

WESTLINK STANDARD TERMS AND CONDITIONS OF CONTRACT

Revision 2 Date: 08/02/2023

1. APPLICATION

- 1.1 These Terms and Conditions must be read having regard to the provisions of the Competition and Consumer Act to the extent that those provisions are applicable to consumers under the Act. These Terms and Conditions do not have the effect of excluding, restricting or modifying rights under that Act which cannot be excluded, restricted or modified by agreement.
- 1.2 All and any business undertaken by the Company is transacted subject to these Terms and Conditions each of which shall be deemed to be incorporated into and to be a condition of any agreement between the Company and its Customers. The Company only deals with Goods subject to these Terms and Conditions. The Company is not a common carrier and shall accept no liability as such.
- 1.3 These Terms and Conditions must be read having regard to the provisions of the Act and at law to the extent that those provisions are applicable to consumers under the Act and at law. These Terms and Conditions do not have the effect of excluding, restricting or modifying rights under the Act or at law which cannot be excluded, restricted or modified by agreement.
- 1.4 These Terms and Conditions are subject to and are overridden by the terms of any applicable (in this order of precedence) Bill of Lading, Charter Party, statement of work, framework agreement, any special conditions to these Terms agreed in writing by the Company or other contractual freight related standard documentation.

2. DEFINITIONS

- 2.1 **Act** - Competition and Consumer Act 2010 (Commonwealth).
- 2.2 **Company** - Westlink Logistics Pty Ltd (ACN 058 919 305 ABN 25 058 919 305).
- 2.3 **Terms and Conditions** - These Standard Terms and Conditions of Contract.
- 2.4 **Consequential Loss** -
- a) Any indirect or consequential loss or damage however caused, including without limitation any:
- i. loss of (or anticipated loss of) use, production, revenue, income, profits, business and savings; or
- ii. business interruption, whether or not the indirect or consequential loss or damage was foreseeable or foreseen; and
- b) Any liability of a person to any other person, or any claim brought against the person by any other person, and any other costs or expenses in connection with the liability or claim.
- 2.5 **Customer / Customers** - Any person on whose request or on whose behalf the Company provides the Services to.
- 2.6 **Goods** - All or any part of the goods (including any packaging, containers or similar) supplied by the Customer to the Company in respect of which the Company provides the Services.
- 2.7 **Hazardous Goods** - Noxious, dangerous, hazardous or inflammable or explosive Goods or any Goods likely to cause damage. The expression "Goods likely to cause damage" includes Goods likely to harbour or encourage vermin or other pests and all such Goods as fall within the definition of hazardous and dangerous Goods in the legislation governing cartage by road or rail in the States and Territories of Australia.
- 2.8 **PPSA** - The PPS Act and any other legislation and regulations in respect of it and the following words in clause 23 have the respective meanings given to them in the PPS Act: collateral, interested person, purchase money security interest, register, registration, security agreement, security interest, and verification statement.
- 2.9 **PPS Act** - The Personal Property Securities Act 2009 (Cth) (as amended).
- 2.10 **Services** - All or any business undertaken by the Company under these Terms and Conditions.

3. DISCRETION

- 3.1 The Company in its sole and absolute discretion may refuse to deal with any Goods or to provide the Services without assigning any reason therefore.

4. QUOTATIONS

- 4.1 Any quotation given by the Company is valid for fourteen (14) days unless withdrawn earlier by the Company. The Company may withdraw a quotation (prior to acceptance by the Customer) by providing notice in writing to the Customer.
- 4.2 The Customer agrees that if any changes occur in the rates of customs, duty, freight, warehousing, insurance premiums or other charges applicable to the Goods, the Company may revise the quotations or charges without the consent of the Customer by providing notice in writing to the Customer.

