

# Capral Limited

## Conditions of Sale (January 2024)

### 1 Definitions

In these Conditions:

**Company** means Capral Limited (ABN 78 004 213 692).

**Conditions** means these Conditions of Sale.

**Contract** means a contract between the Company and the Purchaser for the supply of Goods and/or Services (formed upon written acceptance by the Company of an Order) as constituted by the Company's quotation (if any), the Order and these Conditions.

**Goods** means all goods supplied by the Company to the Purchaser (and where the context so permits shall include any supply of Services as hereinafter defined) and as are described on the invoices, quotation or other form provided by the Company to the Purchaser.

**GST** means goods and services tax imposed under *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and any regulation made under that Act (as amended or replaced from time to time).

**Intellectual Property Rights** means all intellectual property rights throughout the world, whether present or future, whether registered or unregistered, including rights in relation to copyright, trade secrets, know how, trade, brand names, designs, patents and patentable inventions, semiconductor or circuit layout rights, including the right to apply for registration of any such rights.

**Loss** means any damage, loss, liability, cost, charge, expense, penalty, outgoing or payment and includes legal costs and expenses on a full indemnity basis.

**Order** means an order from the Purchaser requesting the supply of Goods and/or Services.

**Purchaser** means the person, including its successors and permitted assigns, to whom Goods and/or Services are provided by the Company.

**PPSA** means the *Personal Property Securities Act 2009* (Cth), and any regulation made under that Act (as amended or replaced from time to time).

**Price** means the price payable for the Goods and/or the Services as determined in accordance with clause 5.

**Services** means all services supplied by the Company to the Purchaser (and where the context so permits shall include any supply of Goods as described above).

**Specification** means any specification, product information or data sheet published by the Company and/or applicable drawings issued by the Company to the Purchaser (if any).

**Toolage** means all tooling, dies or other equipment which the Company manufactures or obtains in order to produce the Goods.  
A reference to a **clause** is a clause in these Conditions.

### 2 Purpose of credit

The Purchaser acknowledges and agrees that any credit to be provided to the Purchaser by the Company is to be applied wholly or predominantly for business purposes.

### 3 Application

- These Conditions apply to each and every Contract between the Company and the Purchaser.
- The Purchaser will be deemed to have accepted these Conditions upon submitting an Order with the Company.
- Any terms and conditions of the Purchaser's Order or of any other document deviating from or inconsistent with these Conditions are expressly rejected by the Company.
- If there is any inconsistency between any of the terms of a Contract, the order of priority is:
  - any other additional terms and conditions agreed in writing by the parties;
  - these Conditions;
  - any other part of this document;
  - the Purchaser's Order.

### 4 Formation of Contract

- The Purchaser may request the supply of Goods and/or Services by submitting an Order with the Company.
- The Company may accept or reject any Order without providing reasons for doing so.
- A Contract will only be formed upon written acceptance of the Purchaser's Order.
- The Purchaser acknowledges that it has read and has had a reasonable opportunity to negotiate and agree changes to these Conditions and accepts that they are fair and reasonable.

### 5 Prices and Quotations

Unless the Contract expressly provides to the contrary:

- Prices quoted are based on the Company's estimated cost of production, manufacture and/or supply at the time of quotation and may be altered if there is any increase in the Company's costs between the date of quotation and the date of acceptance of the Order.
- Prices will be as indicated on the Company's price list (as amended from time to time) in force at the time of acceptance of the

Purchaser's Order applicable to the date the Goods and/or the Services (as the case may be) are delivered.

- If after the Contract is formed, the Company proposes to vary any prices under this clause 5, the Company will notify the Purchaser of the new price. Thereafter the Purchaser may reject the new price within seven (7) days and terminate the Contract without any cost or penalty to the Purchaser, otherwise the Purchaser agrees that the new price will apply to the Contract.
- Prices will be rounded to the nearest whole cent in the Company's invoices.

