

1. Definitions

- 1.1 "ACL" means the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) and its associated Regulations as amended.
- 1.2 "Agreement" means any agreement for the provision of Goods or Services by OSA to the Client.
- 1.3 "Client" means 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 OSA to the Client.
- 1.4 "Consumer" is as defined in the ACL and in determining if the Client is a consumer, the determination is made if the Client is a consumer under the Agreement.
- 1.5 "Goods" means any goods or products supplied by OSA to the Client under any contract, agreement or order or other forms provided by OSA to the Client and where the context so permits will include any supply of Services.
- 1.6 "Guarantor" means that person (or persons) who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.7 "Insolvency Event" means:
 - (a) in OSA's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, bankrupt or subject to external administration, 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), trustee in bankruptcy or similar person is appointed in respect of the Client or any asset of the Client;
- 1.8 "OSA" means Outdoor Sporting Agencies Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Outdoor Sporting Agencies Pty Ltd.
- 1.9 "PPSA" means the *Personal Property Securities Act 2009* (Cth) and its associated Regulations as amended;
- 1.10 "Price" means the Price payable for the Goods or Services.
- 1.11 "Services" means all services supplied by OSA to the Client (and where the context so permits will include any supply of Goods).
- 1.12 "Terms" means these Terms & Conditions of Trade
- 1.13 "Trigger Event" means an event where:
 - (a) the Client's Credit Limit or the total amount owing by the Client to OSA (irrespective of the Credit Limit) exceeds \$100,000; or
 - (b) the Client defaults in payment by the due date of any amount payable to OSA and such default is not remedied in full within 60 days.

2. The ACL

- 2.1 Nothing in the Terms is intended to have the effect of excluding, restricting, or modifying any applicable provisions of the ACL or any State or Territory legislation applicable to the sale of goods or supply of service which cannot be excluded, restricted or modified.
- 2.2 Where the Client buys Goods as a consumer, these Terms will be subject to any laws or legislation governing the rights of Consumers and will not affect the Consumer's statutory rights.

3. Acceptance

- 3.1 These Terms apply exclusively to every Agreement.
- 3.2 Any instructions received by OSA from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by OSA will constitute acceptance of the Agreement.
- 3.3 Where there is more than one Client, the Clients will be jointly and severally liable for all payments of the Price.
- 3.4 Upon acceptance of the Agreement by the Client the Terms are binding on the Client and can only be amended by the Client with the prior written consent of OSA.
- 3.5 Where the Client has an approved credit account with OSA, the Client must obtain OSA's prior written consent to (which may be granted or withheld by OSA in OSA's absolute discretion) any proposed change in the majority ownership or control of the Client. The Client must also give OSA not less than fourteen (14) days prior written notice of 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 will be liable for any loss incurred by OSA as a result of the Client's failure to comply with this clause.

- 3.6 Goods are supplied by OSA only on these Terms and, unless otherwise agreed in writing by OSA, these Terms apply to every order placed by the Client. The Client expressly acknowledges and agrees that these Terms replace and apply to the exclusion of any terms and conditions contained in any purchase order or other document issued by the Client.
- 3.7 OSA is entitled to refuse to accept an order from the Client if there are any outstanding moneys owing by the Client to OSA.

