

FLAVELL MANAGEMENT & INDUSTRIAL SERVICES PTY LTD

TRADING AS FM INSULATION SUPPLIES ABN 90 067 287 307

Terms and Conditions of Trade

These are the Terms and Conditions applicable to any person, company, entity, or party placing a purchase order, quote, or other request for the supply of goods and services by Flavell Management & Industrial Services Pty Limited. Unless otherwise as expressly agreed, these Terms and Conditions will apply notwithstanding any provisions to the contrary that appears on any purchase order, quote, request, or other document issued by Flavell Management & Industrial Services Pty Limited.

1. Definitions and Interpretations

1.1. In these Terms and Conditions, the following terms have the following meaning:

- (a) **Application for Credit** means the credit application document provided to the Customer by FM Insulation Supplies.
- (b) **Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Commonwealth).
- (c) **Business Day** means the day on which banks are open for general banking business in New South Wales (not being Saturday, Sunday or public holiday in New South Wales).
- (d) **Consumer** has the same meaning as in the Australian Consumer Law.
- (e) **Customer** means the party (or parties) named on any quote, purchase order, order form, instruction, or request received by FM Insulation Supplies with respect to the purchase of Goods and Services from FM Insulation Supplies.
- (f) **Force Majeure** means anything beyond the control of a party or in consequence of which prevents a party from performing its obligations and includes but is not limited to strike, lockdowns, government orders, trade disputes, fire, accidents, supply, import and adverse weather conditions.
- (g) **Goods** mean any goods supplied by FM Insulation Supplies to the Customer.
- (h) **Group Companies** means any related entity of FM Insulation Supplies as defined in the *Corporations Act 2001* (Cth).
- (i) **GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth).
- (j) **Price** means the cost of the Goods and Services as invoiced by FM Insulation Supplies to the Customer subject to any variations, additional costs, or amendments made pursuant to these Terms and Conditions.
- (k) **Purchase Monies Securities Interest or PMSI** has the same meaning as given in section 14 of the *Personal Properties and Securities Act* as amended from time to time.
- (l) **Quotation** means any document issued by FM Insulation Supplies outlining its estimate of the costs to provide the Goods and/or Services.
- (m) **Seller or FM Insulation Supplies** means Flavell Management & Industrial Services Pty Limited (ABN 90 067 287 307) and its successors and assigns.

(n) **Services** means any services supplied by FM Insulation Supplies to the Customer.

1.2. In these Terms and Conditions:

- (a) Any headings used are for convenience only and do not form part of the terms and conditions.
- (b) Where the context admits or requires words importing, the singular number includes the plural number, those denoting a given gender includes all other genders and those denoting natural persons includes corporations.
- (c) The word 'including' is not a term of limitation.
- (d) All monetary amounts are in Australian dollars, unless otherwise stated.
- (e) A party being a trustee is bound both personally and in its capacity as a trustee.
- (f) Unless otherwise stated, all monetary amounts are exclusive of GST.

2. Orders and Acceptance

2.1. Any instructions received by FM Insulation Supplies from the Customer for the supply of Goods and/or Services or the Customer's acceptance of Goods and/or Services supplied by FM Insulation Supplies shall constitute acceptance of these Terms and Conditions.

2.2. A Quotation provided by FM Insulation Supplies to the Customer will be open for acceptance for a period of thirty (30) days from the date of the Quotation unless the quotation has been withdrawn or extended by FM Insulation Supplies in writing to the Customer.

2.3. A Quotation, sales order, or purchase order is deemed to be accepted by the Customer on the signing of the quotation, sales order, or purchase order by the Customer.

2.4. Any person who signs a Quotation, sales order, or purchase order warrants that they are the duly authorised agent of the Customer.

2.5. The Customer acknowledges and agrees that the Prices specified for the Goods and/or Services in any Quotation may be subject to variations or additional costs including the following matters:

- (a) insurance including travel or delivery insurance, if required by the Customer or by FM Insulation Supplies;
- (b) additional attendances required as a result of FM Insulation Supplies being unable to deliver the Goods and/or Services;
- (c) currency fluctuations, taxes, customs duties and other imposts at the time of supply; and/or
- (d) delivery or handling fees, where an order is to be delivered.

