

Allshelter Pty Ltd

Definitions

"Australian Consumer Law" means Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*.

"Company" means **Allshelter Pty Ltd** (ACN 163 288 355).

"Customer" means the party placing the Order with or purchasing Products from the Company.

"Order" means an offer by a Customer to purchase Products from the Company.

"PPSA" means the Personal Property Securities Act 2009 (Cth) and its associated Regulations as varied from time to time.

"PPSR" refers to the Personal Property Securities Register established under the PPSA.

"Products" includes any shelters, structures, goods, services or materials ordered by the Customer from the Company or supplied by the Company on the Order of the Customer.

MTO Product refers to made to order products which includes any Product that has been specially ordered for a Customer (whether locally or from overseas) or which is specially manufactured for the Customer or is not a stocked item.

"Sale T&Cs" means these Terms & Conditions of Sale or the current Terms & Conditions of Sale as varied and applicable from time to time.

"Warranty" means the Allshelter Pty Ltd Warranty Terms and Conditions as applicable at the time of purchase.

"Writing" includes quotes, letters, fax, email and SMS or other similar electronic communication methods.

1 Sale Terms

- 1.1 These Sale T&Cs as updated from time to time shall apply to all sales agreements between the Company and the Customer including all Orders or other sales and will prevail over all prior conditions previously agreed between the parties.
- 1.2 The Sale T&Cs may be varied from time to time by the Company with notice and the Sale T&Cs as published on the website of the Company, at the time of placing any specific order or part of an order shall be taken by the parties to be the then current version of the T&Cs applicable to such Orders.
- 1.3 The Customer agrees and acknowledges that the Company's act of uploading any variation to the T&Cs to its website constitutes notice having been given to the Customer of a variation to the Sale T&Cs.
- 1.4 Any supply of Products by the Company to the Customer made after the date of acceptance of these Sale T&C's is a supply pursuant to the supply agreement constituted by these Sale T&C's and the relevant Order accepted by the Company ('Agreement') and any such supply does not give rise to a new or separate agreement.

2 Order and Acceptance

- 2.1 Any Order submitted to the Company by a Customer shall be deemed to be made pursuant to the terms of the Sale T&Cs.
- 2.2 Any Order placed or made by the Customer shall be an irrevocable offer and shall constitute an unqualified acceptance by the Customer of the Sale T&Cs.
- 2.3 The Company reserves the right to accept or reject a Customer's order for any reason, including without limitation, the unavailability of any Product, an error in the Product description on the Company website, or an error in the Order. The Company may require additional verification or information before accepting any Order.
- 2.4 The Company may accept any Order in whole or in part by providing confirmation of the Order. Acceptance may be oral or in writing at the Company's discretion. Accepted Orders may not be varied or cancelled by the Customer without the Company's written consent and (subject to the conditions set out herein) there is no right of return and where consent is provided may be subject to an Order Cancellation Charge of 20% of the value of the Products Ordered.
- 2.5 A cancellation of an order for any MTO Product shall not in any case be eligible for return or refund.
- 2.6 The Company reserves the right to substitute Products that are not available for comparable Products of equal or higher specification, unless the order specifies that the Products are "not to be substituted".

3 Price

- 3.1 The price of the Products shall be as agreed in writing between the parties or where there is no agreed price, the price shall be the amount indicated on the quote provided by the Company to the Customer regarding Products ordered.
- 3.2 If the Company's cost of supplying the Product increases by more than 10% due to any change in the amount of any GST and other taxes, currency fluctuations, duties, freight and transport charges which may be applicable between the date of the quote and the date of supply to the Customer, the Company may upon written notice at any time before delivery increase the price of the Products by the same amount.
- 3.3 The Company may charge in addition to the price of the Products the recovery rate for delivery, freight, demurrage and handling at rates dependent on distance and volume of Products supplied. While every effort will be made to set out these costs in our quotes our suppliers rates are subject to change without notice.
- 3.4 The date for payment of the price of the Products will be set out in the invoice and if it is not set out in the invoice then seven (7) days from the date of the invoice.

4 Credit granting and payment

- 4.1 The Company may accept an Order and require a deposit on Order and the balance prior to delivery, or may accept an Order and allow credit for part or all of its value as a condition of delivery. Credit approval once granted may be withdrawn at any time. Where credit approval has not been granted, or is withdrawn, payment for all Products supplied is required before delivery (cash or cleared funds).
- 4.2 Where credit approval has been granted to the Customer, all Tax Invoices issued by the Company are due and payable by the date for payment agreed in writing by the Customer and the Company but if no agreement in writing is made then no later than seven (7) days from the date of the Tax Invoice.