4. Price and Payment

- 4.1 At OSA's sole discretion the Price will be either:
 - (a) as indicated on invoices provided by OSA to the Client in respect of Goods supplied; or
 - (b) OSA's Price at the date of delivery of the Goods according to OSA's current pricelist; or
 - (c) OSA's quoted Price (subject to clause 4.2) which will be binding upon OSA provided that the Client accepts OSA's quotation in writing within thirty (30) days.
 - 4.2 With respect to a quotation, OSA reserves the right to change the Price specified in a quotation if there is any variation requested to the quotation (including, but not limited to, any variation in the quantity of Goods to be supplied, the delivery address, proposed delivery date or the addition or removal of Goods from the quotation) or if there are changes beyond the control of OSA for example, as a result of fluctuations in currency exchange rates or supplier price increases. All variations will be charged for on the basis of OSA's quotation and will be shown as variations on the invoice.
 - 4.3 Subject to clause 4.5, payment of the Price must be made in cleared funds to OSA by cheque, bank cheque, credit card, direct debit or other method agreed by OSA, prior to delivery.
 - 4.4 Payment by credit card will incur a fee equal to 1% of the transaction amount.
 - 4.5 If OSA has accepted and approved an application for commercial credit, at OSA's sole discretion, and granted the Client an approved credit limit, payment for approved Clients may be made within twenty-eight (28) days following the end of the month in which the goods are invoiced. Statements will be delivered monthly by email or facsimile. The Client acknowledges and agrees that OSA may vary or withdraw the approved credit limit of the Client at any time in its absolute discretion. The Client must not allow the balance of its account to exceed any approved credit limit and OSA may refuse to accept any order which may put the Client's account over the approved credit limit.
 - 4.6 Time for payment for the Goods will be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment will be due 14 days following the date of the invoice.
 - 4.7 GST and other taxes and duties that may be applicable will be added to the Price except when they are expressly included in the Price.
- ## 5. Delivery of the Goods
- 5.1 At OSA's sole discretion, delivery of the Goods will take place when the Client takes possession of the Goods at OSA's address.
 - 5.2 At OSA's sole discretion, the costs of delivery are in addition to the Price, excluding orders comprising dangerous goods equal to or greater than \$1,500.00 and/or general goods equal to or greater than \$1,000.00, exclusive of GST.
 - 5.3 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client.
 - 5.4 OSA may deliver the Goods by separate instalments. Each separate instalment will be invoiced and paid in accordance with the provisions in the Terms.
 - 5.5 The failure of OSA to deliver will not entitle either party to treat the Agreement as repudiated.