3. **Payment**

- 3.1. The time for payment for the Goods and/or Services is of the essence and will be stated on FM Insulation Supplies invoice or account rendered on the Customer. If no time is stated, then payment must be made a "Cash on Delivery" basis (**COD**) and in this regard time is of the essence.
- 3.2. If the time for payment for the Goods and/or Services as stated on FM Insulation Supplies's invoice is marked as "COD", this means that payment is to be made before the Goods and/or Services are dispatched, picked up, or rendered.
- 3.3. The Price will be increased by the amount of any GST and other taxes and duties which may be applicable except to the extent that such taxes are expressly included in any invoice given by FM Insulation Supplies.
- 3.4. Payments must be made by one of the following methods:
- (a) cash;
 - (b) bank cheque;
 - (c) electronic funds transfer; or
 - (d) any other method as agreed to between the Customer and FM Insulation Supplies.
- 3.5. Payments received without remittance advice will be applied first to the oldest balance owing by the Customer or at FM Insulation Supplies absolute discretion.

4. **Supply of Goods and/or Services**

- 4.1. The supply of the Goods and/or Services by FM Insulation Supplies is subject to its ability to secure labour, materials, and other services for the manufacture and/or supply of the Goods and/or Services.
- 4.2. Delivery dates are an estimate only and FM Insulation Supplies will not be liable to the Customer for any failure to deliver or for delays in the supply of the Goods and/or Services occasioned by any cause (including but not limited to Force Majeure events) whatsoever whether or not beyond the control of FM Insulation Supplies. For the avoidance of doubt and in the interest of clarity, time is not of the essence with respect to the supply of the Goods or Services.
- 4.3. Where only Goods are being supplied:
- (a) FM Insulation Supplies takes no responsibility for confirming authority for the purposes of supplying or delivering goods to the Customer or any third party at the direction of the Customer.
 - (b) Delivery of the Goods to a carrier, either named by the Customer or failing such naming, to a carrier at the discretion of FM Insulation Supplies for the purpose of transmission to the Customer, is deemed to be a delivery of the Goods to the Customer.
 - (c) Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of these Terms and Conditions.
 - (d) The Customer must make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. Goods will be delivered to ground floor level,

kerbside or loading dock only. Where a tailgate truck or other specialised equipment is required, the cost of this will be charged to the Customer. The Customer authorises FM Insulation Supplies to deliver goods to the address as nominated by the Customer in writing to FM Insulation Supplies and to leave the goods at such place whether any person is present to accept delivery. FM Insulation Supplies will not be liable for any loss or damage suffered by the Customer after delivery to the nominated address.

(e) If the Customer fails to receive the Goods, FM Insulation Supplies will re-deliver the Goods and charge the Customer a re-delivery fee.

(f) FM Insulation Supplies is not required to obtain a signed receipt or acknowledgment from the Customer with respect to the delivery of the Goods however, if such signed receipt or acknowledgment is obtained by a person whom FM Insulation Supplies reasonably believes to be an authorised person of the Customer, then such signed receipt or acknowledgment will be deemed the Customers acceptance of the delivery of the Goods.

- 4.4. If the Customer fails to provide FM Insulation Supplies with delivery instructions within seven (7) days of a request for same, the Customer is liable to pay to FM Insulation Supplies a storage fee with respect to the goods that are not able to be delivered.