### 6 Orders based on weight or quantity

- In the case of orders for Goods on the basis of the number of pieces, the Company may, acting reasonably, apply a nominal weight (kg) to those Goods to determine the price of the Goods. On request by the Purchaser, the Company will disclose such nominal weight. The weight shown on packaging is for shipping purposes only and should not be taken as the weight of those Goods.
- In the case of orders by the Purchaser made on the basis of weight (kg), the Company may, acting reasonably:
  - calculate the number of pieces of the Goods to be supplied by reference to the nominal weight of the Goods; and
  - calculate the price by reference to the nominal weight of the Goods to be supplied; and
  - supply and invoice the Goods by reference to the nominal weight, rather than the actual weight, of the Goods.
- Shipping tolerances apply that may result in Goods being over or under the quantity ordered.
- The records of the weight of the Goods generated by the Company, or by any government/public weighbridge, shall be, absent any manifest error, conclusive evidence of the weight of the Goods supplied.

### 7 Payment

- The Company may issue an invoice at any point in time, notwithstanding whether an Order has been completed or not.
- Payment of invoices must be made without set-off, counterclaim, deduction or withholding by the last working day of the month after the month in which the invoice are issued, unless otherwise agreed in writing by the Company and Purchaser. Any reasonable request to set-off, deduct or withhold from amounts outstanding will be considered by the Company, provided that reasonable evidence is provided to the Company as to why the Purchaser is entitled to the set-off, deduction or withholding from the amounts outstanding.
- The Company may vary the terms of payment and require payment in full prior to delivery if, at any time, the credit worthiness of the Purchaser is, in the Company's reasonable opinion, unsatisfactory. If the Purchaser fails to pay any amount owing to the Company by the due date, the Company may, at its option and upon the provision of written notice, request immediate payment of any amount owing by the Purchaser, and if not remedied within seven (7) days, the Company may terminate the Contract and resell or dispose of the Goods without prejudice to any other rights or remedies of the Company against the Purchaser.
- A fee will apply for payments made by credit card.
- If the Purchaser does not have a credit facility with the Company (or the Purchaser does have a credit facility, but it is overdrawn or is in default), then notwithstanding this clause 7 the Purchaser must pay for all Goods and/or Services before they are despatched.

### 8 Delivery

- Unless otherwise agreed in writing by the parties, the Price excludes all costs of delivery which will be charged to the Purchaser's account (and will be paid for by the Purchaser within the time specified in clause 7(b)).
- Any date for delivery of the Goods or completion of the Services shown in the Contract or otherwise indicated by the Company, whether before or after or at the same time as the Contract is made, is an estimated date for delivery and/or completion only and is not a contractual commitment. The Company will use reasonable endeavours to meet any estimated date but will not be liable for any Loss if the Goods are not delivered or the Services are not completed by that estimated date.
- Unless otherwise agreed in writing by the parties, the Goods will be deemed to have been delivered at the earlier of:
  - the collection of the Goods by the Purchaser or by any third party on behalf of the Purchaser; or
  - the time of loading of the Goods at the Company's premises for the purpose of delivery to the Purchaser.
- The Purchaser shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- The Company is entitled to charge a reasonable fee for storage and/or redelivery charges in the event the Purchaser does not, or is unable to, accept delivery of the Goods by the date for delivery nominated by the Company.

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### 9 Instalments

The Company may deliver the Goods by instalments and require payment for each separate instalment in accordance with the Contract. Failure of the Company to deliver any instalment will not entitle the Purchaser to cancel the balance of the Order unless those remaining instalments are unable to be delivered. If the Purchaser defaults in payment for any instalment, the Company may elect to treat the default as a breach of contract relating to each other instalment.

### 10 Acceptance and Claims

(a) The Purchaser must inspect the Goods promptly upon delivery and must within fourteen (14) days after the date of inspection give written notice to the Company, with particulars, of any claim that the Goods are not in accordance with the Contract. Further, the Purchaser must, upon request from the Company, allow the Company to enter upon any premises occupied by the Purchaser to inspect the Goods that are the subject of the claim.

(b) If the Purchaser fails to give the notice required in clause 10(a) within 3 months after delivery, or refuses to allow the Company to inspect the Goods, then to the extent permitted by law:

- (i) the Goods must be treated as having been accepted by the Purchaser;
- (ii) any claim by the Purchaser that the Goods are not in accordance with the Contract will be taken to have been absolutely waived; and
- (iii) the Purchaser must pay for the Goods in accordance with the Contract.