- 5.6 Any period or date for delivery of Goods or provision of Services stated by OSA is an estimate only.
- 5.7 OSA will use its reasonable endeavours to meet any estimated dates for delivery of the Goods but will not be liable for any loss or damage suffered by the Client or any third party for failure to meet any estimated date or to deliver the Goods at all, where due to circumstances beyond the control of the OSA.
- 5.8 If OSA cannot complete any delivery by any estimated date, it will use reasonable endeavours to complete the delivery within a reasonable time.
- 6. Returning of Goods**
- 6.1 Return of Goods to OSA, other than where otherwise expressly provided for in these Terms or at law, including, but not limited to, circumstances where the Client:
- changes their mind;
 - orders too many units of Goods; or
 - is unable to on-sell the Goods,
- will be at OSA's sole discretion (**Discretionary Return**).
- 6.2 Any request for a Discretionary Return must be submitted to OSA for approval prior to the Client returning the Goods.
- 6.3 If OSA agrees to a Discretionary Return, OSA may charge to the Client:
- an administration and re-stocking fee of up to 10% of the price paid by the Client for the Goods (excluding GST) that are being returned, to cover the costs of considering and processing the Discretionary Return and restocking the items. The amount of the administration and re-stocking fee will be determined by OSA and notified to the Client, having regard to the nature of the Discretionary Return and the Goods being returned; and
 - any delivery or shipping costs associated with returning the Goods to OSA,
- (jointly and severally the **Return Fees**) and the Client agrees that such Return Fees may be deducted by OSA from any amount owing to the Client with respect to the Discretionary Return.
- 6.4 Where the Client has unpaid amounts owing to OSA, whether with respect to the Client's credit account or otherwise, OSA may offset any amount owing to the Client with respect to the Discretionary Return against the amounts owing by the Client to OSA.
- 6.5 Unless otherwise agreed or specified by OSA, it is the Client's responsibility to return the Goods the subject of the approved Discretionary Return to the address specified by OSA in the return approval. The Client is responsible for ensuring that the Goods are securely packed for shipping and include all original packaging and accessories.
- 6.6 OSA will not process any refund associated with a Discretionary Return until the Goods have been received by OSA and OSA has confirmed that the Goods include all original packaging and accessories, are in resaleable condition and have not been used or damaged.
- 7. Custom Order Goods**
- 7.1 If the Client requests that OSA supply Goods which are made-to-order or any non-stocklist items (**Custom Order Goods**), the Client must complete OSA's custom order form (**Custom Order**) and submit it to OSA for approval and costing.
- 7.2 OSA is under no obligation to accept a request for a Custom Order. OSA will notify the Client whether it is able to accept and fill the Custom Order and if so, provide a quotation for the Custom Order for acceptance by the Client (**Custom Order Quotation**).
- 7.3 The Client acknowledges and accepts that the supply of Custom Order Goods may be subject to availability, including availability of materials required to create the Custom Order Goods (if applicable) and, if for any reason, the Custom Order Goods (or any materials required to create the Custom Order Goods) are not available, OSA reserves the right to decline the Client's request for Custom Order Goods.
- 7.4 The Client acknowledges and agrees that, at the time of acceptance of the Custom Order Quotation, a deposit equal to 30% of the total of the Custom Order Quotation must be paid by the Client to OSA (**Initial Deposit**) to secure the Custom Order.
- 7.5 The Client acknowledges and agrees that due to the nature of custom orders and the potential lack of re-saleability of the Custom Order Goods, OSA will suffer loss and damage if the Custom Order does not proceed after it has been accepted and accordingly, the Initial Deposit will only be refunded to the Client if the Custom Order Goods are unable to be supplied by OSA for any reason (other than due to the conduct of the Client) or the Customer Order is otherwise cancelled by OSA for any reason (other than due to the conduct of the Client). In all other circumstances, the Initial Deposit will be forfeited to OSA if the Custom Order is cancelled or unable to proceed.
- 8. Risk**
- 8.1 The risk in the Goods and all insurance responsibility for theft, damage or otherwise will pass to the Client immediately on the Goods being dispatched or taken from OSA's premises.
- 8.2 The Goods are sold to the Client on the basis that the Client has obtained all necessary licenses or permits under all relevant laws and regulations in relation to the Goods.
- 8.3 Where the Client expressly requests OSA to leave Goods outside OSA's premises for collection, then such Goods will be left at the Client's sole risk and it will be the Client's responsibility to ensure the Goods are insured adequately or at all.
- 8.4 The Client assumes all risk and liability for loss, damage or injury to persons or to property of the Client, or third parties arising out of the use, installation or possession of any of the Goods sold by OSA, unless recoverable from OSA on the failure of any statutory guarantee under the ACL.
- 8.5 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, OSA is entitled to receive all insurance proceeds payable for the Goods. The production of the Terms by OSA is sufficient evidence of OSA's rights to receive the insurance proceeds without the need for any person dealing with OSA to make further enquiries.
- 9. All Moneys Retention of Title**
- 9.1 OSA and the Client agree that the legal and equitable, title ownership and property in the Goods remains with OSA absolutely at all times until:
- OSA has been paid in full for all Goods purchased by the Client under all individual contracts, agreements or orders between OSA and the Client ; and
 - the Client has met all other obligations due by the Client to OSA in respect of the Agreement between OSA and the Client.
- 9.2 The Client is a trustee and bailee of the Goods and the proceeds received by or owed to the Client from the sale of the Goods and until such time as OSA has received payment in full of all amounts owing by the Client to OSA, then the Client must hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Client owes to OSA , on trust for OSA.
- 9.3 The trust and bailment referred to in clause 7.2 continues in relation to separate purchases of OSA's Goods delivered to the Client until the Price for the Goods under all individual contracts, agreements or orders between OSA and the Client have been paid in full.
- 9.4 The Client expressly acknowledges and agrees that OSA is not obliged or required to distinguish between Goods sold to the Client pursuant to invoices which remain unpaid and Goods sold to the Client pursuant to invoices which have been paid.
- 9.5 Where the Client does not make payment in respect of specific Goods, payment may be treated by OSA as having been made first in respect of Goods which have passed out of the possession of the Client and then in respect of whatever Goods are still in the possession of the Client, as OSA elects.
- 9.6 Receipt by OSA of any payment will not be deemed to be payment until that payment has been honoured, cleared or recognised and until then OSA's ownership or rights in respect of the Goods will continue.
- 9.7 It is further agreed that:
- until the Goods are paid for in full, the Client must not sell or supply any Goods to any person other than in its ordinary or usual course of business and in its capacity as fiduciary agent of OSA. Upon such sale occurring, the Client must hold such proceeds on trust for OSA in accordance with clause 7.2;
 - where practicable the Goods must be kept separate and identifiable until the Price for the Goods under all individual