5. **Warranties and Limitation of Liability and Indemnities**

- 5.1. FM Insulation Supplies warrants that the Goods and/or Services supplied are:
- (a) free from defects in material and workmanship; and
 - (b) fit for the purpose as described; and
 - (c) is of merchantable quality.
- 5.2. If the Customer is a Consumer, the Goods also come with guarantees that cannot be excluded under Australian Consumer Law and the rights that accompany such law. No other guarantees or warranties apply to the goods unless expressly provided to the Customer in writing.
- 5.3. Unless otherwise set out in the *Australian Consumer Law* or any other applicable legislation, without limitation, FM Insulation Supplies will not be liable under any circumstances for:
- (a) any special, indirect or consequential loss or damage, that is, loss or damage beyond a normal measure of loss or damage;
 - (b) any loss of profits, anticipated or otherwise;
 - (c) any loss in revenue, gain or benefit;
 - (d) any loss of business opportunity;
 - (e) any costs arising from failure of the goods;
 - (f) any damage, direct or indirect, caused by or arising from the improper storage, installation, operation, and/or maintenance of the goods;
 - (g) any damage, direct or indirect, to equipment, appliances or data, and the like, arising from the improper, faulty, or incorrect installation, maintenance, and/or operation of the goods;

- (h) any structural damage arising from the the improper, faulty, or incorrect installation, maintenance and/or operation of the Goods; or
- (i) any damage to business goodwill arising from the the improper, faulty, or incorrect installation, maintenance and/or operation of the Goods.
- 5.4. Unless otherwise set out in the *Australian Consumer Law* or any other applicable legislation, FM Insulation Supplies's maximum liability for goods sold is limited to the value of those goods sold.
- 5.5. Unless otherwise set out in the *Australian Consumer Law*, the Customer will at all times indemnify FM Insulation Supplies from any claims, loss, damage, liabilities, expenses, costs or demands, including any legal fees made by any third party due to or arising out of a breach of this Agreement by the Customer arising out of the Customer's negligent act or omission.
6. **Risk**
- 6.1. All risk in the Goods passes to the Customer:
- (a) upon the dispatch of the Goods from FM Insulation Supplies' premises; or
- (b) on collection of the Goods from FM Insulation Supplies' premises.
- 6.2. If any of the Goods are damaged or destroyed prior to property in them passing to the Customer, FM Insulation Supplies is entitled, without prejudice to any of its other rights or remedies under these terms and conditions (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable in respect of the Goods. This applies whether or not the Price has become payable under these terms and conditions. The production of these terms and conditions by FM Insulation Supplies is sufficient evidence of FM Insulation Supplies's rights to receive the insurance proceeds without the need for any person dealing with FM Insulation Supplies to make further enquiries.
7. **Title**
- 7.1. FM Insulation Supplies will retain all legal and equitable title in the Goods and property in the Goods will not pass to the Customer until:
- (a) the Customer has paid all amounts owing for the Goods; and
- (b) the Customer has met all other obligations due to FM Insulation Supplies in respect of all agreements between FM Insulation Supplies and the Customer.
- 7.2. Until the requirements of clause 7.1 have been satisfied:
- (a) the Customer will hold the Goods as trustee and bailee for FM Insulation Supplies;
- (b) the Customer must retain the Goods in good and merchantable condition;
- (c) the Customer will store the Goods separately and ensure they can easily be identified as the Goods of FM Insulation Supplies;
- (d) the Customer must not sell the Goods unless they have received written consent from FM Insulation Supplies for the Customer to sell the Goods in the ordinary course of business as bailee for FM Insulation Supplies and must hold the proceeds of any such sale on trust, in a separate bank account for FM Insulation Supplies;
- (e) the Customer agrees to allow FM Insulation Supplies to inspect the Goods;
- (f) the Customer will insure all goods against theft or damage and FM Insulation Supplies will have the right to request evidence of such insurance. Should the Customer fail to insure the Goods, the Customer agrees to reimburse FM Insulation Supplies for any insurance it reasonably arranges with respect to the Goods;
- (g) FM Insulation Supplies can request in writing that the Customer return all or some of the Goods to FM Insulation Supplies. Upon such notice, any rights of the Customer with respect to any interest in the Goods will cease;
- (h) if the Customer fails to return any or all of the Goods under clause 7.2(g), FM Insulation Supplies or FM Insulation Supplies's agent may enter upon and into the land or premises owned, occupied or used by the Customer, or any premises where the Goods are situated, as invitee of the Customer and take possession of the Goods, without being responsible for any damage thereby caused; and
- (i) should FM Insulation Supplies exercise its rights under clause 7.2(h), the Customer will be responsible for FM Insulation Supplies costs and expenses of exercising such rights. Where FM Insulation Supplies exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Customer against FM Insulation Supplies, its employees, servants or agents.
- (j) the Customer agrees to indemnify FM Insulation Supplies against any claims, suits or other actions brought by third parties against FM Insulation Supplies with respect to its actions under this clause 7.2.
8. **Security and Charge**
- 8.1. The Customer charges in favour of FM Insulation Supplies all of its estate and interest in any real property that the Customer owns at present and in the future with the amount of its indebtedness hereunder until discharged.
- 8.2. The Customer appoints as its duly constituted attorney FM Insulation Supplies's company secretary from time to time to execute in the Customer's name and as the Customer's act and deed any real property mortgage, bill of sale or consent to any caveat FM Insulation Supplies may choose to lodge against real property that the Customer may own.
- 8.3. The Customer acknowledges that the Customer is liable for all costs associated with all costs and stamp duty associated with any security or charge.
9. **Cancellation and Return of Goods**
- 9.1. To the fullest extent permitted by law:
- (a) no orders for Goods can be cancelled without FM Insulation Supplies's specific written consent; and
- (b) orders in relation to Goods that are marked on FM Insulation Supplies' Quotations, purchase

