

**1. Definitions**

- 1.1 "MSE" shall mean MSE Security Pty Ltd T/A MSE Alarms and its successors and assigns.
- 1.2 "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client buying any goods or services as specified in any invoice, document, order or acceptance. In the event there is more than one Client is a reference to each Client jointly and severally.
- 1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Client on a principal debtor basis.
- 1.4 "Goods" means all Equipment, Workmanship or Services supplied by MSE to the Client at the Client's request from time to time including any advice, recommendations, information or programming provided to the Client (where the context so permits the terms 'Goods' or 'Services' shall be interchanged for the other).
- 1.5 "Price" shall mean the cost of the Goods as agreed between MSE and the Client in accordance with clause 5 below.

**2. Acceptance**

- 2.1 The Client is taken to have exclusively accepted and is immediately bound jointly and severally by these terms and conditions if the Client places an order for, request for or accepts delivery of any Goods provided by MSE.
- 2.2 Where more than one Client has entered into this agreement, the Client's shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions shall prevail to the extent of any inconsistency with any other document agreement between the Client and MSE.
- 2.4 These terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or amended with the written consent of the manager of MSE.
- 2.5 None of MSE's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of MSE in writing nor is MSE bound by any such unauthorised statements.
- 2.6 The Client undertakes to give MSE not less than fourteen (14) days prior written notice of any proposed change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's postal address, email address, telephone numbers, facsimile number, or business practice).
- 2.7 Upon acceptance of these terms and conditions by the Client the terms and conditions are non transferable to any other Client.

**3. Change in Control**

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

**4. Goods**

- 4.1 The Goods as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by MSE to the Client.
- 4.2 It is understood and accepted between the parties hereto that:
  - (a) MSE is not an insurer and that any insurance against fire, theft, damage, injury or any other cause must be obtained by the Client at its own cost.
  - (b) The costs and fees payable by the Client are based solely on the value of the Equipment and or the Services provided and are unrelated to the value of the Client's property or the property of others located in the Client's premises.
  - (c) MSE does not represent that the Equipment, relevant Monitoring Centre Equipment, or the connecting Telecommunications Carrier's network may not be circumvented or will in all cases carry the function for which they are designed.
  - (d) No representation is made and any term or obligation which may be implied that the Equipment, the relevant Monitoring Centre or any connecting Telecommunications Network or Networks will remain in working order or proper working order or will operate properly or is fit or suitable for any purpose or is of any particular quality or complies with any standard.

**5. Price And Payment**

- 5.1 At MSE's sole discretion the Price shall be either;
  - (a) as indicated on any invoice provided by MSE to the Client in respect of Equipment or Services supplied; or
  - (b) the price as at the date of delivery of the Equipment or Services according to MSE's price list; or
  - (c) MSE's price list (subject to clause 5.2) which shall remain valid for the period stated in the quotation or agreement or otherwise for a period of 30 days.
- 5.2 MSE reserves the right to change the Price if a variation to MSE's quotation, specification or schedule of works is requested and will be shown as variations on the invoice.
- 5.3 At MSE's sole discretion a deposit or percentage progress payment may be required. The deposit amount or percentage progress payment will be stipulated at the time of the order of the Equipment or Services and shall become immediately due and payable.
- 5.4 Time for payment for the Goods shall be of the essence and will be stated on the quotation or invoice or agreement or any other order forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 5.5 At MSE's sole discretion and by prior arrangement payment for approved Clients shall be made by progress payments in accordance with MSE's delivery/payment schedule.
- 5.6 Payment will be made by cash, cheque, bank cheque, Electronic Funds Bank Transfer, credit card or by any other method as agreed to between the Client and MSE.