- 4.3 The Company may charge in addition to the price of the Products an Account Fee for the administration and finance cost of credit at a rate dependent on the amount and value of credit granted. The rate of such Account Fee is specified in the Account opening letter and is subject to change on provision of written notice.

5 Credit Policy and Default

- 5.1 The Customer shall be in default of the Sales T&Cs and the agreement with the Company in the event that the Customer:
- 5.1.1 fails to make any payment payable pursuant to the Sales T&Cs within the payment terms; or
 - 5.1.2 breaches any of the warranties, obligations or agreements set out in the Sales T&Cs; or
 - 5.1.3 commits an act of bankruptcy, insolvency or has a receiver, administrator or liquidator appointed.
- 5.2 The Company may charge interest on all amounts not paid by the Customer within the stated terms for payment at a rate of 1.5% per calendar month calculated from the due date and accruing monthly therefrom until the date of payment.
- 5.3 If the Customer is in default, the Customer must reimburse and indemnify the Company from and against all expenses, costs and disbursements incurred by the Company in pursuing the debt including all reasonably incurred legal costs on a “solicitor and own client” basis and the fees charged to the Company by any mercantile agency.
- 5.4 If the Customer fails to pay the price by the due date, the Company may at its sole discretion:
- (a) cancel any provision of credit to the Customer;
 - (b) reverse any rebates and discounts allowed;
 - (c) change credit payment terms including require cash pre-payment for any further Products ordered;
 - (d) provide to a credit reporting agency details of the payment default;
 - (e) commence legal proceedings against the Customer (and any guarantors) for all outstanding amounts, interest and costs;
 - (f) decline to supply Products to the Customer and terminate any other agreement with the Customer; and;
 - (g) exercise any other rights at law including pursuant to the PPSA.
- 5.5 A certificate of debt signed by a representative of the Company shall be prima facie evidence and proof of money owing by the Customer to the Company at the time of the certificate.

6 GST

- 6.1 The Company reserves the right, upon production of a Tax Invoice, to recover from the Customer any Goods and Services Tax (GST) payable in respect of supply of Products.
- 6.2 Unless expressly included all amounts expressed or described in any agreement or in invoices are GST exclusive.

7 Delivery

- 7.1 Delivery of the Products shall be deemed to have taken place when:
- (a) the Customer takes possession of the Products at the Company’s address if the Products are collected; or

- (b) the Products are delivered at the Customer's nominated address (in the event that the Products are delivered by the Company or the Company's nominated carrier); or
 - (c) the Customer's nominated carrier takes possession of the Products in which event the carrier shall be deemed to be the Customer's agent.
- 7.2 The Customer's nominated address shall be the address specified in the Commercial Account Application Form or agreed in writing by the Company.
- 7.3 Delivery of Products may not be refused by the Customer after an Order has been accepted by the Company. Where prices are stated as inclusive of delivery, delivery is to the delivery point accepted by the Company.
- 7.4 The Customer shall make all arrangements necessary to accept delivery of the Products whenever they are tendered for delivery. In the event that the Customer is unable or unwilling to accept delivery of the Products as arranged, then the Company shall be entitled to charge all reasonable costs for the demurrage, return, storage and redelivery. The current Storage Charge is \$30 per pallet space per week (or part thereof) from the date the Products are tendered for delivery until the date of delivery.
- 7.5 If the Customer does not either collect or accept delivery of the goods within 30 days of their first refusal or failure to accept delivery of the Products by the Company, the Company may at their discretion either dispose of or re-sell the Products. In this event the Customer will remain liable for:
 - 7.1.1 The Price of the Products;
 - 7.1.2 any interest that has accrued on the unpaid Price in accordance with the Sale T&Cs;
 - 7.1.3 the Account Fee for the administration and finance cost of credit in accordance with the Sale T&Cs;
 - 7.1.4 costs incurred by the Company for demurrage, return, storage and redelivery of the Products;
 - 7.1.5 disposal costs;
 - 7.1.6 if the Products are resold, any difference in price achieved by the Company re-selling the Products
 - 7.1.7 all reasonably incurred legal costs on a "solicitor and own client" basis and the fees charged to the Company by any mercantile agency;
- 7.6 Delivery of Products to a third party or place nominated in any way by the Customer is deemed to be delivery to the Customer pursuant to the Sale T&Cs.
- 7.7 The Company shall not be liable for any loss or damage or expense arising from failure by the Company to deliver the Products at a specified time, promptly or at all and the failure of the Company to deliver at a specific time or at all shall not entitle either party to treat this contract as repudiated.

