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DEFINITIONS

"Client" means the person/s or any person acting on behalf of and with the authority of the Client requesting Northern AB to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:

- (a) if there is more than one Client, is a reference to each Client jointly and severally; and
- (b) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
- (c) includes the Client's executors, administrators, successors and permitted assigns.

"Created Material" means any property created by or on behalf of Northern AB, including but not limited to DNA sequencing, insemination procedures and sexing technology.

"Collateral" means cattle embryo, Cattle semen and Cattle progeny resulting from the use of semen, embryos or embryo transfer Services.

"Cattle" means the Client's cattle for which Services are rendered by Northern AB.

"Equipment" means all Equipment including any accessories supplied on hire by Northern AB to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by Northern AB to the Client.

"Grantor" has the meaning given to it under section 10 of the Act. The Grantor for the purposes of this Agreement is the Owner.

"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

"Incidental Items" means any goods, documents, designs, drawings or materials supplied, consumed, created or deposited incidentally by Northern AB in the course of it conducting, or supplying to the Client, any Services.

"Intellectual Property Rights" means all industrial and intellectual property rights whether in Australia or overseas subsisting or capable of subsisting or benign obtained under intellectual property legislation, including copyright, circuit layouts or semiconductors, registered or unregistered rights, trade secrets, know how, inventions, trademarks, trade or businesses or company name, indication or source of origin or other proprietary right, or the right of registration of such rights.

"Northern AB" means NORTHERN ARTIFICIAL BREEDERS PTY LTD (ACN 657 133 527).

"PPSR" means the Personal Property Securities Register under the Act.

"Price" means the price payable (plus any GST where applicable) for the Services and/or Equipment hire as agreed between Northern AB and the Client in accordance with clause 4 of this contract.

"Services" means all Services supplied by Northern AB to the Client at the Client's request from time to time.

1. ACCEPTANCE

- 1.1 The Client is taken to have exclusively accepted and is immediately bound, by these terms and conditions if the Client places an order for, or accepts Services/Equipment provided by Northern AB.
- 1.2 These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Client and Northern AB.
- 1.3 This Agreement may be executed by way of electronic signature and, if so, shall be taken to be an original.
- 1.4 The Client consents to Northern AB registering its security interest on the PPSR to secure the Client's obligations.

2. ERRORS AND OMISSIONS

- 2.1 The Client acknowledges and accepts that Northern AB shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
 - (a) resulting from an inadvertent mistake made by Northern AB in the formation and/or administration of this contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Northern AB in respect of the Services.
- 2.2 In the event such an error and/or omission occurs in accordance with clause 2.1 and is not attributable to the negligence and/or wilful misconduct of Northern AB, the Client shall not be entitled to treat this contract as repudiated nor render it invalid.

3. CHANGE IN CONTROL

- 3.1 The Client shall give Northern AB not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees or business practice). The Client shall be liable for any loss incurred by Northern AB as a result of the Client's failure to comply with this clause.

4. PRICE AND PAYMENT

- 4.1 At Northern AB's sole discretion, the Price shall be either:
 - (a) as indicated on any invoice provided by Northern AB to the Client; or
 - (b) Northern AB's quoted Price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of ninety (90) days.
- 4.2 Northern AB reserves the right to change the Price if a variation to Northern AB's quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of additional works required due to hidden or unidentified difficulties or as a result of increases to Northern AB in the cost of materials and labour) will be charged for on the basis of Northern AB's quotation, and will be detailed in writing, and shown as variations on Northern AB's invoice. The Client shall be required to respond to any variation submitted by Northern AB within ten (10) working days. Failure to do so will entitle Northern AB to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 4.3 At Northern AB's sole discretion, a non-refundable deposit may be required.
- 4.4 Time for payment for the Services/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by Northern AB, which may be:

- (a) on delivery of the Services/Equipment;
- (b) before delivery of the Services/Equipment;
- (c) by way of instalments/progress payments in accordance with Northern AB's payment schedule;
- (d) fourteen (14) following the end of the month in which a statement is posted to the Client's address or address for notices;
- (e) the date specified on any invoice or other form as being the date for payment; or
- (f) failing any notice to the contrary, the date which is twenty-eight (28) days following the date of any invoice given to the Client by Northern AB.

