

EXISTCO SERVICES AND EQUIPMENT PURCHASE TERMS AND CONDITIONS

1. Definitions and interpretation

1.1. Definitions

Confidential Information means information that is by its nature confidential but does not include:

- (a) information already known to the receiving party at the time of disclosure by the other party; or
- (b) information in the public domain other than as a result of disclosure by a party in breach of its obligations of confidentiality under these terms and conditions.

Customer means any person who purchases equipment from the Supplier.

Delivery means the deposit by the Supplier of the Equipment at the Delivery Site.

Delivery Date means the date specified for Delivery of the Equipment in the Quote.

Delivery Site means the site specified in the Quote for the deposit of the Equipment on the Delivery Date.

Equipment means the equipment specified in the Quote and includes the operating manual specified in the Quote and the operating specifications set out in the Quote.

GST means:

- (a) the same as in the GST Law;
- (b) any other goods and services tax, or any tax applying to these terms and conditions in a similar way; and
- (c) any additional tax, penalty tax, fine, interest or other charge under a law of such a tax.

GST Law means the same as "GST law" in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Installation means the installation of the Equipment at the Installation Site.

Installation Date means the date specified in the Quote for Installation of the Equipment.

Installation Site means the site specified in the Quote where the Installation of the Equipment is to be effected.

Price means the price of Equipment as specified in the Quote.

Quote means the quote provided by the Supplier for the purchase of equipment.

Supplier means Existco PTY LTD (ACN 108 989 180) of 3 Weir Road, Malaga, Western Australia, 6090

1.2. Interpretation

Words importing the singular include the plural and vice versa and words importing one gender will include all other genders. Headings are for ease of reference only and will not affect the interpretation of these terms and conditions.

2. Site preparation

- (a) The Customer must prepare the Delivery Site in accordance with the specifications contained in the Quote or otherwise at the direction of the Supplier.
- (b) The Supplier may refuse to deliver the Equipment if the Delivery Site has not been prepared in accordance with the preceding paragraph.
- (c) The Customer must fully indemnify the Supplier for direct or indirect costs arising out of a delay caused by the circumstances described in the preceding paragraph, save that the Supplier will be deemed to have approved the site if it does not carry out an inspection of the site prior to Delivery of the Equipment.

3. Delivery

- (a) The Supplier will deliver the Equipment on the date or during the period specified in the Quote as the Delivery Date.
- (b) Delivery will be effected at the Delivery Site.
- (c) If Delivery is delayed for a period in excess of 30 days from the Delivery Date, the Supplier will fully indemnify the Customer for any costs, direct or indirect, arising out of the delay in Delivery.
- (d) If Delivery has not been effected after 90 days from the specified Delivery Date, the Customer may at its option extend the time for Delivery or treat the failure to deliver as a Terminating Event.
- (e) If the Customer is unable to accept Delivery on the Delivery Date, it must fully indemnify the Supplier for direct or indirect costs incurred by the subsequent delay in Delivery. If the Customer's inability or refusal to accept Delivery extends for a period in excess of 7 days beyond the Delivery Date, the Supplier will have the option of treating the non-delivery as a Terminating Event.

4. Installation

- (a) The Supplier will install the Equipment at the Installation Site.
- (b) Installation will be completed by the Installation Date.

- (c) The Customer must provide the Supplier with all reasonable assistance and access to facilities to enable the Supplier to comply with its obligations under this clause.

5. Acceptance testing

- (a) Upon completion of Installation, the Supplier will test the Equipment and ensure its operation conforms with the operating specifications described in the Quote.
- (b) The Supplier will ensure that the Equipment conforms with the operating specifications referred to in clause 5(a) within 2 days of Installation.
- (c) If the Equipment fails to conform with the operating specifications within the period prescribed in clause 5(b) the Customer will grant the Supplier a further period of 5 days in which to rectify the defect.
- (d) If, after the period prescribed in clause 5(c), the Equipment still does not satisfy the operating specifications the Customer may at its option extend the test period or treat the failure to satisfy the specifications as a Terminating Event.
- (e) The Equipment will be deemed to be accepted if it satisfies the test specifications during any of the periods referred to in clauses 5(b), 5(c) and 5(d).