8 Product Information, Prices, Photos and Images

- 8.1 The Product range on the Company website may vary from printed catalogues. Product information, photos and images may differ from the actual Products. Photos and images on the website, electronic mail and in printed material are for illustration purposes only.

9 Passing of Risk

- 9.1 The risk (but not title) in respect of Products sold passes to the Customer immediately upon delivery to the customer, the Customer's agent or courier as the case may be.

10 Retention of Title

- 10.1 Ownership, title and property in the Products and in the proceeds of sale of those Products remains with Company until payment in full for the Products and all sums due and owing by the Customer to Company on any account has been made. Until the date of payment:
- (a) the Customer has the right to sell the Products in the ordinary course of business;
 - (b) the Products are always at the risk of the Customer.
- 10.2 The Customer is deemed to be in default immediately upon the happening of any of the following events:
- (a) if any payment to Company is not made promptly before the due date for payment;
 - (b) if the Customer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Customer payable to Company is dishonoured;
- 10.3 In the event of a default by the Customer, then without prejudice to any other rights which Company may have at law or under this Agreement:
- (a) Company or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Products.
 - (b) Company may recover and resell the Products;
 - (c) if the Products cannot be distinguished from similar products which the Customer has or claims to have paid for in full, Company may in its absolute discretion seize all products matching the description of the Products and hold same for a reasonable period so that the respective claims of Company and the Customer may be ascertained. Company must promptly return to the Customer any products the property of the Customer and Company is in no way liable or responsible for any loss or damage to the Products or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Products.
 - (d) In the event that the Customer uses the Products in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Products in trust for Company. Such part will be an amount equal in dollar terms to the amount owing by the Customer to the Company at the time of the receipt of such proceeds. The Customer will pay Company such funds held in trust upon the demand of Company.

11 Personal Property Securities

- 11.1 Defined terms in this clause have the same meaning as given to them in the PPSA.
- 11.2 Company and the Customer acknowledge that these Sale T&C's constitute a Security Agreement and entitle the Company to claim:
- (a) a Purchase Money Security Interest ("PMSI") in favour of Company over the Collateral supplied or to be supplied to the Customer as Grantor pursuant to these Sale T&C's; and
 - (b) a security interest over the proceeds of sale of the Collateral referred to in (a) as original collateral.
- 11.3 The goods supplied or to be supplied under these Sale T&C's fall within the PPSA classification of "Other Goods" acquired by the Customer pursuant to these Sale T&C's.

- 11.4 The Proceeds of sale of the Collateral referred to in clause 11.2(a) falls within the PPSA classification of "Account".
- 11.5 Company and the Customer acknowledge that Company, as Secured Party, is entitled to register its Security Interest in the Collateral supplied or to be supplied to Customer pursuant to these Sale T&C's and in the relevant Proceeds.
- 11.6 To the extent permissible at law, the Customer:
- (a) waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer to Company.
 - (b) agrees to indemnify Company on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;
 - (i) registration or amendment or discharge of any Financing Statement registered by or on behalf of Company; and
 - (ii) enforcement or attempted enforcement of any Security Interest granted to Company by the Customer;
 - (c) agrees that nothing in sections 130 and 143 of the PPSA will apply to these Sale T&C's or the Security under these Sale T&C's;
 - (d) agrees to waive its right to do any of the following under the PPSA:
 - (i) receive notice of removal of an Accession under section 95;
 - (ii) receive notice of an intention to seize Collateral under section 123;
 - (iii) object to the purchase of the Collateral by the Secured Party under section 129;
 - (iv) receive notice of disposal of Collateral under section 130;
 - (v) receive a Statement of Account if there is no disposal under section 132(4);
 - (vi) receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.
 - (vii) receive notice of retention of Collateral under section 135;
 - (viii) redeem the Collateral under section 142; and
 - (ix) reinstate the Security Agreement under section 143.
 - (e) All payments received from the Customer must be applied in accordance with section 14(6)(c) of the PPSA.

12 Returned Cheques

- 12.1 An administration fee of \$55.00 including GST plus all associated bank charges may be applied to any cheque payment returned unpaid by the bank for whatever reason. This fee may increase without notice to cover the expenses and cost actually incurred by the Company.

13 Currency

- 13.1 Payments must be made in Australian dollars. Payments remitted in foreign currency must include all related bank charges and currency conversion costs both on the payment and receiving end.