- 5.7 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to MSE an amount equal to any GST, MSE must pay for any supply by MSE under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

**6. Delivery Of Goods**

- 6.1 Delivery of the Equipment shall be made to the Client's nominated address. The Client shall make all arrangements necessary to take delivery of the Equipment whenever they are tendered for delivery.
- 6.2 The Client shall take delivery of the Goods when they are tendered for delivery. In the event the Client is unable to take delivery of the Goods then MSE shall be entitled to charge a reasonable fee for redelivery, storage or reprocessing.
- 6.3 MSE may deliver the Goods in separate instalments. Each separate instalment may be invoiced and paid in accordance with the provisions in these terms and conditions.
- 6.4 The failure of MSE to deliver shall not entitle either party to treat this contract as repudiated.
- 6.5 MSE shall not be liable for any loss or damage whatsoever due to failure by MSE to deliver the Equipment (or any of them) promptly or at all.

**7. Risk**

- 7.1 If MSE retains title of the Goods nonetheless, all risk for the Equipment passes to the Client on delivery and the Client must insure the Goods on or before delivery.
- 7.2 If any of the Goods are damaged or destroyed following delivery but prior to title in them passing to the Client, MSE is entitled, without prejudice to any of its other rights or remedies under these Terms and Conditions of Trade (including the right to receive payment of the balance of the Price for the Equipment), to receive all insurance proceeds payable for the Equipment. This applies whether or not the Price has become payable under the Contract. The production of these terms and conditions by MSE is sufficient evidence of MSE's rights to receive all insurance proceeds payable for the Goods without the need for any person dealing with MSE to make further enquiries.

**8. Personal Property Securities Act 2009 PPSA**

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

**9. Client's Disclaimer**

- 9.1 The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of MSE and the Client acknowledges that he buys the Equipment relying solely upon his own skill and judgement and that MSE shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty in

accordance with clause 10 or given by the Manufacturer which warranty shall be personal to the Client and shall not be transferable to any subsequent Client.

**10. Defects, Warranties & Returns, Competition & Consumer Act 2010**

- 10.1 The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify MSE in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow MSE to inspect the Goods.
- 10.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 10.3 MSE acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 10.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, MSE makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. MSE's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 10.5 If the Client is a consumer within the meaning of the CCA, MSE's liability is limited to the extent permitted by section 64A of Schedule 2.
- 10.6 If MSE is required to replace the Goods under this clause or the CCA, but is unable to do so, MSE may refund any money the Client has paid for the Goods.
- 10.7 If the Client is not a consumer within the meaning of the CCA, MSE's liability for any defect or damage in the Goods is:
  - (a) limited to the value of any express warranty or warranty card provided to the Client by MSE in MSE's sole discretion;
  - (b) limited to any warranty to which MSE is entitled, if MSE did not manufacture the Goods;
  - (c) otherwise negated absolutely.
- 10.8 Subject to this clause 10, returns will only be accepted provided that:
  - (a) the Client has complied with the provisions of clause 10.1; and
  - (b) MSE has agreed that the Goods are defective; and
  - (c) the Goods are returned within a reasonable time at the Client'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.
- 10.9 Notwithstanding clauses 10.1 to 10.8 but subject to the CCA, MSE shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
  - (a) the Client failing to properly maintain or store any Goods;
  - (b) the Client using the Goods for any purpose other than that for which they were designed;
  - (c) the Client continuing to use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
  - (d) the Client failing to follow any instructions or guidelines provided by MSE; or
  - (e) fair wear and tear, any accident, or act of God.
- 10.10 In the case of second hand Goods, a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second hand Goods prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by MSE as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that MSE has agreed to provide the Client with the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 10.10.
- 10.11 MSE may in its absolute discretion accept non-defective Goods for return in which case MSE may require the Client to pay handling fees of up to ten percent (10%) of the value of the returned Goods plus any freight costs.
- 10.12 Notwithstanding anything contained in this clause if MSE is required by a law to accept a return then MSE will only accept a return on the conditions imposed by that law.

**11. Intellectual Property**

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

**12. Default & Consequences of Default**

- 12.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.
- 12.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify MSE from and against all MSE's costs and disbursements including on a solicitor and own client basis and in addition all of MSE's nominees costs of collection.