contracts, agreements or orders has been paid in full and all other obligations of the Client are met;

- (c) until such time as ownership of the Goods passes from OSA to the Client, OSA may give notice in writing to the Client to return the Goods or any of them to OSA. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods will cease;
- (d) OSA has the right of stopping the Goods in transit whether or not delivery has been made;
- (e) if the Client fails to return the Goods to OSA, then OSA or OSA's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Goods are situated and take possession of the Goods and in doing so, the Client acknowledges and agrees that OSA will not be deemed to be relinquishing any of its rights as a creditor when exercising any of its rights as owner of the Goods under this clause 7.1 and OSA's security interest will continue in full force and effect;
- (f) the Client must not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of OSA;
- (g) OSA 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
- (h) until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that OSA will be the owner of the end products.

10. Liability

- 10.1 Except as the Terms specifically state, or as contained in any express warranty provided in relation to the Goods or Services, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or Services or any contractual remedy for their failure.
- 10.2 If the Client is a consumer nothing in these Terms restricts, limits or modifies the Client's rights or remedies against OSA for failure of a statutory guarantee under the ACL.
- 10.3 If the Client on-supplies the Goods to a consumer and:
 - (a) the Goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of OSA's liability to the Client;
 - (b) the Goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption, payment of any amount required under section 274 of the ACL is the absolute limit of OSA's liability to the Client;howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with the Goods or Services by the Client or any third party.
- 10.4 If Clause 10.1 or 10.3 do not apply, then other than as stated in the Terms or any written warranty statement OSA is not liable to the Client in any way arising under or in connection with the sale, installation, use of, storage or any other dealings with the Goods or Services by the Client or any third party.
- 10.5 Neither party is liable for any indirect or consequential losses or expenses suffered by the other party or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.
- 10.6 The Client acknowledges that:
 - (a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by OSA in relation to the goods or services or their use or application.
 - (b) it has not made known, either expressly or by implication, to OSA any purpose for which it requires the goods or services and it has the sole responsibility

of satisfying itself that the goods or services are suitable for the use of the Client.

- (c) OSA is not liable for any failure or defect in Goods produced to the specifications provided by the Client or Services by particular methods specified by the Client.
- (d) OSA is not liable for any incorrect or unsuitable application or use of the Goods by the Client.

10.7 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of Goods or the provision of Services which cannot be excluded, restricted or modified.