(c) The Company will accept the return of any Goods if:

- (i) the Goods supplied do not conform with the Contract;
  - (ii) the Goods are defective; or
  - (iii) the Company is required by law to accept the return of the Goods.
- (d) Clauses 10(c)(i) and (ii) above are to be read subject to clause 10(b).

### 11 Risk

Risk of damage to or loss of the Goods passes to the Purchaser on delivery.

### 12 Retention of title

(a) Until such time as the Purchaser has made payment in full for the Goods, and until such time as the Purchaser has made payment in full of all other money owing by the Purchaser to the Company (whether under a specific Contract or Contracts or on any other account whatsoever):

- (i) title in the Goods does not pass to the Purchaser;
- (ii) the Purchaser agrees that property and title in the Goods will not pass to the Purchaser and the Company retains the legal and equitable title in those Goods supplied and not yet sold;
- (iii) the Purchaser will hold the Goods in a fiduciary capacity for the Company and agrees to store the Goods in such a manner that they can be identified as the property of the Company, and will not mix the Goods with other similar goods; and
- (iv) the Purchaser will be entitled to sell the Goods in the ordinary course of its business but will sell as agent and bailee for the Company and the proceeds of sale of the Goods will be held by the Purchaser on trust for the Company absolutely.

(b) The Purchaser's liability to the Company will not be discharged by the operation of clause 12(a)(iv) (but its level of indebtedness will be reduced by the extent of the funds remitted to the Company).

(c) The Purchaser agrees that whilst property and title in the Goods remains with the Company, the Company has the right, with prior notice to the Purchaser, to enter upon any premises occupied by the Purchaser (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Purchaser) to inspect the Goods of the Company, and, when payment is overdue, to immediately enter the premises (as the Purchaser's invitee) to repossess the Goods which may be in the Purchaser's possession, custody or control.

(d) The Purchaser will be responsible for the Company's reasonable costs and expenses in exercising its rights under clause 12(c) where the Purchaser is in default of the terms of the Contract. Where the Company exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Purchaser against the Company, its employees, servants or agents.

(e) The Purchaser agrees that where the Goods have been retaken into the possession of the Company, the Company has the absolute right to sell or deal with the Goods, and, if necessary, sell the Goods with the trademark or name of the Purchaser on those Goods, and the Purchaser hereby grants an irrevocable licence to the Company to do all things necessary to sell the Goods bearing the name or trademark of the Purchaser.

### 13 Description

Any description of the Goods is given by way of identification only and the use of that description does not constitute a sale by description.

### 14 Specifications

(a) Unless otherwise agreed in writing by the Company, tolerances, weight, quantity, size, dimension, finishes, chemical composition and physical properties for the Goods are as stated in the Specification (if applicable).

(b) All illustrations, drawings and Specifications are protected by copyright and other Intellectual Property Rights, remain the property of the Company and must be treated as confidential by the Purchaser (who may not copy, sell, lend or otherwise dispose of or use them without the prior written consent of the Company).

### 15 Toolage

(a) If the Goods are manufactured from dies, tools or other equipment supplied by the Purchaser (**Purchaser equipment**), the Company accepts no responsibility for the shape, measure, capacity, fitness or otherwise, of the Purchaser equipment or the suitability of the Purchaser equipment for manufacturing the Goods and the Company is not liable for any Loss, however caused (excluding any Loss where caused by the negligence, or wilful misconduct by the Company or a breach by the Company of its obligations under the Contract), to the Purchaser equipment.

(b) All Toolage remains the property of the Company and the Company is not required to deliver such Toolage to the Purchaser or part with possession of it. This applies even where the Purchaser has fully or partly contributed to the cost of development and manufacture of the Toolage.

(c) The Purchaser's liability will be reduced proportionally to the extent that any negligence or wrongful act by the Company has contributed to such Loss.