12.3 Without prejudice to any other remedies MSE may have, if at any time the Client is in breach of any obligation (including those relating to payment), MSE may suspend or terminate the supply of Equipment to the Client and any of its other obligations under the terms and conditions. MSE will not be liable to the Client for any loss or damage the Client suffers because MSE exercised its rights under this clause.

12.4 If any account remains unpaid at the end of the second month after supply of the Equipment or services the following shall apply: An immediate amount of the greater of \$50.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.

12.5 In the event that:

- (a) any money payable to MSE becomes overdue, or in MSE's opinion the Client will be unable to meet its payments as they fall due; or
- (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client; then without prejudice to MSE's other remedies at law
  - (i) MSE shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies; and
  - (ii) all amounts owing to MSE shall, whether or not due for payment, immediately become payable.

### 13. Title

13.1 The Client and MSE agree that the title of the Goods shall not pass until:

- (a) The Client has paid all amounts owing to MSE, and
- (b) The Client has met all other obligations due by the Client to MSE in respect of all contracts between MSE and the Client, and that the Goods shall be kept separate until MSE have received full payment and all other obligations of the Client are met.

13.2 Receipt by MSE 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

13.3 It is further agreed that:

- (a) Until such time as ownership of the Equipment shall pass from MSE to the Client in accordance with clause 13.1 that the Client is only a bailee of the Goods must return all Goods to MSE on request..
- (b) If the Client fails to return the Equipment to MSE then MSE or MSE's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.
- (d) The Client is only a bailee of the Equipment and until such time as MSE has received payment in full for the Equipment then the Client shall hold any proceeds from the sale or disposal of the Equipment on trust for MSE.
- (e) The Client shall not deal with the money of MSE in any way which may be adverse to MSE.
- (f) Receipt by MSE 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 MSE's ownership of rights in respect of the Equipment shall continue.
- (g) The Client shall not charge the Equipment in any way nor grant nor otherwise give any interest in the Equipment while they remain the property of MSE.
- (h) MSE may require payment of the Price or the balance of the Price due together with any other amounts due from the Client to MSE arising out of these terms and conditions, and MSE may take any lawful steps to require payment of the amounts due and the Price.
- (i) MSE can issue proceedings to recover the Price of the Equipment sold notwithstanding that ownership of the Equipment may not have passed to the Client.
- (j) Until such time the Client has MSE's authority to convert the Equipment into other products and if the Equipment is so converted, the parties agree that MSE will be the owner of the end products.

### 14. Security and Charge

14.1 Notwithstanding anything to the contrary contained herein or any other rights which MSE may have howsoever:

- (a) Where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client 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 MSE or MSE's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that MSE (or MSE's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- (b) Should MSE elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify MSE from and against all MSE's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) To give effect to the provisions of clause [14.1 (a) and (b)] inclusive hereof the Client and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint MSE or MSE's nominee as the Client's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions as MSE and/or MSE's nominee shall think fit in his/hers/its/their absolute discretion against the joint and/or several interest of the Client and/or the Guarantor in any land, realty or asset in favour of MSE and in the Client's and/or Guarantor's name as may be necessary to secure the said Client's and/or Guarantor's obligations and indebtedness to MSE and further

to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in MSE's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

### 15. Cancellation

15.1 MSE may cancel any agreement to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. MSE shall not be liable for any loss or damage whatsoever arising from such cancellation.

15.2 In the event that the Client cancels delivery of Goods the Client may be liable for any costs incurred by MSE up to the time of cancellation and a residual fee and the risk of the Goods shall remain the Client's responsibility until removed by MSE and any subsequent Costs will be the Client's responsibility.

15.3 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by MSE as a direct result of the cancellation (including, but not limited to, any loss of profits).

15.4 Cancellation of orders for Goods made to specifications, or for non-stock list items, will definitely not be accepted once production has commenced, or an order has been placed.

15.5 If a Client wishes to terminate any provision of Goods or Monitoring Services that are no longer in contract, MSE require 30 Days written notice of cancellation.

15.6 Cancellation of Monitoring Services may require a technician to attend to decommission the alarm system, and a decommissioning fee may be charged to the Client.