5. CUSTOMER INSTRUCTIONS

- 5.1 Any instructions given to the Company by a Customer may, in the absolute discretion of the Company, be complied with by the Company as principal contractor:
- a) by its own servants performing part or all of the relevant Services; and/or
- b) by the Company employing or instructing or entrusting the Goods to others on such other conditions as they may stipulate to perform part or all of the Services.
- 5.2 Where it is necessary for the Company to act as the agent for the Customer, the Company shall act as agent for the Customer as disclosed principal and be entitled to enter into such contracts and make such declarations as required on behalf of the Customer to enable the provision of the Services. The Customer agrees to indemnify and release the Company from all liability arising from acting as agent of the Customer in such circumstances.

6. GENERAL CUSTOMER WARRANTIES

- 6.1 Customers entering into transactions of any kind with the Company expressly warrant that:
- a) they are either the owners or the authorised agents of the owners of any and all Goods or property the subject matter of the transaction;
- b) they accept these Terms and Conditions for themselves and for all other parties on whose behalf they are acting and warrant that they have authority to do so; and
- c) the Goods are lawful in the place of loading and in the place of delivery.
- 6.2 The Customer and the senders, owners and consignees of any Goods and their agents, if any, shall:
- a) be deemed to be bound by and warrant the accuracy of all descriptions, values and other particulars furnished to the Company for customs, consular and other purposes; and
- b) jointly and severally indemnify the Company against all losses, damages, expenses and fines arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence, wilful act or omission.

7. CHOICE OF ROUTE

- 7.1 The Company reserves to itself complete freedom of choice of route and procedure to be followed in the handling and transportation of the Goods, subject to express instructions in writing given by the Customer and agreed by the Company.
- 7.2 Notwithstanding clause 7.1 above, if in the Company's opinion it is necessary or desirable in the Customer's interests to depart from any express instructions, the Company is authorised to depart from any such express instructions without consulting or obtaining the consent of the Customer.

8. PACKING

- 8.1 Except where the Company is instructed in writing to pack the Goods, the Customer warrants that all Goods have been properly and sufficiently packed and/or prepared to enable the Services to be provided.
- 8.2 The Company shall have no liability to the Customer for Goods that are improperly packed by the Customer or a third party.

9. BROKERAGE

- 9.1 The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations retained by or paid to ship agents, freight forwarders and insurance brokers.

10. INVOICING AND CHARGES

- 10.1 The Company will issue an invoice to the Customer prior to the commencement of the Services.
- 10.2 Ordinarily the Company requires the Customer to pay the invoice amount in full prior to the Company commencing the Services. However, in the absolute discretion of the Company, the Company may agree in writing with the Customer to provide the Services prior to the full payment of the invoice amount provided the Customer:

- a) provide a bank guarantee from the Customer's bank guaranteeing the outstanding amount of the invoice;
- b) provide a parent company guarantee from the Customer's parent company guaranteeing the outstanding amount of the invoice; or
- c) enter into a suitable arrangement in writing with the Company.

In all circumstances invoices must be paid no later than 30 days after the issue of the invoice except for the instances in the table below, where payment must be made earlier in accordance with the table below:

Item	Payment timing
Ocean Freight	7 days after completion in load port but always before arrival in port of discharge
Duty, Cargo Taxes and Airfreight	Disbursement prior to release of cargo

- 10.3 The Company's charges to Customers, including freight, shall be deemed fully earned on receipt of the Goods by the Company and shall be paid and non-returnable in any event.
- 10.4 All unpaid charges shall be paid in full and without any offset, counterclaim or deduction, in the currency of the place of receipt of the Goods or at the Company's option, in the currency of the place of delivery at the telegraphic transfer selling rate in effect on the day of payment. If the date determined above falls on a day which banks are closed for business, the rate ruling on the next succeeding business day shall govern.
- 10.5 On all accounts overdue to the Company, the Company is entitled to liquidated damages to be calculated at 3 percentage points above the overdraft rate which the Company is subject to by its bank during the periods that such amounts remain overdue.
- 10.6 The Company's charges, including freight, have been calculated on the basis of particulars furnished by, or on behalf of, the Customer. The Company may at any time open any container or any other package or unit in order to re-weigh, re-measure or re-value the contents. If the particulars furnished by or on behalf of the Customer are incorrect, it is agreed that a sum equal to the additional cost of the freight and any other related charges shall be payable as liquidated damages to the Company.
- 10.7 The Company and Customer agree that the sums calculated in clauses 10.5 and 10.6 are a genuine pre-estimation of damage which would be suffered by the Company in such circumstances.
- 10.8 When Goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer shall remain responsible for the same if they are not paid by such consignee or other person.
- 10.9 All fees and invoices will be subject to applicable goods and services taxes, sales tax and GST, whether arising in Australia or elsewhere.
- 10.10 All fees and invoices issued by the Company exclude any duty, tax, impost, excise, levy, penalty, deposit or outlay of whatsoever nature levied by any Government unless specifically noted in the Company's invoice.