- 4.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Northern AB nor to withhold payment of any invoice because part of that invoice is in dispute.
- 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Northern AB an amount equal to any GST Northern AB must pay for any supply by Northern AB under this or any other contract for providing Northern AB's Services/Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5. DELIVERY OF SERVICES/EQUIPMENT

- 5.1 At Northern AB's sole discretion delivery of the Services/Equipment shall take place when: the Services/Equipment are supplied to the Client:
 - (a) at Northern AB's address; or
 - (b) the Client's nominated address; or
 - (c) to a third party nominated by the Client
- 5.2 At Northern AB's sole discretion, the cost of delivery is in addition to the Price.
- 5.3 Northern AB may deliver the Services/Equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 5.4 Any time specified by Northern AB for delivery of the Services/Equipment is an estimate only and Northern AB will not be liable for any loss or damage incurred by the Client as a result of delivery being late. In the event that Northern AB is unable to supply the Services/Equipment as agreed solely due to any action or inaction of the Client then Northern AB shall be entitled to charge a reasonable fee for re-supplying the Services/Equipment at a later time and date.
- 5.5 Northern AB processes and stores Cattle semen and embryos on behalf of the Client for the purpose of artificial breeding, but the Client remains the owner of the Semen and embryos that are being stored with Northern AB.
- 5.6 All Equipment is approved for animal agriculture use only and may not be on-sold to another party unless the Client is expressly authorised to do so by Northern AB.

6. RISK

- 6.1 Irrespective of whether Northern AB retains ownership of any Incidental Items all risk for such items shall pass to the Client as soon as such items are delivered to the Client and shall remain with the Client until such time as Northern AB may repossess the Incidental Items in accordance with clause 12.3(f).
- 6.2 The Client must insure all Incidental Items on or before delivery.
- 6.3 Northern AB reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to the Incidental Items as a result of the Client's failure to insure in accordance with clause 6.1.
- 6.4 Northern AB undertakes to use their best endeavours to take reasonable precautions for the care and safety and storage of the semen and embryos but in all other respects the storage of the semen and embryos shall be the sole risk of the Client
- 6.5 Northern AB shall not be responsible or liable to the Client for any loss or damage suffered.
- 6.6 The Client covenants and agrees with Northern AB that neither he/she or nor any person claiming under or through them shall have any claim against Northern AB for or on account of or in respect of any loss or damage which the Client may suffer by reason of damage to or loss of semen and embryos stored with Northern AB.
- 6.7 Except as otherwise set out in these Terms, all Products sold by Northern AB are sold "AS IS" and specifically gives no warranty of merchantability, health or fitness for a particular purpose except as those specifically stated in these terms and to the extent allowable by law, all other warranties are disclaimed.

7. HOLD BLAMELESS ACKNOWLEDGMENT – RELEASE & INDEMNITY

- 7.1 The Owner:
 - (a) releases Northern AB, its owners, directors and shareholders, employees, servants and agents from any Claims; and
 - (b) agrees to indemnify and keep indemnified Northern AB against any liability or loss arising from, and any costs, charges, expenses and liabilities incurred in relation to any Claims relating to Northern AB products or Services and in each case, including but not limited to, solicitor/client legal costs and expenses on a full indemnity basis.
- 7.2 Northern AB shall not be liable for any negligent act or any loss, damage or Claims of whatsoever nature or howsoever arising out of this Agreement from injury, sickness, disease or death caused to or sustained by the Cattle and/or any progeny or to a third party whilst under the care or control of Northern AB or its employees and agents.
- 7.3 Northern AB shall not be liable to the Owner for any loss, damage, costs or expense arising out of any injury, damage, death or Claims which may arise or be caused and notwithstanding the same be attributable to or is in part attributable to recklessness, negligence, forbearance or neglect by Northern AB, its servants or agents or any other person in whose care or control Northern AB may place the Cattle.