(d) Where the Company has agreed in writing that particular items of Toolage will be used exclusively for the manufacture of Goods for the Purchaser, the Company will not use that Toolage to manufacture Goods for third parties or sell to third parties products manufactured from that Toolage, unless:

- (i) the Purchaser has authorised such use or sale; or
- (ii) the third party owns the Intellectual Property Rights in or in relation to the Goods; or
- (iii) the Purchaser has not paid for the Toolage (volumes purchased under deferred die charge arrangements do not constitute payment in this regard); or
- (iv) the Purchaser has not, for a period of 18 consecutive months, purchased from the Company any Goods manufactured from that Toolage; or
- (v) the Purchaser is in default under a Contract.

(e) Where sub-clauses 15(d)(ii) to (v) (inclusive) apply, the Company may without reference to the Purchaser dispose of such Toolage or release such Toolage for general use.

(f) Nothing in this clause 15 prevents the Company from supplying any third party with shapes that are identical or similar to those produced from Toolage maintained for the Purchaser.

### 16 Intellectual Property

(a) The Purchaser warrants that anything furnished to the Company and used by the Company in the execution of the Purchaser's Order will not cause the Company to infringe the Intellectual Property Rights of any third party. The Purchaser indemnifies the Company against any Loss the Company suffers or incurs as a result of any breach of the warranty given in this clause 16(a).

(b) The sale to and purchase by the Purchaser of Goods does not confer on the Purchaser any licence or right under any Intellectual Property Rights which is the property of the Company.

(c) All existing and future Intellectual Property Rights in all inventions, models, designs, drawings, plans, software, reports, proposals or other materials created solely by the Company, or jointly with others, in the course of or in relation to the supply of any Goods or Services to the Purchaser will at all times remain the property of the Company.

(d) It is expressly agreed that:

- (i) the Intellectual Property Rights owned by the Purchaser at the time a Contract comes into existence shall remain the property of the Purchaser; and
- (ii) the Purchaser grants to the Company a non-exclusive, non-transferable, royalty free license to use, copy, modify, and adapt all Intellectual Property Rights owned by the Purchaser for the purpose of supplying any Goods or Services to the Purchaser.

### 17 Implied terms

Subject to clause 21, all terms, conditions, warranties, indemnities and statements (whether express, implied, written, oral, collateral, statutory or otherwise) which are not expressly set out in the Contract are expressly excluded.

### 18 Limitation of Liability

(a) To the extent permitted by law, the Company's liability to the Purchaser, whether under contract, in tort, pursuant to statute or otherwise for any Loss howsoever arising in relation to Goods supplied under a Contract is limited, at the Company's option, to any one or more of the following:

- (i) the replacement of the Goods or the supply of equivalent Goods;
- (ii) the repair of the Goods;
- (iii) the payment of the cost of replacing the Goods or acquiring equivalent Goods; and
- (iv) the payment of the cost of having the Goods repaired.

(b) To the extent permitted by law, the Company's liability to the Purchaser, whether under contract, in tort, pursuant to statute or otherwise for any Loss howsoever arising in relation to Services

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supplied under a Contract is limited, at the Company's option, to any one or more of the following:

- (i) the supply of the Services again; and
  - (ii) the payment of the cost of having the Services supplied again.
- (c) Clauses 18(a) and (b) apply only to the extent that the Contract is not a consumer contract or small business contract (within the meaning in the Australian Consumer Law)

### 19 Indemnity

- (a) If the Purchaser defaults in their performance of any Contract, then:
- (i) the Company will take reasonable steps to mitigate any Loss and act reasonably in relation to any default by the Purchaser;
  - (ii) the Company will provide the Purchaser notice of any breach of their obligations to the Contract, requesting that the Purchaser remedy any breach within a reasonable time; and;
  - (iii) if that demand is not met then the Purchaser must indemnify the Company in respect of Loss (including collection costs and bank dishonour fees) that the Company has suffered arising therefrom.
- (b) The Purchaser's liability to indemnify the Company will be reduced proportionally to the extent that any fraud, negligence, or wilful misconduct by the Company or a breach of the Company's obligations under the Contract has contributed to the Loss which is the subject of the indemnity.
- (c) The Purchaser's liability to indemnify the Company is a continuing obligation separate and independent from the Purchaser's other obligations and survives the termination or performance of any Contract.