14 Defects, Claims and Returns

- 14.1 The Customer accepts that minor defects in the Products do not constitute grounds for a claim of defective goods .
- 14.2 The Customer accepts that MTO Products may not be returned.
- 14.3 Refunds or returns will only be given to the extent there is a non-excludable right to return or refund under the Australian Consumer Law or the Sale of Goods Act NSW or other applicable legislation.
- 14.4 The Customer will inspect and check all Products received and within seven (7) days of receipt notify the Company in writing of any shortage in quantity, defect, incorrect specification, damage or Products not in accordance with the Customer's Order. The Customer is responsible for checking that Products comply with those ordered prior to use. After use or expiry of the time stated herein the Product shall be deemed to be free from any defect or damage at delivery.
- 14.5 The Customer agrees that it will not return any defective Products without first informing the Company so that a Returns Authorisation ("RA") number may be issued by the Company for valid returns. The RA is valid for seven (7) days. Defective Returned Products must be unmarked, in a saleable condition and must include the original packaging, delivery document and Tax Invoice.
- 14.6 No credit or replacement will be given unless and until Products so returned have been verified as being defective and are returned with a valid RA number. The Company reserves the right to recover its costs where the returned Products prove not to be defective. Returned Products must be returned to the Company at Lot 2 Narrandera Street, Lake Cargelligo NSW 2672 or another address agreed by the Company. All freight, handling and other charges in relation to returning Products (other than Products defective or not ordered) are the responsibility of the Customer.

15 Recovery

- 15.1 Notwithstanding any other provision to the contrary, if any amount is not paid by the Customer within the terms for payment, the Company reserves the following rights in relation to the Products until all amounts owed by the Customer to the Company in respect of the Products and all other Products supplied to the Customer by the Company at any time are fully paid:
- (a) legal and equitable ownership of the Products; and
 - (b) to retake possession of the Products; and
 - (c) to keep or resell any of the Products repossessed.
- 15.2 The Customer hereby grants full leave and irrevocable license without any liability to the Company and any person authorised by the Company to enter any premises by any means where the Products may for the time being be placed or stored for the purpose of retaking possession of the Products.

16 Warranties, Disclaimer and Limitation of Liability

- 16.1 Except as expressly provided in the Sale T&Cs and the Warranty Terms & Conditions or as set out in the Company's acceptance and to the extent permitted by law, no guarantee, warranty,

condition, undertaking or term, express or implied, statutory or otherwise, as to the condition, quality, performance, aesthetic appearance, merchantability or fitness for purpose of any Products provided under this agreement is given or assumed by the Company and all such guarantees, conditions, warranties and liabilities (including liability as to negligence) express or implied relating to such Products are, subject to clauses 17.6 and 17.7, hereby excluded.

- 16.2 All Products and MTO Products are built to withstand design wind speeds as detailed in the relevant Company drawings and information. These wind speeds have been determined from the Australian Standard AS1170.2:2011 and include an allowance for building height, but not for all local topographic effects. If the structure is to be located in an area of high winds such as a hilltop or similar exposed topography and the Customer wants to ensure that the appropriate Product is supplied, the Customer must include in the Order the relevant wind rating and special conditions. The Company does not make any representations or warranties in relation to ultimate wind speeds differing to what is detailed in the relevant Company drawings and information unless confirmed in writing.
- 16.3 Products supplied may be supported by various components such as posts, walls, existing buildings, and shipping containers. The structural performance of each of these components is critical to the performance of the Products. The Company takes no responsibility for any damage arising from the failure of support components supplied by others.
- 16.4 Due to the inherent variability in ground conditions the Company takes no responsibility for any damage arising from foundation or anchorage failure. It is the responsibility of the Customer to check the suitability of foundations or anchorages for Products with a qualified engineer acquainted with local conditions.
- 16.5 The Products must be installed and used in accordance with the instructions provided by the Company or all warranty is voided. It is the Customer's responsibility to obtain any development or other approvals or licenses for the erection of Products, if required.
- 16.6 The Company acknowledges that certain legislation in Australia, including the Australian Consumer Law, provides guarantees and rights which cannot be excluded, restricted or modified or which may in certain cases only be modified or restricted to a limited extent. Nothing in these terms and conditions or the Warranty excludes, restricts or modifies, or is intended to exclude, restrict or modify, any guarantee, condition, warranty, right or liability implied by law (including any guarantee, condition, right or liability imposed under the Australian Consumer Law) which cannot lawfully be excluded, restricted or modified.
- 16.7 Notwithstanding clause 17.1 the Company liability is limited to, to the extent permissible by law and at Company's option;
- (a) in relation to the Goods:
 - (i) the replacement of the products or the supply of equivalent products
 - (ii) the repair of the products
 - (iii) the payment of the cost of replacing the products or of acquiring equivalent products; or
 - (iv) The payment of the cost of having the products repaired
 - (b) Where the Goods are services:
 - (i) the supply of service again; or
 - (ii) the payment of the cost of having the services supplied again.