6. Training

- (a) The Supplier may provide the Customer with training in the use of the Equipment.
- (b) The training referred to in clause 6(a) will be extended to such number of personnel specified in the Quote and will take place at the location specified in the Quote, for the minimum number of hours specified in the Quote and within the period of time following Installation as nominated by the Quote.

7. The Equipment

The Equipment will conform to the description and operating specifications prescribed in the Quote. No substitution or modification will be made without the written consent of the Customer.

8. Operating manual

The Supplier will provide the Customer with a copy of the operating manual specified in the Quote. The Supplier warrants that the operating manual will be adequate for the purpose of enabling the Customer to operate the Equipment in a manner reasonably contemplated by the parties.

9. Price

- (a) The Customer must pay to the Supplier the Price specified in the Quote.
- (b) The Customer must pay the Supplier 50% of the Price upon acceptance of the Quote, and the remainder of the Price upon Delivery of the Equipment.

- (c) The Price is exclusive of all taxes, duties or surcharges relevant to these terms and conditions or to the Equipment, its Delivery or Installation.
- (d) Payment of each installment must be made within 7 days of the due date. If payment is not made in accordance with this clause, the Supplier may charge interest at an annual rate of 12%, accrued daily. If payment is not made within 30 days of the due date, the Supplier may grant a further extension of time for payment or, at its option, treat the failure to pay as a Terminating Event.
- (e) If the Customer disputes the whole or any part of the amount claimed in an invoice submitted by the Supplier pursuant to these terms and conditions, the Customer must pay the undisputed portion on the due date. The dispute regarding the remainder may be referred to the dispute resolution procedure prescribed by these terms and conditions. If it is subsequently resolved that a further amount is payable, the Customer must pay that amount together with interest at the rate of 5% per annum, accrued daily.
- (f) Words defined in the GST Law have the same meaning in this clause, unless the context makes it clear that a different meaning is intended.
- (g) In addition to paying the Price and any other amount payable or in connection with these terms and conditions (which is exclusive of GST), the Customer must:
 - (i) pay to the Supplier an amount equal to any GST payable from any supply by the Supplier in respect of which the Price or any other amount is payable under these terms and conditions; and
 - (ii) make such payment on the date when the Price or other amounts to which it relates is due.
- (h) The Supplier must, within 7 days of request from the Customer, issue a tax invoice (or an adjustment note) to the Customer for any supply under or in connection with these terms and conditions.
- (i) The Supplier will promptly create an adjustment note for (and apply to the Commissioner of Taxation for) a refund, and refund to the Customer, any overpayment by the Customer for GST but the Supplier need not refund to the Customer any amount for GST paid to the Commissioner of Taxation unless the Supplier has received a refund or credit for that amount.

10. Title

- (a) Title in the Equipment will pass to the Customer upon payment of the balance of the purchase Price.
- (b) The Customer acknowledges that the Supplier may register a financing statement in relation to its security interest in the Equipment.
- (c) The Customer is taken to waive its right under section 157 of the Personal Property Securities Act 2009 (Cth) (Personal Property Securities Act) to receive notice of any

verification statement relating to the registration of any such financing statement or any related financing change statement.