### 20 Indirect loss

To the extent permitted by law, no party shall have liability to the other party for or in connection with any indirect, economic, special or consequential loss or damage, including, without limitation, loss of actual or anticipated profit or revenue, business interruption or shutdown, loss of production, delay costs, loss of opportunity, income or rent, financing or holding costs, arising out of or in connection with the supply of any Goods or Services or the Contract.

### 21 No limitation on statutory rights

- (a) Nothing in clauses 17, 18, 19 or 20 purports to have or has the effect of excluding, limiting or modifying any rights, entitlements or remedies that may be conferred on a Purchaser under the Australian Consumer Law or any other law rendering void or prohibiting such exclusion, limitation or modification.
- (b) In relation to the Goods and/or Services to which the Australian Consumer Law applies, the Company acknowledges that the Goods and/or Services come with guarantees that cannot be excluded under the *Australian Consumer Law*. The Purchaser is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Purchaser is also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure. Where Goods are defective due to the Purchaser's specification, the Company is not liable.
- (c) The Company will use its reasonable endeavours to obtain for the Purchaser the benefit of any applicable manufacturer's warranty in respect of Goods not manufactured, and/or Services not provided, by the Company.

### 22 Cancellation of Orders

- (a) An Order may only be cancelled with the prior written consent of the Company, and then only on terms that the Purchaser reimburse and indemnify the Company for and against all reasonable Losses it incurs in fulfilment of an order up to the cancellation date (including, without limitation, costs incurred with fulfilment of special orders) determined on a reasonable basis).
- (b) Notwithstanding any other rights the Company may have under the Contract, the Company may, in its sole discretion, cancel any Order or delivery of any Order, by providing written notice to the Purchaser if the Purchaser:
- (i) defaults in payment of any invoice by the due date;
  - (ii) enters into liquidation, or, if the Purchaser is an individual, becomes bankrupt; or
  - (iii) breaches an essential term of the Contract (or any other Contract between the Company and the Purchaser).
- (c) To the fullest extent permitted by law, the Company accepts no liability for any Loss whatsoever incurred by the Purchaser (or any third party) as a result of the Company exercising its rights under clause 22(b).

### 23 Interest

Without prejudice to any other rights or remedies of the Company, if any payment is not made by the due date, the Purchaser will pay interest on such overdue payment at the rate of 10% per annum, which interest will accrue and be recoverable each day or part thereof that the payment remains outstanding amount.

### 24 Waiver

- (a) Failure by the Company or the Purchaser to insist on strict performance of any term, warranty or condition of the Contract will not be taken as a waiver of it or any rights that party may have and no waiver will be taken as a waiver of any subsequent breach of any term, warranty or condition.

- (b) A waiver of any provision or breach of these Conditions by a party shall only be effective if made by an authorised officer of that party in writing.

### 25 Subcontracting

The Company reserves the right to subcontract the production, manufacture or supply of the whole or any part of the Goods or any materials or Services to be supplied.

### 26 Notices

Any notice to be given under a Contract must be sent by email or prepaid mail to the other party's email address or address (as notified by that party from time to time).

### 27 Governing law and jurisdiction

Contracts are governed by and will be construed in accordance with the laws of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of that State.

### 28 International Supply Contract

The United Nations Convention on Contract for the International Sale of Goods will not apply to any Contract.

### 29 Confidentiality

Each party must keep any Contract and related information confidential, except to the extent it is in the public domain through no fault of a party or if required to be disclosed by law.