### 16. Privacy Act 1988

16.1 The Client and/or the Guarantor/s agree for MSE to obtain from a credit-reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by MSE.

16.2 The Client and/or the Guarantor/s agree that MSE may exchange information about Client and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

- (a) To assess an application by Client; and/or
  - (b) To notify other credit providers of a default by the Client; and/or
  - (c) To exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
  - (d) To assess the credit worthiness of Client and/or Guarantor/s.
- 16.3 The Client consents to MSE being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 16.4 The Client agrees that Personal Data provided may be used and retained by MSE for the following purposes and for other purposes as shall be agreed between the Client and MSE or required by law from time to time:

- (a) provision of Goods; and/or
  - (b) marketing of Goods by MSE, its agents or distributors; and/or
  - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Goods; and/or
  - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and/or
  - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.
- 16.5 MSE may give, information about the Client to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Client; and/or
  - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 16.6 The information given to the credit reporting agency may include:
- (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
  - (b) details concerning the Client's application for credit or commercial credit and the amount requested;
  - (c) advice that MSE is a current credit provider to the Client;
  - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
  - (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
  - (f) information that, in the opinion of MSE, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
  - (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
  - (h) that credit provided to the Client by MSE has been paid or otherwise discharged.

### 17. Unpaid MSE's Rights to Dispose of Equipment

17.1 In the event that:

- (a) MSE retains possession or control of the Equipment; and
- (b) payment of the Price is due to MSE; and
- (c) MSE has made demand in writing of the Client for payment of the Price in terms of this contract; and
- (d) MSE has not received the Price of the Equipment, then, whether the property in the Equipment has passed to the Client or has remained with MSE, MSE may dispose of the Equipment and may claim from the Client the loss to MSE on such disposal.

### 18. Lien

18.1 Where MSE has not received or been tendered the whole of the price, or the payment has been dishonoured, MSE shall have:

- (a) a lien on the Equipment;
- (b) the right to retain them for the price while MSE is in possession of them;
- (c) a right of resale;
- (d) the foregoing right of disposal, provided that the lien of MSE shall continue despite the commencement of proceedings or judgement for the price having been obtained.

### 19. Monitoring Service

19.1 MSE will use its best endeavours to engage a prompt alarm response to alarm signals but will not be held liable for any loss or damage the Client may suffer in connection with the timing of, or the failure of the alarm response.

19.2 The Client agrees that MSE may record all Client telephone conversations within the Monitoring Centre or MSE's offices or subsequent telecommunications networks and all recordings or subsequent transcripts can be used for as deemed necessary by MSE.

19.3 MSE may receive a rebate from the telecommunications service provider in relation to the telephone number that the Client's Goods dials to.

19.4 The Client will immediately advise MSE in writing of any changes to Client's instructions.

19.5 The Client will ensure that all voice codes, passwords, radio keys and other security devices are kept secure and provided only to those persons who reasonably require access to the alarmed premises.

### 20. Alarm Response

20.1 In the event of an alarm condition the Client approves the use of patrols or guards to respond to alarm conditions. All alarms will be responded to in accordance with MSE Alarms Standard Operating Procedures.

20.2 The Client accepts that due to changing requirements MSE may vary the Standard Operating Procedures without notice to the Client.

### 21. General

21.1 The failure by MSE to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect MSE's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which MSE has its principal place of business, and are subject to the jurisdiction of the courts in that state.

21.3 Subject to clause 10 MSE shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by MSE of these terms and conditions (alternatively MSE's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

21.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by MSE nor to withhold payment of any invoice because part of that invoice is in dispute.

21.5 MSE may license or sub-contract all or any part of its rights and obligations without the Client's consent.

21.6 The Client agrees that MSE may amend these terms and conditions at any time. If MSE makes a change to these terms and conditions, then that change will take effect from the date on which MSE notifies the Client of such change. The Client will accept such changes if the Client makes a further request for MSE to provide Goods to the Client;

21.7 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.

21.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.