- (d) The Customer is taken to undertake that, if it disposes of any collateral (being the Equipment, proceeds and any other product or mass that the Equipment may be or become part of), that it will receive proceeds at least equal to the market value of the collateral, and that it will not allow any other security interest to exist over those proceeds if that security interest could rank ahead of the Supplier's security interest. If such a security interest does arise despite the previous sentence, the Customer must ensure that it receives cash proceeds for the collateral at least equal to the market value of the collateral and must immediately pay those proceeds to the Supplier in reduction of the amount owing.
- (e) The Supplier can apply amounts it receives from the Customer towards amounts owing to it in such order as the Supplier chooses.
- (f) If the Customer defaults in the timely performance of any obligation owed to the Supplier, the Supplier may repossess the collateral and otherwise enforce its security interest in the collateral. The Supplier, for that purpose, may enter any premises occupied by the Customer and remove the collateral, including by detaching the Equipment from any other products to which they may be attached, or by detaching Equipment from any land to which they may be fixed.
- (g) To the extent that chapter 4 of the Personal Property Securities Act would otherwise apply to an enforcement by the Supplier of its security interest in the collateral, the parties agree that the following provisions of the Personal Property Securities Act do not apply, to the extent the Personal Property Securities Act allows them to be excluded:
 - (i) enforcement methods — sections 125 (Obligation to dispose of or retain collateral), 129(2) and (3) (Disposal by purchase), 134(2) (Proposal of secured party to retain collateral) and 137 (Persons entitled to notice may object to proposal);
 - (ii) notices — sections 130 (Notice of disposal of collateral), 132 (Secured party to give statement of account), 135 (Notice of retention of collateral) and 136(5) (Retaining collateral free of interests); and
 - (iii) rights to remedy — sections 142 (Entitled persons may redeem collateral) and 143 (Entitled persons may reinstate security agreement).
- (h) The Customer must promptly do anything the Supplier requires to ensure that its security interest is a perfected security interest and has priority over all other security interests.
- (i) Nothing in this clause is limited by any other provision of any other agreement between the Supplier and the Customer. Nothing in this clause limits the Supplier's rights or the Customer's obligations apart from under this clause.
- (j) This clause survives the termination of any contract into which these conditions are incorporated.

11. Risk

Risk of loss or damage to the Equipment will pass to the Customer upon Delivery.

12. Warranties

- (a) The Supplier warrants that the Equipment is newly manufactured and is free of any defects in materials and workmanship.
- (b) The Supplier will rectify, at its own expense, any defect in the Equipment which is notified by the Customer within a period of 5 days after acceptance and which defect renders the Equipment unsuitable for the ordinary use contemplated by the Customer.
- (c) The Supplier warrants that any replacement parts provided to the Customer pursuant to clause 12(b) are newly manufactured and are free from defects in materials and workmanship. If the replacement parts are found to be defective during a period of 90 days after Installation of those parts, they will be rectified or replaced at the Supplier's expense.
- (d) The Supplier will not be liable for defects resulting from improper use of the Equipment, whether by the Customer or by a third party.

13. Copyright and Intellectual Property

- (a) The Website, the Purchase Services and all of the related products of Existco PTY LTD are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the website (including text, graphics, logos, button icons, video images, audio clips and software) (**Content**) are owned or controlled for these purposes, and are reserved by Existco PTY LTD or its contributors.
- (b) Existco PTY LTD retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer to you:
 - (a) the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of Existco PTY LTD; or
 - (b) the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
 - (c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).
- (c) You may not, without the prior written permission of Existco PTY LTD and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party content for any purpose. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

14. Termination

- (a) For the purpose of this clause, each of the following is a Terminating Event:
 - (i) the breach or threatened breach by either party of any of its material obligations under these terms and conditions;
 - (ii) the appointment of any type of insolvency administrator in respect of the property or affairs of either party;
 - (iii) the entry or proposed entry by either party into any scheme, composition or arrangement with any of its creditors;
 - (iv) the merger with or the takeover of either party by another person; and
 - (v) any event described in these terms and conditions as a Terminating Event.
- (b) Subject to clause 13(c), these terms and conditions may be terminated immediately upon the happening of a Terminating Event at the option of the affected party.
- (c) If the Terminating Event is one specified in clauses 13(a)(i) – 13(a)(v), the affected party must give to the other party notice of the happening of that event and require the breach to be remedied or a written undertaking to be given that the breach will not occur, as the case may be. If the breach is not remedied or the undertaking not given (as the case may be) within 14 days, the affected party may agree to waive or suspend its rights under this clause at its sole discretion.
- (d) Neither party will be liable for the consequences of an occurrence of any event beyond its reasonable control.
- (e) Nothing in this clause affects the right of the terminating party to pursue any other remedy available to it at law arising out of the Terminating Event, subject where applicable to any cap on, or exclusion of, liability set out in these terms and conditions.