8.	LIQUID NITROGEN NOTICE		
8.1	It is Client's responsibility to monitor the liquid nitrogen storage tank levels and tank operation at all times.	12.5	Title to the Intellectual Property Rights in all Created Material vests immediately upon creation with Northern AB. The Client, in respect of existing and future Intellectual Property Rights:
8.2	Northern AB, its employees, officers, directors, Independent Contractors, other contractors, or affiliates shall not be responsible for any loss and incidental or consequential damages arising out of contract, tort, or fiduciary duty by providing liquid nitrogen to Customer.		(a) Absolutely, unconditionally, and irrevocably assigns, and must procure that all supplier personnel assign, to Northern AB in perpetuity on the latter of the date of execution of this Agreement and creation of the Created Material, all of the Intellectual Property Rights throughout the world in the Created Material;
8.3	To the extent allowable by law, all liability for the supply, maintenance, or servicing of liquid nitrogen storage tanks is expressly disclaimed by Northern AB.		(b) Will obtain any Moral Rights consents necessary to allow Northern AB to freely use, modify, and exploit that Created Material;
9.	ACCESS		(c) Will do all things necessary or desirable to effect the assignment of all Intellectual Property Rights in the Created Material to Northern AB, including without limitation executing and delivering, and procuring the execution and delivery of, all documents which may be necessary to transfer or assign those Intellectual Property Rights to Northern AB; and
9.1	The Client shall ensure that Northern AB's has clear and free access to the work site at all times to enable them to undertake the Services. Northern AB's shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Northern AB's.		(d) Must provide Northern AB with all information relating to the Created Material (other than any pre-existing Client Intellectual Property) as is reasonably necessary to enable Northern AB to freely use, modify, and exploit that Created Material.
10.	RIGHTS TO SELL AND SEIZE COLLATORAL	13.	PPSA (PERSONAL PROPERTIES SECURITY ACT 2009)
10.1	In the event that: (a) Northern AB retains possession of the Collateral; and (b) A fee or monetary obligation is due to Northern AB; and (c) Northern AB has made demand in writing to the Client for payment of the fee or monetary obligation; and (d) Has not received the fee or monetary obligation in accordance with the timeframe specified in the demand Then, the Client agrees that Northern AB may exercise any of the following at its discretion. (e) Retain possession of the Collateral and have the ownership transferred to Northern AB (f) Dispose of the Collateral and may retain all or part of the proceeds of the disposal in payment for the fee or monetary obligation.	13.1	This Agreement constitutes a security interest for the purposes of the Act and where the context requires words used in this Agreement should be given the same meaning as in the Act.
10.2	In the event that: (a) The Client retains possession of the Collateral; and (b) A fee or monetary obligation is due to Northern AB; and (c) Northern AB has made demand in writing to the Client for payment of the fee or monetary obligation; and (d) Has not received the fee or monetary obligation in accordance with the timeframe specified in the demand;	13.2	As security for any money owing, the Client: (a) grants to Northern AB a Security Interest, being a Charge over the Collateral AND any proceeds realised from either the sale thereof or any insurance policy relating thereto; (b) grants Northern AB a Security Interest, being a Charge over all the Owner's livestock; (c) grants Northern AB a Security Interest in all present and after acquired PPSA personal property; (d) consents to the registration of the security interest created by this Agreement on the PPSR; and (e) consents to Northern AB registering a financial statement and/or financial change statement with the PPSR
10.3	The Client consents to agents of Northern AB entering onto its property for the purpose of seizing the Collateral pursuant to section 138C of the Act or by operation of this Agreement and hereby provides an irrevocable authority to any third party which may be in possession of the Collateral on behalf of the Owner to allow Northern AB or its agents to seize the Collateral should Northern AB be required to exercise its rights pursuant to this Agreement.	13.3	The Client undertakes to: (a) promptly sign any further documents and/or provide any further information requested by Northern AB to complete and register any financing statement or any financing change statement with the PPSR; (b) indemnify and, upon demand, reimburse Northern AB for all expenses incurred in searching, registering and/or discharging a financing statement or any other document with the PPSR and any reasonable enforcement fees and expenses in relation to such security interests; and (c) not grant any Encumbrance to any other person in the Cattle without first obtaining the consent in writing of Northern AB. Northern AB will be entitled, at its sole discretion, to withhold consent without providing a reason.
10.4	The Owner consents to indemnify Northern AB for all costs incurred in the recovery of the Collateral should Northern AB be required to seize the Collateral pursuant to this Agreement.	13.4	The Client acknowledges and waives its rights to notice as a debtor or Grantor under sections 95, 121(4), 129(2)(a), 130, 132(3)(d), 132(4), 135 and 137(2) of the Act.