11. LIENS

- 11.1 All Goods and documents relating to Goods shall be subject to a particular and general lien for moneys due either in respect of such Goods or any particular or general balance of other moneys due from the Customer, the senders, owners or consignee to the Company.
- 11.2 If any moneys due to the Company are not paid within one calendar month after notice has been given in writing to the person from whom the moneys are due that such Goods are detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person and the proceeds applied in or towards satisfaction of such particular and general lien.

12. TAXES

- 12.1 The Customer and the senders, owners and consignees and their agents, if any, shall:
- a) be jointly and severally liable for:
- i. any duty, tax, impost, excise, levy, penalty, deposit or outlay of whatsoever nature levied by any Government or the authorities at any port or place in connection with the Goods; and
- ii. any payments, fines, expenses, loss or damage incurred or sustained by the Company in connection therewith; and
- b) indemnify the Company, its servants and agents from all claims by third parties howsoever arising in connection with the Goods and the Services.

13. INSURANCE

- 13.1 No insurance will be effected except upon express instructions as to the risks to be insured against and the value or values to be declared in writing by the Customer and all insurances effected by the Company subject to the usual exceptions and conditions of the policies of the insurance company or underwriters accepting the risk.

13.2 The Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers' dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer.

13.3 Irrespective of any other provisions in these Terms and Conditions, Services will be subject to and the liability of the Company will be capped the Company's insurance limits for the following applicable insurance:

- a) Public and Products Liability;
- b) Workers Compensation; and
- c) Charterers Liability.

In accordance with the provisions relating to 'Liability' below, the Company shall not maintain cargo liability insurance (also known as transport and logistics insurance or marine transit insurance) during the provision of Services for the Customer.

14. LIABILITY

14.1 The Company shall not be liable for:

- a) loss of or damage to Goods unless such loss or damage:
 - i. occurs whilst the Goods are in the actual custody of the Company and under its actual control; and
 - ii. is due to the wilful neglect or default of the Company or its own servants; and
- b) any delay in delivery, forwarding or transit or failure to deliver Goods, any deterioration, contamination, evaporation or any Consequential Loss or loss of market however caused;
- c) failure to follow instructions given to it by or on behalf of the Customer whether or not such failure is wilful;
- d) for any damage or expense arising from or in any way connected with marks, numbers, brands, contents, quality or description of any Goods; and
- e) for loss or damage resulting from fire, water, explosion or theft whether caused by negligence of the Company's servants or otherwise.

14.2 The Company is not an advisor in respect of customs duties, taxes or other imposts. Any information as to the classification of the liability for or the amount, scale or rate of customs and/or exercise duty or other impost, tax or rate applicable to any Goods or property whatsoever provided by the Company is of a general nature only. The Customer agrees to independently verify any such information provided by the Company.

14.3 If there shall be a forced interruption or abandonment of a voyage or flight at the port or airport of shipment or elsewhere, any forwarding of the Goods or any part thereof shall be at the risk and expense of the Customer and the senders, owners and consignees.

14.4 Liability of the Company arising out of any one incident whether or not there has been any declaration of value of the Goods, for breach of warranty implied into these Terms and Conditions by the Act or howsoever arising, is limited to any of the following as determined by the Company:

- a) the supplying of the Services again; or
- b) the payment of the cost of having the Services supplied again; or
- c) the amount payable under the Applicable Convention; or
- d) as set out in the Bill of Lading.