15. Privacy

Existco PTY LTD takes your privacy seriously and any information provided through your use of the Website and/or the Purchase Services are subject to Existco PTY LTD's Privacy Policy, which is available on the Website www.existco.com.au.

16. Confidentiality

- (a) A party will not, without the prior written approval of the other party, disclose the other party's Confidential Information.
- (b) A party will not be in breach of clause 14(a) in circumstances where it is legally compelled to disclose the other party's Confidential Information.
- (c) Each party will take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of these terms and conditions, do not make public or disclose the other party's Confidential Information.
- (d) Despite any other provision of this clause, a party may disclose the terms of these terms and conditions (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants.
- (e) This clause will survive the termination of these terms and conditions.

17. Liability

Except in relation to liability for personal injury (including sickness and death), property damage or an infringement of confidentiality or intellectual property rights, and subject to any non-excludable statutory liability, the liability of the Supplier for damages in respect of any act or omission of the Supplier in connection with its obligations under these terms and conditions and the Quote will not exceed the amount (if any) specified in the Quote, even if the Supplier has been advised by the Customer as to the possibility of such losses being incurred.

18. Implied terms and consumer guarantees

- (a) Subject to clause 16(b), any condition or warranty which would otherwise be implied in these terms and conditions or the Quote is excluded.
- (b) Liability of the Supplier for breach of a guarantee conferred by the Australian Consumer Law (ACL) (other than those conferred by sections 51 to 53 of the ACL) is limited:
 - (i) in the case of goods, to any one of the following as determined by the Supplier:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired; and
 - (ii) in the case of services, to any one of the following as determined by the Supplier:
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.

19. Entire agreement

These terms and conditions supersede all prior agreements, arrangements and undertakings between the parties and, along with the Quote constitutes the entire agreement between the parties relating to the Equipment. No addition to or modification of any provision of these terms and conditions will be binding upon the parties unless made by written instrument signed by a duly authorised representative of the party.

20. Notices

All notices which are required to be given under these terms and conditions must be in writing and must be sent to the address of the recipient set out below or such other address as the recipient may designate by notice given in accordance with this clause. Any notice may be delivered by hand or by prepaid letter or email. Any such notice will be deemed to have been served when delivered (if delivered by hand) or 48 hours after posting (except by prepaid letter) or (if sent by email and unless agreed otherwise), when the email enters the recipient's mail server.

Supplier's email: sales@existco.com.au

Supplier's address: 3 Weir Road, Malaga, Western Australia, 6090

21. Assignment

Neither party will assign, whether in whole or part, the benefit of any equipment purchase agreement or any rights or obligations under these terms and conditions, without the prior written consent of the other party.

22. Law

These terms and conditions and the Quote will be governed by and construed in accordance with the laws for the time being in force in Western Australia and the parties agree to submit to the jurisdiction of the courts and tribunals of that Western Australia.

23. Variation

No variation of these terms and conditions or the Quote will be effective unless in writing and signed by both parties.

24. Waiver

No forbearance, delay or indulgence by a party in enforcing the provisions of these terms and conditions or the Quote will prejudice or restrict the rights of that party, nor will any waiver of those rights operate as a waiver of any subsequent breach.

