

## Collett Bros. Investment Pty Ltd T/A Safetylyne – Terms & Conditions of Trade

1. **Definitions**
  - 1.1 "Company" shall mean Collett Bros. Investment Pty Ltd T/A Safetylyne its successors and assigns or any person acting on behalf of and with the authority of Collett Bros. Investment Pty Ltd T/A Safetylyne.
  - 1.2 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by the Company to the Client.
  - 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
  - 1.4 "Goods" shall mean Goods supplied by the Company to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Company to the Client.
  - 1.5 "Services" shall mean all Services supplied by the Company to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
  - 1.6 "Equipment" shall mean Equipment supplied on hire by the Company to the Client (and where the context so permits shall include any supply of services) and is as described on the invoices, quotation, authority to hire, or any other work authorisation forms as provided by the Company to the Client.
  - 1.7 "Price" shall mean the price payable for the Goods as agreed between the Company and the Client in accordance with clause 4 of this contract.
2. **The Commonwealth Trade Practices Act 1974 ("TPA") and Fair Trading Acts ("FTA")**
  - 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
3. **Acceptance**
  - 3.1 Any instructions received by the Company from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by the Company shall constitute acceptance of the terms and conditions contained herein.
  - 3.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
  - 3.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of the Company.
  - 3.4 The Client shall give the Company not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any 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 address, facsimile number, or business practice). The Client shall be liable for any loss incurred by the Company as a result of the Client's failure to comply with this clause.
  - 3.5 Goods are supplied by the Company only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.
  - 3.6 These terms and conditions shall govern the contract between the Company and the Client for the supply of Goods/Services and are meant to be read in conjunction with the following Health and Safety Documents:
    - (a) Safe Work Methods Statement (SWMS); and
    - (b) Job Safety Analysis (JSA).
4. **Price And Payment**
  - 4.1 At the Company's sole discretion the Price shall be either:
    - (a) as indicated on invoices provided by the Company to the Client in respect of Goods supplied; or
    - (b) the Company's quoted Price (subject to clause 4.2) which shall be binding upon the Company provided that the Client shall accept the Company's quotation in writing within thirty (30) days or within the time period expressly stated on the quotation.
  - 4.2 The Company reserves the right to change the Price in the event of a variation to the Company's quotation. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of increases to the Company in the cost of materials and labour or as a result of an adjustment to the quantities as required by the Client) will be charged for on the basis of the Company's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
  - 4.3 At the Company's sole discretion a non refundable deposit may be required.
  - 4.4 The Company may submit a detailed payment claim at intervals not less than fourteen (14) days for work performed up to the end of each fortnightly period. The value of work so performed shall include the reasonable value of authorised variations and the value of materials delivered to the site but not yet installed.
  - 4.5 At the Company's sole discretion:
    - (a) payment shall be due on delivery of the Goods; or
    - (b) payment shall be due before delivery of the Goods; or
    - (c) payment for approved Clients shall be made by instalments in accordance with the Company's payment schedule.
  - 4.6 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
  - 4.7 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to two and one half percent (2.5%) of the Price), or by direct credit, or by any other method as agreed to between the Client and the Company.
  - 4.8 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
5. **Delivery Of Goods**
  - 5.1 At the Company's sole discretion delivery of the Goods shall take place when:
    - (a) the Client takes possession of the Goods at the Company's address; or
    - (b) the Client takes possession of the Goods at the Client's nominated address (in the event that the Goods are delivered by the Company or the Company's nominated carrier).
  - 5.2 At the Company's sole discretion the costs of packaging and delivery are:
    - (a) included in the Price; or
    - (b) in addition to the Price; or
    - (c) for the Client's account.
  - 5.3 The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Company shall be entitled to charge a reasonable fee for redelivery.
  - 5.4 The Company reserves the right to make a reasonable charge for storage if delivery instructions are not provided by the Client within fourteen days of a request by the Company for such instructions. The Company may charge for storage from the first day after the Company requests the Client to provide delivery instructions.
  - 5.5 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
  - 5.6 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
  - 5.7 The Client shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that:
    - (a) such discrepancy in quantity shall not exceed five percent (5%); and
    - (b) the Price shall be adjusted pro rata to the discrepancy.
  - 5.8 The failure of the Company to deliver shall not entitle either party to treat this contract as repudiated.
  - 5.9 The Company shall not be liable for any loss or damage whatsoever due to failure by the Company to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of the Company.