14.5 In any event, the Company's liability arising out of or in connection with these Terms and Conditions and the provision of the Services, whether in contract or at law, will not exceed 100% of the price for the Services, and the Customer indemnifies and releases the Company from and against any liability in excess of 100% of the price for the Services.

Applicable Conventions

14.6 The term 'Applicable Convention' as used herein refers to the mandatory provisions of the international convention applicable to the agreed transport.

14.7 In the case of domestic carriage of goods by land, road or air in Australia:

- The Competition and Consumer Act 2010 (Cth) and the Civil Aviation (Carriers' Liability) Act 1959 (Cth) as applicable.

14.8 In the case of international carriage of goods by land, road or air:

- The Convention on the Contract for the International Carriage of Goods by Road (CMR), signed in Geneva on 19 May 1956, the 1999 Montreal Convention and the Civil Aviation (Carriers' Liability) Act 1959 (Cth) as applicable.

14.9 In the case of international or domestic carriage of goods by sea, ocean or other waterways:

- The Hague-Visby rules laid down in the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading (Brussels, 25 August 1924), as amended by the Protocol of 23 February 1968 and the Protocol of 21 December 1979.

14.10 For the avoidance of doubt, except as provided in these Terms and Conditions, the Company shall have no liability to the Customer relating to the supply of Services, the loss or damage to Goods or otherwise, for claims and losses that relate to cargo or transport and logistics Services. The Company will not carry insurance for losses and claims that relate to Goods, cargo or transport and logistics Services. If the Customer makes a request in writing to the Company to obtain Goods, cargo or transport and logistics services insurance as part of the provision of Services to the Customer, if the Company can obtain such insurance, the Company shall pass on the costs it incurs in obtaining the insurance to the Customer plus a margin of 10% as an additional fee.

14.11 The Company shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Company within six months after delivery of the Goods or the date when the Goods should have been delivered. In the event that the said time period shall be found contrary to any Convention or law compulsorily applicable the period prescribed by such Convention or law shall then apply but in that circumstance only.

14.12 Instructions to collect payment on delivery (COD) in cash or otherwise are accepted by the Company upon the condition that the Company in the matter of such collection will be liable for the exercise of reasonable diligence and care only.

14.13 Notwithstanding anything to the contrary in these Terms and Conditions, the Company is not liable for any Consequential Loss or liquidated damages arising from providing the Services or dealing with the Goods.

14.14 The Customer is solely responsible for and indemnifies the Company in respect of any liabilities, losses, damages suffered or incurred by the Company that relate to third party claims against the Company arising out of or in connection with any act or breach or negligent act or omission on the part of you, your employees, agents and subcontractors in relation to the provision of the Goods or Services.

Special Liability and Indemnity Conditions

14.15 To the extent that the Company acts as an agent, the Company does not make or purport to make any contract with the Customer for the carriage, storage or handling of the Goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in

securing such services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.

14.16 The Company shall not be liable for the acts and omissions of third parties referred to in clause 14.15.

14.17 The Company, when acting as an agent, has the authority of the Customer to enter into contracts on the Customer's behalf and to do acts which bind the Customer in all respects notwithstanding any departure from the Customer's instructions.

14.18 Except to the extent caused by the Company's negligence, the Customer shall defend, indemnify and hold harmless the Company in respect of all liability, loss, damage, costs or expenses arising out of any contracts made in the procurement of the Customer's requirements in accordance with clause 14.1.

15. PERISHABLE GOODS

15.1 Perishable Goods, which are:

- a) not taken up immediately upon arrival;
- b) which are insufficiently addressed or marked or otherwise not identifiable; or
- c) not accepted by the consignee,

may be sold or otherwise disposed of without any notice to the Customer. The proceeds of any sale shall be paid to the Customer. The Company is entitled to deduct from such proceeds its own internal costs and all charges and expenses incurred with the sale of such goods. All charges and expenses arising in connection with the disposal of the Goods shall be paid by the Customer.