- orders, sales orders, or or invoices as a "Special Order" may not be cancelled following the Customer's acceptance of FM Insulation Supplies's Quotation, sales order, or purchase order.
- 9.2. Any goods supplied in accordance with the Customer's order, but which are subsequently returned to FM Insulation Supplies, will only be credited by FM Insulation Supplies if FM Insulation Supplies has given prior written or verbal consent to the return of the Goods and the Goods are returned to FM Insulation Supplies in the same condition as when they were supplied to the Customer (including being in full pack quantities and being in its original packaging) and are accompanied by a proof of purchase.
- 9.3. Should the Customer seek FM Insulation Supplies's consent to return Goods, this consent must be sought and delivered to FM Insulation Supplies within fourteen (14) days of the date of delivery of the Goods.
- 9.4. Any Goods (that are returned to FM Insulation Supplies in accordance with this clause) will incur a restocking fee calculated as 20% of the value of those Goods. The restocking fee is applied to additional freight costs, inspections, packing and other handling and administrative tasks associated with the return of products. This restocking fee is payable to FM Insulation Supplies at the time the Goods are returned to FM Insulation Supplies.
- 9.5. Should Goods be returned to FM Insulation Supplies and FM Insulation Supplies accepts the products back:
- (a) credit will be applied against the invoice under which the Goods were sold if this invoice has not yet been paid; or
 - (b) credit will be applied to the Customer's account and remain on this account until the Customer offsets this credit against an invoice or by mutual agreement to apply it to an invoice; or
 - (c) a cash refund will be given for all orders paid by up front.
10. **Default & Consequences of Default**
- 10.1. Accounts not paid within thirty (30) days will be charged interest on the outstanding amount at a rate of 12% per annum.
- 10.2. The Customer agrees to pay all FM Insulation Supplies's costs incurred in registering, pursuing, securing and collection of any outstanding monies or debts due and owing by the Customer including (but not limited to) administration charges, mercantile agent's fees, solicitor's fees and charges, legal fees, court costs or duties. Fees for dishonoured cheques will also be added to the Customer's account.
- 10.3. If the Customer's payment is dishonoured by their bank, then the Customer must pay any dishonour fee charged by FM Insulation Supplies' bank.
- 10.4. Unless otherwise specified by the Customer, payments received by FM Insulation Supplies will be applied at the discretion of FM Insulation Supplies.
- 10.5. FM Insulation Supplies is entitled to set off against any money owing to the Customer, amounts owed to FM Insulation Supplies by the Customer on any account. The Customer is not entitled to set off and amount allegedly owing by FM Insulation Supplies to it against any amount due by it to FM Insulation Supplies.
- 10.6. In the event that:
- (a) any money payable to FM Insulation Supplies becomes overdue, or in FM Insulation Supplies's reasonable opinion the Customer will be unable to meet its payments as they fall due;
 - (b) the Customer breaches any of these terms and conditions;
 - (c) the Customer 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;
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer;
 - (e) the Customer commits an act of bankruptcy;
 - (f) the Customer ceases or threatens to cease conducting business in the normal manner or applies for deregistration or receives a deregistration notice;
 - (g) the Customer breaches these terms and conditions; or
 - (h) the Customer is in default of any other agreement between FM Insulation Supplies or any other Group Company and the Customer,
- then without prejudice to FM Insulation Supplies's other remedies at law FM Insulation Supplies is entitled to:
- (a) suspend any credit facilities which may have been extended to the Customer;
 - (b) withdraw any credit facilities which may have been extended to the Customer;
 - (c) cancel all or any part of any order of the Customer which remains unperformed; or
 - (d) recover from the Customer the cost of materials or goods acquired for the purpose of future deliveries,
- in addition to and without prejudice to any other remedies and all amounts owing by the Customer to FM Insulation Supplies, whether or not due for payment, will become immediately payable. FM Insulation Supplies will not be liable to the Customer for any loss or damage the Customer suffers because FM Insulation Supplies exercised its rights under this clause.
11. **Purchase Money Security Interest in the Goods**
- 11.1. The Customer agrees that these terms and conditions create a Purchase Monies Security Interest (**PMSI**) in the Goods (and their proceeds) supplied presently and in the future by FM Insulation Supplies to the Customer.
- 11.2. The Customer agrees to do all things necessary and execute all documents reasonably required to register the PMSI granted by the Customer to FM Insulation Supplies under these terms and conditions and will ensure that FM Insulation Supplies acquires a perfected security interest in the goods under the *Personal Properties and Securities Act 2009* (Cth) (**PPSA**).
- 11.3. The Customer will, upon request by FM Insulation Supplies, pay FM Insulation Supplies's expenses and