### 30 PPSA

- (a) Defined terms used in this clause 30 have the same meaning as given to them in the PPSA.
- (b) To secure the due and punctual performance of all of the Purchaser's obligations to the Company (present or future, actual or contingent), whether pursuant to a Contract or otherwise, the Purchaser grants a security interest to the Company in all Goods (and their proceeds) now and in the future supplied by the Company to the Purchaser (or to its account).
- (c) The Purchaser acknowledges that the Company's security interest in the Goods is a purchase money security interest pursuant to the PPSA.
- (d) The Purchaser undertakes to do anything that is required by the Company:
- (i) so that the Company can acquire and maintain one or more perfected security interests under the PPSA in respect of the Goods and their proceeds;
  - (ii) to register a financing statement or financing change statement; and
  - (iii) to ensure that the Company's security position, and rights and obligations, are not adversely affected by the PPSA.
- (e) Unless the Purchaser has obtained the Company's prior written consent, the Purchaser undertakes not to:
- (i) register a financing change statement in respect of a security interest contemplated or constituted by these Conditions; and
  - (ii) create or purport to create any security interest in the Goods, nor 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.
- (f) The Purchaser:
- (i) waives its right under section 157 of the PPSA to receive a copy of the verification statement relating to a security interest created under the Contract;
  - (ii) agrees that to the extent permitted by the PPSA, the following provisions of the PPSA will not apply and are contracted out of: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and
  - (iii) agrees that the following provisions of the PPSA will not apply and the Purchaser will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.
- (g) The Purchaser agrees that it will, if requested by the Company, sign any documents, provide any information or do anything else the Company requests, to ensure that any security interest created in the Company's favour by a Contract is, to the fullest extent possible under the PPSA, perfected in accordance with Part 2.2 of the PPSA.
- (h) Notwithstanding section 275 of the PPSA, the parties agree to keep confidential all information of the kind referred to in section 275 of the PPSA, unless compelled by law to disclose such information.
- (i) The Purchaser irrevocably grants to the Company the right to enter upon the Purchaser's property or premises, with notice, and without being in any way liable to the Purchaser or to any third party, if the Company has cause to exercise any of its rights under sections 123 and/or 128 of the PPSA, and the Purchaser shall reasonably indemnify the Company from any claims made by any third party as a result of such exercise.
- (j) The Purchaser will be responsible for the Company's reasonable costs and expenses in exercising its rights under clause 30(i) where the Purchaser is in default of the terms of the Contract. Where the Company exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Purchaser against the Company, its employees, servants or

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Agents.

- (k) The Purchaser agrees that where the Company has rights in addition to those under part 4 of the PPSA, those rights will continue to apply.

### 31 Costs

The Purchaser will pay the Company's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy against the Purchaser, including collection costs, debt recovery fees and legal costs on an indemnity basis on and subject to the operation of clause 19.

### 32 Taxes and duty

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

the Company becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Purchaser, then the Purchaser must pay the Company these additional amounts on 48 hours' written demand.

### 33 Liability of parties

If two or more parties are included within the same defined term in a Contract:

- (a) the Contract shall have separate operation in relation to each of them;
- (b) a liability or obligation of those persons under the Contract is a joint liability or obligation of all of them and a several liability or obligation of each of them; and
- (c) a right given to those parties under the Contract is a right given severally to each of them.

### 34 Severance

- (a) If any provision of a Contract is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
- (b) If any part of a Contract is invalid or unenforceable, that part is deleted and the remainder of the Contract remains effective.

### 35 Variation of Contract

- (a) The Purchaser agrees that these Conditions may be varied, added to, or amended by an authorised officer of the Company at any time by written notice to the Purchaser. The amended Conditions will thereafter apply to each Order placed by the Purchaser unless the Purchaser gives the Company written notice in advance of placing a further Order. For the avoidance of doubt, this clause does not operate to permit the Company to vary the terms of any existing Contract of which these Conditions may form part.
- (b) Any proposed variation to the Contract by the Purchaser must be requested in writing. The Company may refuse any such request without providing reasons either orally or in writing.
- (c) Except as these Conditions expressly provide, variations requested by a party will only be binding upon the parties if they are made by the parties in writing.

### 36 Entire agreement

- (a) The Purchaser warrants that if they have entered into a Contract in reliance upon any oral understanding or representation that they have written such matters in the Contract and brought them to the Company's attention.
- (b) Otherwise, the Contract constitutes the entire agreement between the parties relating in any way to its subject matter, unless agreed to otherwise by the Company and the Purchaser in writing. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of a Contract are merged in a Contract and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of a Contract or constitutes any collateral agreement, warranty or understanding.