16. NON-PERISHABLE GOODS

16.1 Non-perishable Goods which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee may be sold or returned, at the Company's option, provided:

- a) the Company provides written notice to the Customer that it intends to sell the Goods or return the Goods to the Customer (as applicable); and
- b) the Customer fails to make arrangements for the Goods with 21 days of receiving that notice.

16.2 The proceeds of any sale shall be paid to the Customer minus all internal costs, charges and expenses incurred by the Company in connection with the sale of the Goods. Where the Goods are instead returned to the Customer, the Customer is liable for all changes associated with such return.

16.3 A communication from any agent or correspondent of the Company to the effect that the Goods cannot be delivered for any reason shall be conclusive evidence of that fact.

17. HAZARDOUS GOODS

17.1 Except under special arrangements previously made in writing, the Company will not accept or deal with any Hazardous Goods.

17.2 Any person delivering Hazardous Goods to the Company or causing the Company to handle or deal with any such Goods (except under special arrangements previously made in writing) shall

- a) be liable for all loss or damage caused thereby (including damage to third party goods); and
- b) indemnify the Company against all penalties, claims, damages, costs and expenses arising in connection therewith,

and the Hazardous Goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time without notice to, or the prior approval of, the Customer.

17.3 If Hazardous Goods are accepted under arrangements previously made in writing they may nevertheless be so destroyed or otherwise dealt with if they become dangerous to other Goods or property without notice to, or the prior approval of, the Customer.

18. GOODS REQUIRING TEMPERATURE CONTROL

18.1 Except under special arrangements previously made in writing, the Company will not accept or deal with any Goods which require temperature control.

18.2 Any person delivering Goods which require temperature control to the Company or causing the Company to handle or deal with any such Goods (except under special arrangements previously made in writing) shall be liable for all loss or damage caused thereby and shall indemnify the Company against all penalties, claims, damages, costs and expenses arising in connection therewith.

18.3 If Goods which require temperature control are accepted under arrangements previously made in writing, and such Goods are prepared or loaded by or on behalf of the Customer (other than by the Company), the Customer warrants that:

- a) the container has been sufficiently cooled or heated;
- b) the Goods have been properly loaded and packed into the container; and
- c) the container's thermostatic controls have been properly set.

19. VALUABLE GOODS

19.1 Except under special arrangements previously made in writing, the Company will not accept:

- a) bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants; or
- b) any liability whatsoever for any such Goods.

20. STORAGE

20.1 Pending forwarding and delivery Goods, may be warehoused or otherwise held at any place or places at the sole discretion of the Company at the Customers risk and expense.

21. COMPANY SERVANTS AND EMPLOYEES

21.1 Any servant, employee or agent of the Company may rely on and shall be entitled to the full benefit of all provisions in these Terms and Conditions excluding or restricting tortious liability of any kind.

21.2 The Customer undertakes that it shall in any event indemnify the Company against all liabilities suffered or incurred by the Company arising directly or indirectly from or in connection with the Customer's instructions or their implementation or the Goods including containers and in particular the Customer shall indemnify the Company in respect of any liability it may be under to any servant, agent or sub-contractor, or any haulier, carrier, warehouseman, or other person whatsoever at any time involved with the Goods arising out of any claim made directly or indirectly against any such party by the Customer or by any sender, consignee or owner of the Goods or by any person interested in the Goods or by any other person whatsoever.

22. ENFORCEMENT AND RECOVERY

22.1 Without prejudice to any other Condition, the Company shall have the right to secure a liability (including a prospective liability) or to enforce any liability of the Customer under these Terms and Conditions against the Goods under the PPSA or to recover any sums to be paid by the Customer under these Terms and Conditions not only against or from the Customer but also if it thinks fit against or from the sender and/or owners and/or consignees of the Goods.