- legal costs in relation to or in connection with the registration of FM Insulation Supplies's security interest and all other costs associated with protection and enforcement of FM Insulation Supplies security interest created by these terms and conditions or by undertaking an audit under the provisions of the PPSA, or the repossession of the Goods the subject of these terms and conditions or the exercise, enforcement or preservation of any rights or interest under these terms and conditions or any contract that FM Insulation Supplies has with the Customer.
- 11.4. This PMSI does not lose its priority as a result of the renewal, refinance, consolidation or restructure of the subject matter of these terms and conditions and any purchase money obligations.
- 11.5. Until ownership in the Goods passes to the Customer, the Customer waives its rights under the following provisions of the PPSA, to the fullest extent permitted by law:
- (a) Section 95: Receive a notice of intention of an accession;
 - (b) Section 118: Receive a notice that FM Insulation Supplies has determined to enforce its security interest in accordance with land law;
 - (c) Section 120: Receive a notice of enforcement action against liquid assets;
 - (d) Section 129: Receive a notice of disposal of goods by FM Insulation Supplies purchasing the goods;
 - (e) Section 130: Receive a notice to dispose of the goods;
 - (f) Section 132(2): Receive a statement of account following disposal of the goods;
 - (g) Section 132(4): Receive a statement of account if no disposal of the goods, six monthly;
 - (h) Section 135(2): Receive notice of any proposal by FM Insulation Supplies to retain the goods;
 - (i) Section 137(3): Object to any proposal by FM Insulation Supplies to either purchase or retain the goods;
 - (j) Section 142: Redeem the goods;
 - (k) Section 143: Reinstate the Security Agreement; and
 - (l) Section 157(1) and 157(3): Receive a notice of any verification statement.
- 11.6. To the fullest extent permitted by law and the PPSA, these terms and conditions exclude any provisions of the PPSA which may be excluded in FM Insulation Supplies's discretion and which would otherwise confer rights on the Customer.
- 11.7. The Customer further agrees that where FM Insulation Supplies has rights in addition to those under Part 4 of the PPSA, those rights will continue to apply.
- 11.8. The Customer's right to possession of Goods still owed by FM Insulation Supplies under these terms and conditions will cease if any of the events outlined in clause 10.6 occurs.
- 11.9. Until ownership of the Goods passes, the Customer must not give FM Insulation Supplies a written demand or allow any other person to give FM Insulation Supplies a written demand requiring FM Insulation Supplies to register a financing change statement under the PPSA or to enter into or allow any other person to enter into the personal property securities register a financing change statement under the PPSA.
- 11.10. The Customer agrees not to change the Customer name or undertake any changes to any documents that FM Insulation Supplies has registered, requires to be registered or are capable of being registered, without the prior written consent of FM Insulation Supplies.
- 11.11. In the interest of clarity, and for the avoidance of doubt, these terms relating to the PPSA apply even where the customer is a Consumer.
- 12. Privacy Policy**
- 12.1. The Customer agrees to be bound FM Insulation Supplies's Privacy Policy and understands that this Privacy Policy forms part of these terms and conditions and invokes the provisions of the *Privacy Act 1988* (Cth). A copy of this Privacy Policy is available on request.
- 12.2. The Customer authorises FM Insulation Supplies to obtain from a credit-reporting agency a credit report containing personal credit information about the Customer in order to enable FM Insulation Supplies to assess the credit application or to review any existing credit provided by FM Insulation Supplies.
- 12.3. The Customer authorises FM Insulation Supplies to exchange information about the Customer with other Group Companies.
- 12.4. The Customer authorises FM Insulation Supplies to exchange information about the Customer with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for any of the following purposes:
- (a) To assess an application by the Customer.
 - (b) To notify other credit providers of a default by the Customer.
 - (c) To exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers.
 - (d) To assess the creditworthiness of Customer.
- 12.5. The Customer agrees that personal information provided may be used and retained by FM Insulation Supplies for the following purposes and for other purposes as agreed between the Customer and Seller or required by law from time to time:
- (a) Marketing of further goods or products by FM Insulation Supplies, its agents or distributors;
 - (b) Analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of the Goods;
 - (c) Processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
 - (d) Enabling the daily operation of the Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.