6. **Risk**
  - 6.1 If the Company retains ownership of the Goods nonetheless, all risk for the Goods passes to the Client on delivery.
  - 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Company is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Company is sufficient evidence of the Company's rights to receive the insurance proceeds without the need for any person dealing with the Company to make further enquiries.
  - 6.3 Where the Client expressly requests the Company to leave Goods outside the Company's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk and it shall be the Client's responsibility to ensure the Goods are insured adequately or at all.
  - 6.4 The Client shall be liable for any loss or damage whatsoever caused in the event that the Goods are fitted, serviced or operated incorrectly, or adapted for use other than the purpose that the Goods were intended for, or any part thereof however arising.
  - 6.5 The Client warrants that all specifications, particulars, dimensions and other information submitted to the Company are accurate and sufficient to properly enable the Company to provide the quotation and/or provide supply the Goods. The Client shall make available to the Company all information, documents and other particulars relating to the Client's requirements as are requested by the Company. The Client agrees to indemnify the Company from any loss or damage howsoever arising from the provision of incorrect data to the Company.
  - 6.6 The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of the contract of sale of the Goods or of the descriptions applied to the Goods.
  - 6.7 Any performance figures given by the Company are estimates only. The Company is under no liability for damages for failure of the goods to attain such figures unless specifically guaranteed in writing. Any such written guarantees are subject to the recognised tolerances applicable to such figures.
7. **Damages**
  - 7.1 The Client shall ensure that the Company has clear and free access to the work site at all times to enable them to undertake the works. The Company shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Company.
8. **Title**
  - 8.1 The Company and the Client agree that ownership of the Goods shall not pass until:
    - (a) the Client has paid the Company all amounts owing for the particular Goods; and
    - (b) the Client has met all other obligations due by the Client to the Company in respect of all contracts between the Company and the Client.
  - 8.2 Receipt by the Company of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Company's ownership or rights in respect of the Goods shall continue.
  - 8.3 It is further agreed that:
    - (a) where practicable the Goods shall be kept separate and identifiable until the Company shall have received payment and all other obligations of the Client are met; and
    - (b) until such time as ownership of the Goods shall pass from the Company to the Client the Company may give notice in writing to the Client to return the Goods or any of them to the Company. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
    - (c) the Company shall have the right of stopping the Goods in transit whether or not delivery has been made; and
    - (d) if the Client fails to return the Goods to the Company then the Company or the Company'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 Goods are situated and take possession of the Goods; and
    - (e) the Client is only a bailee of the Goods and until such time as the Company has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Client owes to the Company for the Goods, on trust for the Company; and
    - (f) the Client shall not deal with the money of the Company in any way which may be adverse to the Company; and
    - (g) the Client shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Company; and
    - (h) the Company can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Client; and
    - (i) until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that the Company will be the owner of the end products.
9. **Defects**
  - 9.1 The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Company an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Company has agreed in writing that the Client is entitled to reject, the Company's liability is limited to either (at the Company's discretion) replacing the Goods or repairing the Goods except where the Client has acquired Goods as a consumer within the meaning of the Trade Practices Act 1974 (Cwlth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.
10. **Returns**
  - 10.1 Returns will only be accepted provided that:
    - (a) the Client has complied with the provisions of clause 9.1; and
    - (b) the Company has agreed in writing to accept the return of the Goods; and
    - (c) the Goods are returned at the Client's cost within seven (7) days of the delivery date; and
    - (d) the Company will not be liable for Goods which have not been stored or used in a proper manner; and
    - (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
  - 10.2 The Company may (at their sole discretion) accept the return of Goods for credit or exchange but this may incur a handling fee of up to twenty percent (20%) of the value of the returned Goods plus any freight costs.
  - 10.3 Non-stocklist items or Goods made to the Client's specifications are under no circumstances acceptable for credit or return.
11. **Warranty**
  - 11.1 Subject to the conditions of warranty set out in clause 11.2 the Company warrants that;
    - (a) if any defect in any workmanship of the Company becomes apparent and is reported to the Company within twelve (12) months of the date of delivery (time being of the essence) then the Company will either (at the Company's sole discretion) replace or remedy the workmanship; or
    - (b) if any defect in any Goods manufactured by the Company becomes apparent and is reported to the Company within five (5) years of the date of delivery (time being of the essence) then the Company will either (at the Company's sole discretion) replace or remedy the defective Goods.