11.	TITLE TO INCIDENTAL ITEMS	13.5	The Client declares that, to the extent permitted under the Act, sections 142 and 143 of the Act will not apply to this Agreement and the security interests granted under this clause.
11.1	Northern AB and the Client agree that ownership of Incidental Items shall not pass until: (a) the Client has paid Northern AB all amounts owing for the Services/Equipment; and (b) the Client has met all other obligations due by the Client to Northern AB in respect of all contracts between Northern AB and the Client.	13.6	Northern AB will discharge the registration of security interests on the PPSR when all the secured obligations of the Client under this Agreement are satisfied.
11.2	Receipt by Northern AB of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Northern AB's ownership or rights in respect of the Incidental Items shall continue.	13.7	The Client acknowledges that at the time the security interest created by this Agreement is made: (a) it is granted for value; (b) it is granted to enable, amongst other things, the Collateral to be developed; and (c) the Cattle were held by the Client; (d) and, as a result, the security interest is a "priority interest" in livestock pursuant to section 86 of the Act.
11.3	It is further agreed that, until ownership of the Incidental Items passes to the Client in accordance with clause 11.1: (a) the Client is only a bailee of the Incidental Items and must return the Incidental Items to Northern AB immediately upon request by Northern AB; (b) the Client holds the benefit of the Client's insurance of the Incidental Items on trust for Northern AB and must pay to Northern AB the proceeds of any insurance in the event of the Incidental Items being lost, damaged or destroyed; (c) the Client must not sell, dispose, or otherwise part with possession of the Incidental Items. If the Client sells, disposes or parts with possession of the Incidental Items then the Client must hold the proceeds of sale of the Incidental Items on trust for Northern AB and must pay or deliver the proceeds to Northern AB on demand; (d) the Client should not convert or process the Incidental Items or intermix them with other goods, but if the Client does, so then the Client holds the resulting product on trust for the benefit of Northern AB and must dispose of or return the resulting product to Northern AB as Northern AB so directs; (e) the Client shall not charge or grant an encumbrance over the Incidental Items nor grant nor otherwise give away any interest in the Incidental Items while they remain the property of Northern AB; and (f) the Client irrevocably authorises Northern AB to enter any premises where Northern AB believes the Incidental Items are kept and recover possession of the Incidental Items.	13.8	The Client warrants that the Collateral is not subject to an existing Encumbrance at the time of entering into this Agreement.
12.	INTELLECTUAL PROPERTY RIGHTS	14.	SECURITY AND CHARGE
12.1	The parties agree that other than as provided in this clause 12.3, nothing in this Agreement transfers ownership in, or otherwise grants rights in, any Intellectual Property Rights of a party.	14.1	In consideration of Northern AB agreeing to supply Services/Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
12.2	If the Northern AB provides any material to the Client that contains any Intellectual Property, then Northern AB grants to the Client a non-transferable, non-exclusive, royalty-free licence to use the Intellectual Property solely for the purpose of the Client meeting its obligations to the Northern AB under this Agreement.	14.2	The Client irrevocably appoints Northern AB and each director of Northern AB as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any document on the Client's behalf.
12.3	The Client is granted no rights to use, and will not use, the terms or existence of this Agreement, the names, images, logos, trademarks, services marks, product specifications, or any other Intellectual Property: (a) In any advertising, marketing, promotional material, publicity, press release, presentation or proposal, or (b) To express or to imply any endorsement of the Client or its Equipment or Services.	15.	DEFECTS, WARRANTIES AND THE COMPETITION AND CONSUMER ACT 2010 (CCA)
12.4	If the Client requests that Northern AB acts as a reference site for the Client, Northern AB may give or withhold consent in its sole and absolute discretion, which consent may be given on conditions and may be withdrawn by Northern AB at any time without liability.	15.1	The Client must inspect Northern AB's Services on completion, and the Equipment on delivery and must within forty-eight (48) hours: (a) notify Northern AB in writing of any evident defect in the Services/Equipment, or any Incidental Items provided; and/or (b) of any other failure by Northern AB to comply with the description of, or quote for, the Services/Equipment which Northern AB was to supply.
		15.2	The Client must notify any other alleged defect in Northern AB's Services, Equipment or Incidental Items as soon as is reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Northern AB to review the Services, Equipment or Incidental Items that were provided.
		15.3	Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).
		15.4	Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Northern AB makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services/Equipment. Northern AB's liability in respect of these warranties is limited to the fullest extent permitted by law.
		15.5	If the Client is a consumer within the meaning of the CCA, Northern AB's liability is limited to the extent permitted by section 64A of Schedule 2.