11. Personal Property Securities Act

- 11.1 Notwithstanding anything to the contrary contained in these Terms, the PPSA applies to these Terms.
 - 11.2 For the purposes of the PPSA:
 - (a) terms used in this clause that are defined in the PPSA have the same meaning as in the PPSA;
 - (b) these Terms are a security agreement and OSA has a Purchase Money Security Interest in all present and future Goods supplied by OSA to the Client and the proceeds from sale of the Goods;
 - (c) the security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Client at any particular time; and
 - (d) the Client must do whatever is necessary in order to give a valid security interest over the Goods which is able to be registered by OSA on the Personal Property Securities Register.
 - 11.3 The security interest arising under this clause attaches to the Goods when the Goods are collected or dispatched from OSA premises and not at any later time.
 - 11.4 Where permitted by the PPSA, the Client waives any rights to receive the notifications, verifications, disclosures, or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.
 - 11.5 OSA and the Client agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these Terms.
 - 11.6 To the extent permitted by the PPSA, the Client agrees that:
 - (a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Client or which place obligations on OSA will apply only to the extent that they are mandatory or OSA agrees to their application in writing; and
 - (b) where OSA has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.
 - 11.7 The Client must immediately upon OSA request:
 - (a) do all things and execute all documents necessary to give effect to the security interest created under this Agreement; and
 - (b) procure from any person considered by OSA to be relevant to its security position such agreements and waivers (including as equivalent to those above) as OSA may at any time require.
 - 11.8 OSA may allocate amounts received from the Client in any manner OSA determines, including in any manner required to preserve any Purchase Money Security Interest it has in Goods supplied by OSA.
 - 11.9 For the purposes of section 275(6) of the PPSA, the parties agree and undertake that these Terms and any information pertaining to the sale of Goods and details of the Goods will always be kept confidential. Neither party may disclose any information pertaining to these Terms or the sale of the Goods, except as otherwise required by law or that is already in the public domain.
- #### 12. Further Security and Charge
- 12.1 Despite anything to the contrary contained herein or any other rights which OSA may have howsoever:
 - (a) that upon the occurrence of a Trigger Event, the Client charges, for the purpose of securing payment to OSA of all amounts owing to OSA for all Goods purchased by the Client, all of the Client's present and after-acquired property in which the Client has rights and

agrees to sign or complete any further documents necessary to complete a registration of such security interest. The Client waives their rights under sections 123, 125, 126, 128, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA. The terms used in this clause have the same meaning as in the PPSA;

- (b) the preceding clause 12.1(a) is intended to operate as a springing security and does not come into force until a Trigger Event occurs. No terms in preceding clause 12.1(a) will be construed so as to have operation prior to the occurrence of a Trigger Event and for the purposes of section 588FL of the Corporations Act 2001 and all other purposes, preceding clause 12.1(a) comes into force on and after the occurrence of a Trigger Event.
- (c) should OSA elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client must indemnify OSA from and against all OSA's costs and disbursements including legal costs on a solicitor and own client basis.
- (d) the Client and/or the Guarantor (if any) hereby irrevocably nominate, constitute and appoint OSA and each of OSA's appointed directors (separately) as the Client's and/or Guarantor's true and lawful attorney with power to perform all necessary acts and sign all required documents to give effect to the provisions of this clause 12.1 or any other provision of these Terms or Credit Conditions. The Client and Guarantor authorise each attorney to exercise their powers under this power of attorney even the exercise of such powers may involve a "conflict transaction" (as defined in the Powers of Attorney Act 1998 (Qld)) or they have a personal interest in doing so.

13. Defects

- 13.1 The Client must inspect the Goods on delivery and, within 14 days of delivery (time being of the essence), notify OSA of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client must afford OSA 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 fails to comply with these provisions the Goods will be presumed to be free from any defect or damage. For defective Goods, which OSA has agreed in writing that the Client is entitled to reject, OSA's liability is limited to either (at OSA's discretion) replacing the Goods or repairing the Goods except where the Client has acquired Goods as a consumer within the meaning of the ACL 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.

14. Warranty

- 14.1 Subject to clause 10 and the requirements of the ACL:
- (a) for Goods not manufactured by OSA, the warranty will be the current warranty provided by the manufacturer of the Goods.
 - (b) OSA will 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.