  - 11.2 The conditions applicable to the warranty given by clause 11.1 are:
    - (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

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- (i) failure on the part of the Client to properly maintain any Goods; or
- (ii) failure on the part of the Client to perform the required annual recertification and maintenance inspection; or
- (iii) failure on the part of the Client to follow any instructions or guidelines provided by the Company; or
- (iv) any use of any Goods otherwise than for any application specified on a quote or order form; or
- (v) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
- (vi) fair wear and tear, any accident or act of God.
- (b) the warranty shall cease and the Company shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Company's consent.
- (c) in respect of all claims the Company shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.
- 11.3 For Goods not manufactured by the Company, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Company shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 11.4 The conditions applicable to the warranty given on Goods supplied by the Company are contained on the "Certificate of Warranty" that will be supplied with the Goods.
- 12. Intellectual Property**
- 12.1 Where the Company has designed, drawn or written Goods for the Client, then the copyright in those designs and drawings and documents shall remain vested in the Company, and shall only be used by the Client at the Company's discretion.
- 12.2 The Client warrants that all designs or instructions to the Company will not cause the Company to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Company against any action taken by a third party against the Company in respect of any such infringement.
- 12.3 The Client hereby authorises the Company to utilise images of the Goods designed or drawn by the Company in advertising, marketing, or competition material by the Company.
- 13. Default & Consequences of Default**
- 13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at the Company's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 13.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by the Company.
- 13.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including legal costs on a solicitor and own client basis and the Company's collection agency costs.
- 13.4 Without prejudice to any other remedies the Company may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. The Company will not be liable to the Client for any loss or damage the Client suffers because the Company has exercised its rights under this clause.
- 13.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of one hundred dollars (\$100.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 13.6 Without prejudice to the Company's other remedies at law the Company shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Company shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to the Company becomes overdue, or in the Company'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.
- 14. Security And Charge**
- 14.1 Despite anything to the contrary contained herein or any other rights which the Company 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 the Company or the Company's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Company (or the Company's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- (b) should the Company elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Company from and against all the Company's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Company or the Company's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 14.1.
- 15. Dispute Resolution**
- 15.1 If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:
- (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
- (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
- 16. Compliance with Laws**
- 16.1 The Client and the Company shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works.
- 16.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the works.
- 16.3 The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
- 17. Cancellation**
- 17.1 The Company may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Company shall repay to the Client any sums paid in respect of the Price. The Company shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 17.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by the Company (including, but not limited to, any loss of profits) up to the time of cancellation.
- 17.3 Cancellation of orders for Goods made to the Client's specifications or non-stocklist items will definitely not be accepted, once production has commenced.
- 18. Privacy Act 1988**
- 18.1 The Client and/or the Guarantor/s (herein referred to as the Client) agree for the Company to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by the Company.
- 18.2 The Client agrees that the Company may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the 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 creditworthiness of the Client.
- The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 18.3 The Client consents to the Company being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 18.4 The Client agrees that personal credit information provided may be used and retained by the Company for the following purposes (and for other purposes as shall be agreed between the Client and Company or required by law from time to time):
- (a) the provision of Goods; and/or
- (b) the marketing of Goods by the Company, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the 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.
- 18.5 The Company 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;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 18.6 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 the Company 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 the Company, 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 the Company has been paid or otherwise discharged.
- 19. Equipment Hire**
- 19.1 The Equipment shall at all times remain the property of the Company and is returnable on demand by the Company. In the event that the Equipment is not returned to the Company in the condition in which it was delivered the Company retains the right to charge the Price of repair or replacement of the Equipment.
- 19.2 The Client shall:
- (a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to lien over the Equipment.
- (b) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment.
- (c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by the Company to the Client.
- 19.3 The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self insure, the Company's interest in the Equipment and agrees to indemnify the Company against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
- 20. Building and Construction Industry Payments Act 2004**
- 20.1 At the Company's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Payments Act 2004 may apply.
- 20.2 Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.
- 21. General**
- 21.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
- 21.3 The Company 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 the Company of these terms and conditions.
- 21.4 In the event of any breach of this contract by the Company the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
- 21.5 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 the Company nor to withhold payment of any invoice because part of that invoice is in dispute.
- 21.6 The Company may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 21.7 The Client agrees that the Company may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Company notifies the Client of such change.
- 21.8 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.
- 21.9 The failure by the Company to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Company's right to subsequently enforce that provision.