15.6	If Northern AB is required to rectify, re-supply, or pay the cost of re-supplying the Services/Equipment under this clause or the CCA, but is unable to do so, then Northern AB may refund any money the Client has paid for the Services/Equipment but only to the extent that such refund shall take into account the value of Services/Equipment and Incidental Items which have been provided to the Client which were not defective.	(e)	details concerning the Client's application for credit or commercial credit (e.g., date of commencement/termination of the credit account and the amount requested);
15.7	If the Client is not a consumer within the meaning of the CCA, Northern AB's liability for any defective Services/Equipment or Incidental Items is:	(f)	advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days, and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and Northern AB has been paid or otherwise discharged and all details surrounding that discharge (e.g., 2 dates of payments);
(a)	limited to the value of any express warranty or warranty card provided to the Client by Northern AB at Northern AB's sole discretion;	(g)	information that, in the opinion of Northern AB, the Client has committed a serious credit infringement;
(b)	otherwise negated absolutely.	18.7	The Client shall have the right to request (by e-mail) from Northern AB:
15.8	Notwithstanding clauses 15.1 to 15.7 but subject to the CCA, Northern AB shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:	(a)	a copy of the information about the Client retained by Northern AB and the right to request that Northern AB correct any incorrect information; and
(a)	the Client failing to properly maintain or store any Incidental Items;	(b)	that Northern AB does not disclose any personal information about the Client for the purpose of direct marketing.
(b)	the Client using the Incidental Items for any purpose other than that for which they were designed;	(c)	Northern AB will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law.
(c)	the Client continuing to use any Incidental Item after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	18.8	The Client can make a privacy complaint by contacting Northern AB via e-mail. Northern AB will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au .
(d)	interference with the Services/Equipment by the Client or any third party without Northern AB's prior approval;		
(e)	the Client failing to follow any instructions or guidelines provided by Northern AB;		
(f)	fair wear and tear, any accident, or act of God.		
16.	DEFAULT AND CONSEQUENCES OF DEFAULT		
16.1	Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month.	19.	EQUIPMENT HIRE
16.2	Further to any other rights or remedies Northern AB may have under this contract, if a Client has made payment to Northern AB, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Northern AB under this clause 17 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this contract.	19.1	Equipment shall at all times remain the property of Northern AB and is returnable on demand by Northern AB.
17.	CANCELLATION	19.2	In the event that Equipment is not returned to Northern AB in the condition in which it was delivered, or is not returned, Northern AB retains the right to charge the Client the full cost of repair or replacement of the Equipment.
17.1	Without prejudice to any other remedies Northern AB may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Northern AB may suspend or terminate the supply of Services/Equipment to the Client. Northern AB will not be liable to the Client for any loss or damage the Client suffers because Northern AB has exercised its rights under this clause.	19.3	The Client shall:
17.2	Northern AB may cancel any contract to which these terms and conditions apply or cancel delivery of Services/Equipment at any time before the Services are commenced or Equipment by way written notice to the Client.	(a)	keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over the Equipment.
17.3	On giving notice given under clause 3 Northern AB shall repay to the Client any money paid by the Client for the provision of the Services/Equipment. Northern AB shall not be liable for any loss or damage whatsoever arising from such cancellation.	(b)	not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
17.4	In the event that the Client cancels delivery of the Services/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by Northern AB as a direct result of the cancellation (including, but not limited to, any loss of profits).	(c)	keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by Northern AB to the Client.