15. Intellectual Property

- 15.1 Where OSA has designed, drawn or written Goods for the Client, then the copyright in those designs and drawings and documents will remain vested in OSA, and may only be used by the Client at OSA's discretion.
- 15.2 The Client warrants that all designs or instructions to OSA will not cause OSA to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify OSA against any action taken by a third party against OSA in respect of any such infringement.
- 15.3 The Client agrees that OSA may use any documents, designs, drawings or Goods created by OSA for the purposes of advertising, marketing, or entry into any competition.

16. Default and Consequences of Default

- 16.1 If the Client defaults in payment by the due date of any amount payable to OSA and such payment remains outstanding for 14 days, then all money which would become payable by the

Client to OSA at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Client, and OSA may, without prejudice to any of its other accrued or contingent rights:

- (a) charge the Client interest on any sum due at a rate equal to five per cent (5%) above the then current base rate of the Reserve Bank of Australia at the date the invoice was issued per calendar month for the period from the due date until the date of payment in full;
 - (b) charge the Client for, and the Client must indemnify OSA from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Agreement or to recover any Goods;
 - (c) cease or suspend supply of any further Goods and Services to the Client;
 - (d) by written notice to the Client, terminate any uncompleted Agreement with the Client;
 - (e) by written notice to the Client, terminate any credit account granted to the Client; and/or
 - (f) exercise any rights that OSA may have under any security and/or guarantee provided by either the Client or the Guarantor.
- 16.2 Without prejudice to any other remedies OSA may have, if at any time the Client is in breach of any obligation (including those relating to payment) OSA may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. OSA will not be liable to the Client for any loss or damage the Client suffers because OSA has exercised its rights under this clause.
- 16.3 Without prejudice to OSA's other remedies at law OSA will be entitled to cancel, vary or suspend any credit account or credit limit granted to the Client and/or cancel all or any part of any order of the Client which remains unfulfilled and, subject to any ipso facto laws to the contrary, all amounts owing to OSA will, whether or not due for payment, become immediately payable in the event that:
- (a) an Insolvency Event occurs;
 - (b) the Client ceases to carry on its current business or a material part of its current business, or threatens to do either of these things; or
 - (c) any event occurs which in the reasonable opinion of OSA is likely to adversely affect the ability of the Client to perform its obligations under these terms and conditions or any credit account granted to the Client.

17. Cancellation

- 17.1 OSA may cancel any Agreement to which these Terms apply or cancel delivery of Goods at any time before the Goods are delivered by giving reasonable written notice to the Client. On giving such notice OSA will repay to the Client any sums paid in respect of the Price. OSA will not be liable for any loss or damage whatsoever arising from such cancellation.
- 17.2 If the Client cancels delivery of Goods the Client will be liable for any loss incurred by OSA up to the time of cancellation.
- 17.3 Cancellation of orders for Goods made to the Client's specifications or non-stocklist items will not be accepted once the order has been processed.

18. Unpaid OSA's Rights

- 18.1 Where the Client has left any item with OSA for repair, modification, exchange or for OSA to perform any other Service in relation to the item and OSA has not received or been tendered the whole of the Price, or the payment has been dishonoured, OSA will have:
- (a) a lien on the item;
 - (b) the right to retain the item for the Price while OSA is in possession of the item;
 - (c) a right to sell the item.
- 18.2 The lien of OSA will continue despite the commencement of proceedings, or judgment for the Price having been obtained.

19. General

- 19.1 If any provision of these terms and conditions will be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

- 19.2 If any provisions of these terms and conditions are inconsistent with the PPSA, the PPSA will prevail to the extent of that inconsistency.
- 19.3 These Terms and any Agreement to which they apply will be governed by the laws of Victoria and are subject to the jurisdiction of the courts of Victoria.
- 19.4 In the event of any breach of this contract by OSA the remedies of the Client will be limited to damages which under no circumstances will exceed the Price of the Goods unless required otherwise by the ACL.
- 19.5 The Client is not entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by OSA nor to withhold payment of any invoice because part of that invoice is in dispute.
- 19.6 OSA may license or sub-contract all or any part of its rights and obligations without the Client's consent.