. The Customer agrees that these Terms and Conditions may be varied, added to, or amended by Rockcote at any time, in accordance with clause 2.
74. Any proposed variation to these Terms and Conditions by the Customer must be requested in writing. Rockcote may refuse any such request, without providing reasons, either orally or in writing.
75. Variations requested by the Customer will only be binding upon Rockcote if they are expressly accepted in writing.

Entire Agreement

76. An Agreement arising from these Terms and Conditions constitutes the entire agreement between the parties relating to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of that Agreement are merged in the subsequent Agreement arising from these Terms and Conditions and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of such Agreement or constitutes any collateral agreement, warranty or understanding.
77. In circumstances where there is a pre-existing written credit agreement (**Original Agreement**) between the Customer and Rockcote, these Terms and Conditions will constitute a variation of the

Original Agreement whereby the terms of the Original Agreement are deleted and replaced with these Terms and Conditions.

Privacy

78. The Customer (and its Guarantors) acknowledge and agree that:
- (a) for the purpose of this clause, the terms “personal information”, “sensitive information”, “credit eligibility information”, “credit information”, “commercial credit purpose”, “credit guarantee purpose”, “consumer credit purpose”, “credit reporting body”, “credit provider”, “credit reporting information”, “credit reporting code” carry the same meaning as under the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*) (the **Act**) and the term “Information” means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
 - (b) Rockcote may collect personal information about the Customer and/or Guarantor(s) for Rockcote’s primary purposes which include the assessment of a Credit Application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective) and internal management purposes.
 - (c) the Customer and/or its Guarantors consent to Rockcote collecting, using and disclosing their personal information (including sensitive information) for both its primary purposes specified above and purposes other than the primary purposes, including the purpose of marketing, sales and business development purposes and direct marketing.
 - (d) Rockcote may collect, and may already have collected, Information from the Customer and/or its Guarantors, other credit providers, credit reporting bodies and other third parties for the primary purposes and other its activities including but not limited to credit, sales, marketing and administration. If the Information was not collected by Rockcote it may restrict or impede upon Rockcote trading with, extending credit to, continuing to extend credit to or extending further credit to the Customer and/or its Guarantors or their related bodies corporate.
 - (e) the Customer and/or its Guarantors consent to Rockcote obtaining and making disclosure of Information about the Customer and/or its Guarantors from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. Rockcote notifies the Customer and/or its Guarantors that it may use and/or disclose credit eligibility information under section 21G of the Act.

Miscellaneous

79. Where the context requires:
- (a) singular includes plural and vice versa and any gender includes every gender.
 - (a) a reference to a person includes corporations, trusts, associations, partnerships, a government authority and other legal entities, and where necessary, include successor bodies.
 - (c) references to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes.
 - (d) headings are used for convenience only and are to be disregarded in the interpretation of these Terms and Conditions.
 - (e) a reference to a party includes that party’s executors, administrators, substitutes, successors and permitted assigns.
80. Nothing in these Terms and Conditions may be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the ACL and the PPSA) and which by law cannot be excluded, restricted or modified.
81. The failure by Rockcote to enforce any provision of these Terms and Conditions will not be treated as a waiver of that provision, nor will it affect Rockcote’s right to subsequently enforce that provision. If any provision of these Terms and Conditions is invalid, void, illegal or unenforceable

the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired thereby.

82. Rockcote may assign, license or sub-contract all or any part of its rights and obligations under any Agreement without the Customer's consent.
83. The Customer warrants that it has the power to enter into any Agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that an Agreement creates binding and valid legal obligations on it.
84. Neither these Terms and Conditions nor any Agreement based on them will be interpreted, construed or applied adversely to Rockcote by reason of their having been drafted by or on behalf of Rockcote.