17.5	Without prejudice Northern AB shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Northern AB shall, whether or not due for payment, become immediately payable if:	19.4	The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self-insure, Northern AB's interest in the Equipment and agrees to indemnify Northern AB against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
(a)	any money payable to Northern AB becomes overdue, or in Northern AB's opinion the Client will be unable to make a payment when it falls due;	20.	SERVICE OF NOTICES
(b)	the Client has exceeded any applicable credit limit provided by Northern AB;	20.1	Any notice given by Northern AB to the Client pursuant to these Terms & Conditions shall be deemed to be served on the Client on the next business day after the successful transmission of an email addressed to the Client at the Client's email address as set out in this Agreement or such other address notified to Northern AB by the Client in writing notwithstanding that any such notice may not be received by the Client.
(c)	the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or	21.	GENERAL
(d)	a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	21.1	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
18.	PRIVACY ACT 1988	21.2	In the event that Northern AB is required to enforce these Terms and Conditions, the Client acknowledges and agrees that all costs and expenses incurred by Northern AB in relation to such enforcement action will be payable by the Owner including but not limited to indemnity legal costs on a solicitor/client basis. This Agreement is governed by and construed in accordance with the laws of New South Wales. The parties submit to the exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.
18.1	The Client agrees for Northern AB to obtain from a credit reporting body (CRB) a credit report containing personal credit information about the Client in relation to credit provided by Northern AB.	21.3	Subject to clause 15, Northern AB shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Northern AB of these terms and conditions (alternatively Northern AB's liability shall be limited to damages which under no circumstances shall exceed the Price paid for the Services/Equipment).
18.2	The Client agrees that Northern AB may exchange information about the Client with those credit providers and with related body corporates for the following purposes:	21.4	Northern AB may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent.
(a)	to assess an application by the Client; and/or	21.5	The Client cannot licence or assign without the written approval of Northern AB.
(b)	to notify other credit providers of a default by the Client; and/or	21.6	Northern AB may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Northern AB's sub-contractors without the authority of Northern AB.
(c)	to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or	21.7	The Client agrees that Northern AB may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Northern AB to provide Goods to the Client.
(d)	to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.	21.8	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
18.3	The Client consents to Northern AB being given a consumer credit report to collect overdue payment on commercial credit.	21.9	Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.
18.4	The Client agrees that personal credit information provided may be used and retained by Northern AB for the following purposes (and for other agreed purposes or required by):		
(a)	the provision of Services/Equipment; and/or		
(b)	analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services/Equipment; and/or		
(c)	processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or		
(d)	enabling the collection of amounts outstanding in relation to the Services/Equipment.		
18.5	Northern AB may give information about the Client to a CRB for the following purposes:		
(a)	to obtain a consumer credit report;		
(b)	allow the CRB to create or maintain a credit information file about the Client including credit history.		
18.6	The information given to the CRB may include:		
(a)	personal information		
(b)	name of the credit provider and that Northern AB is a current credit provider to the Client;		
(c)	whether the credit provider is a licensee;		
(d)	type of consumer credit;		