23. PPSA

- 23.1 The Customer consents to the Company affecting and maintaining a registration on the register (in any manner the Company considers appropriate) in relation to any security interest contemplated or constituted by these Terms and Conditions in the Goods and the proceeds arising in respect of any dealing in the Goods and the Customer agrees to sign any documents and provide all assistance and information to the Company required to facilitate the registration and maintenance of any security interest. The Customer waives the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the Goods.
- 23.2 The Customer undertakes to do anything (in each case, including executing any new document or providing any information) that is required by the Company (i) so that the Company acquires and maintains one or more perfected security interests under the PPSA in respect of the Goods and their proceeds, and (ii) to ensure that the Company's security position, and rights and obligations, are not adversely affected by the PPSA;
- 23.3 If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with these Terms and Conditions and:
- section 115(1) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and the Customer will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and
 - section 115(7) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and the Customer will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.
- 23.4 Unless otherwise agreed and to the extent permitted by the PPSA, the Company and the Customer agree not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. The Customer waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of the above information.
- 23.5 For the purposes of section 20(2) of the PPS Act, the collateral is the Goods including any Goods which are described in any order confirmation, quotation or any other document provided by the Company from time to time. These Terms and Conditions are a security agreement for the purposes of the PPS Act.
- 23.6 The Company may apply amounts received in connection with these Terms and Conditions to satisfy obligations secured by a security interest contemplated or constituted by these Terms and Conditions in any way the Company determines in its absolute discretion.
- 23.7 The Customer agrees to notify the Company in writing of any change to the Customer's details within 5 days from the date of such change.

24. CONFLICTS

24.1 The use of a Customer's own form shall in no way derogate from these Terms and Conditions. These Terms and Conditions, notwithstanding anything contained in a Customer's form, constitute the entire terms of the agreement so entered into irrespective of any inconsistency between these Terms and Conditions and a Customer's own form.

25. DEEMED DELIVERY

25.1 The Goods shall be deemed to have been delivered as described unless written notice of loss or of damage to the Goods indicating the general nature of such loss or damage shall have been given in writing to the Company or to its representative at the place of delivery before or at the time of removal of the Goods by a representative of the person entitled to delivery thereof or if the loss or damage be not apparent within three consecutive days thereafter.

26. NO VARIATION

26.1 No agent or employee of the Company has the Company's authority to alter or vary these Terms and Conditions. All variations to these Terms and Conditions must be in writing and be signed by a Director of the Company.

27. DISPUTE RESOLUTION

- 27.1 If an issue or dispute arises in connection with these Terms and Conditions the parties agree to use their reasonable endeavours to reach a reasonable and equitable resolution of the dispute through negotiations and/or mediation.
- 27.2 If the dispute is not resolved within 30 days under clause 27.1 the dispute shall be determined by arbitration.
- 27.3 The arbitration shall be conducted in accordance with the Commercial Arbitration Act 2012 (WA) ("Act").
- 27.4 The arbitration shall be conducted by one arbitrator jointly selected by the parties. The parties agree that the proceedings are to be conducted as expeditiously as possible and shall instruct the arbitrator accordingly.
- 27.5 Unless otherwise agreed by all parties to the dispute, the place of the arbitration shall be Perth, Western Australia.
- 27.6 The arbitration proceedings shall be conducted in the English language.
- 27.7 The award of the arbitral tribunal shall be final and binding. Judgment on the award of the arbitral tribunal may be entered and enforced by any court of competent jurisdiction.
- 27.8 Nothing in this clause prevents either party from applying to a court for urgent injunctive relief.

28. SURVIVAL

28.1 All the rights, immunities and exemptions from liability in these Terms and Conditions shall continue to have their full force and affect in all circumstances and not withstanding any breach of this contract or of any of these Terms and Conditions by the Company or any other person entitled to the benefit of such provisions and irrespective of whether such may constitute a fundamental breach of contract or a breach of a fundamental term.

29. SEVERABILITY

29.1 A term or part of a term of these Terms and Conditions that is illegal or unenforceable may be severed from these Terms and Conditions and the remaining terms or parts of the terms of these Terms and Conditions continue in force.

30. GOVERNING LAW

30.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Western Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.