25. General Disclaimer

- (a) You acknowledge that Existco PTY LTD does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided for pursuant to these Terms.
- (b) Existco PTY LTD will make every effort to ensure a Product is accurately depicted on the Website, however, you acknowledge that sizes, colours and packaging may differ from what is displayed on the Website.
- (c) Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (d) Subject to this clause, and to the extent permitted by law:
 - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
 - (ii) Existco PTY LTD will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (e) Use of the Website, the Purchase Services, and any of the products of Existco PTY LTD (including the Delivery Services), is at your own risk. Everything on the Website, the Purchase Services, and the Products of Existco PTY LTD, are provided to you on an "as is"

and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of Existco PTY LTD (including any third party where the Delivery Services are made available to you) make any express or implied representation or warranty about its Content or any products or Purchase Services (including the products or Purchase Services of Existco PTY LTD) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (ii) the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products (including third party material and advertisements on the Website);
- (iii) costs incurred as a result of you using the Website, the Purchase Services or any of the Products;
- (iv) the Content or operation in respect to links which are provided for the User's convenience;
- (v) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
- (vi) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

26. Limitation of Liability

- (a) Existco PTY LTD's total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase Price, then the total liability of Existco PTY LTD is the resupply of information or Purchase Services to you.
- (b) You expressly understand and agree that Existco PTY LTD, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- (c) Existco PTY LTD is not responsible or liable in any manner for any site content (including the Content and Third Party Content) posted on the Website or in connection with the Purchase Services, whether posted or caused by users of the website of Existco PTY LTD, by third parties or by any of the Purchase Services offered by Existco PTY LTD.
- (d) You acknowledge that Existco PTY LTD does not provide the Delivery Services to you and you agree that Existco PTY LTD will not be liable to you for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising

out of or in connection with the Delivery Services.

27. Termination of Contract

- (a) The Terms will continue to apply until terminated by either you or by Existco PTY LTD as set out below.
- (b) If you want to terminate the Terms, you may do so by:
 - (i) notifying Existco PTY LTD at any time; and
 - (ii) closing your accounts for all of the Purchase Services which you use, where Existco PTY LTD has made this option available to you.
- (c) Your notice should be sent, in writing, to Existco PTY LTD via the 'Contact Us' link on our homepage.
- (d) Existco PTY LTD may at any time, terminate the Terms with you if:
 - (i) you have breached any provision of the Terms or intend to breach any provision;
 - (ii) Existco PTY LTD is required to do so by law;
 - (iii) the partner with whom Existco PTY LTD offered the Purchase Services to you has terminated its relationship with Existco PTY LTD or ceased to offer the Purchase Services to you;
 - (iv) Existco PTY LTD is transitioning to no longer providing the Purchase Services to Users in the country in which you are resident or from which you use the service; or
 - (v) the provision of the Purchase Services to you by Existco PTY LTD is, in the opinion of Existco PTY LTD, no longer commercially viable.
- (e) Subject to local applicable laws, Existco PTY LTD reserves the right to discontinue or cancel your membership to the Website at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Purchase Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Existco PTY LTD's name or reputation or violates the rights of those of another party.
- (f) When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Existco PTY LTD have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

28. Indemnity

- (a) You agree to indemnify Existco PTY LTD, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
 - (i) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;
 - (ii) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms;and/or

- (iii) any breach of the Terms.

29. Severability

Should any part of these terms and conditions or the Quote be or become invalid, that part will be severed from these terms and conditions. Such invalidity will not affect the validity of the remaining provisions of the agreement.

30. Dispute Resolution

30.1. Compulsory

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

30.2. Notice

A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

30.3. Resolution

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- (i) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (ii) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the A mediation body can be used to assist the parties to come to a mutual agreement through non-judicial means. Here is a list of accredited mediation bodies in Australia - msb.org.au/msb-member-list. Common choices include the Australian Mediation Association and the Resolution Institute. or his or her nominee;
- (iii) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (iv) The mediation will be held in Perth, Australia.

30.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

30.5. Termination of Mediation

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

31. Venue and Jurisdiction

The Purchase Services offered by Existco PTY LTD are intended to be used by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Western Australia, Australia.

32. Governing Law

The Terms are governed by the laws of Western Australia, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Western Australia Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

33. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.