- 12.6. FM Insulation Supplies may give information about the Customer to a credit reporting agency for the following purposes:
- (a) To obtain a consumer credit report about the Customer.
 - (b) To allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
- 12.7. The Customer acknowledges that FM Insulation Supplies's website may be hosted, or some data may be stored overseas for reasons of uniformity between Group Companies. All information derived from Australia will still be treated in accordance with FM Insulation Supplies's Privacy Policy while being stored overseas.
13. **Trust and Trustees**
- 13.1. Where the Customer is a trustee:
- (a) the Customer agrees to provide FM Insulation Supplies with a stamped copy of the trust deed (inclusive of all amendments) immediately upon demand by FM Insulation Supplies; and
 - (b) the Customer warrants to FM Insulation Supplies that it has full power and authority to enter into this Agreement on behalf of the trust and that it will be bound by these terms and conditions both personally and in its capacity as trustee of the trust.
14. **Notices**
- 14.1. Notices to be given by the Customer to FM Insulation Supplies may be delivered personally or sent to FM Insulation Supplies's address at 19-21 Bromley Road, Emu Plains NSW 2750.
15. **General**
- 15.1. If any provision of these terms and conditions are found to be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
- 15.2. All Goods supplied by FM Insulation Supplies are subject to the laws of New South Wales and the Court of New South Wales.
- 15.3. FM Insulation Supplies will be under no liability whatsoever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by FM Insulation Supplies of these terms and conditions.
- 15.4. In the event of any breach of these terms and conditions by FM Insulation Supplies the remedies of the Customer will be limited to damages. Under no circumstances must the liability of FM Insulation Supplies exceed the Price of the Goods.
- 15.5. FM Insulation Supplies may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 15.6. FM Insulation Supplies reserves the right to review these terms and conditions at any time and from time to time. Any change in the terms and conditions will take effect from the date on which FM Insulation Supplies notifies the Customer of such change.
- 15.7. Neither party will be liable for any default due to any event of Force Majeure including any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.