- 16.8 To the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms are excluded and Company is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate Customer for:
- (a) any increased costs or expenses;
 - (b) any loss of profit, revenue, business, contracts or anticipated savings;
 - (c) any loss or expense resulting from a claim by a third party; or
 - (d) any special, indirect or consequential loss or damage of any nature whatsoever caused by Company's failure to complete or delay in completing the order to deliver the Goods.
- 16.9 The Customer acknowledges and agrees that in entering into a sales agreement it has not relied in anyway on the Company's representations and that it has satisfied itself as to the suitability of the Product for the Customer's purposes.
- 16.10 To the full extent permitted by law the Company will not be liable to the Customer for any aesthetic change, loss or damage (including loss of profits or any other indirect or consequential loss or damage including loss or damage to goods belonging to the Customer or a third party) arising directly or indirectly from:
- (i) the supply or use by the Customer of any Product; or
 - (ii) delayed or non-delivery of the Products for any reason including but not limited to loss, damage, theft of the Products whilst in transit; or
 - (iii) any breach by the Company of its obligations under a sales agreement.
- 16.11 The Customer must comply with the Warranty Terms & Conditions.
- 16.12 Subject to the provision in the Sales T&Cs and the content of the Warranty, the Company warrant the Products on the terms and conditions specified in the Warranty Terms & Conditions.

17 Set-off and assignment

- 17.1 The Customer shall not be entitled to retain, set off or deduct from the price of Products sold any sums owed or claimed to be owed to the Customer by the Company.
- 17.2 The Customer may not assign or subcontract any contract for the purchase of Products or its rights or obligations under a sales agreement.

18 Force Majeure

- 18.1 The Company will have no liability to the Customer in relation to any loss, damage or expense caused by the Company's failure to complete an Order or delivery or contract as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lock-out, war or the inability of the Company's suppliers to supply necessary materials or any other matter beyond the Company's control.

19 Privacy consent

- 19.1 The Company may give information to third parties about the Customer, its guarantors, directors or proprietors for the following purposes:
- (a) to obtain a consumer credit report about the Customer, its guarantors, directors or proprietors;
 - (b) to allow the credit reporting agency to create or maintain a credit information file containing information about the Customer, its guarantors, directors or proprietors;

- (c) for registration on the PPSR or other public records or registers; and
- (d) to obtain commercial credit information about the Customer, its guarantors, directors or proprietors from a credit reporting agency.

20 Waiver

- 20.1 The failure or indulgences by the Company to exercise, or delay in exercising, any right, power or privilege available to it under these Sale T&Cs will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any right or power and the Company shall be entitled to require strict compliance at all times.

21 Proper Law

- 21.1 The sales agreement is governed by and will be construed in accordance with the laws of the State of New South Wales, Australia.
- 21.2 The parties agree to submit to the exclusive jurisdiction of the Courts of the State of NSW if the Local Court has jurisdiction the Parties consent to the exclusive jurisdiction of the Local Court closest to the Company's place of business.
- 21.3 Any agreement formed pursuant to the Sale T&Cs shall be deemed to have been entered into at the Company's place of business.

22 General provisions

- 22.1 The Quote, Sale T&Cs, Warranty Terms & Conditions, Order and Tax Invoice represents the entire agreement between the Parties and no agreement or understanding varying or extending the terms of these Sale T&Cs shall be legally binding upon either Party unless in writing and signed by both Parties or allowed by these Sale T&Cs.
- 22.2 The Company may serve any notice or Court document on the Customer by hand or by forwarding it by post to the address of the Customer last known to the Company, or where a fax number or an email address has been supplied by the Customer, by sending it to that number or address. Such notices shall be deemed to be given:
- (a) where delivered by hand, on the day of delivery;
 - (b) where sent by post, two (2) business days after the day of posting; and
 - (c) where sent by facsimile or email on the day of dispatch, provided that a clear transmission report is obtained.
- 22.3 If any term of the Sales T&Cs shall be invalid, void, illegal or unenforceable, they shall be severed from the agreement and the remaining provisions shall not be affected, prejudiced or impaired by such severance.
- 22.4 The Company may assign or licence or subcontract all or any parts of its rights and obligations hereunder without the Customer's agreement or consent.
- 22.5 In the event that the Customer sells or otherwise disposes of its business (or any part thereof), the Customer shall be responsible to immediately notify the Company in writing of such sale to enable the account to be closed. If the Customer fails to so notify then the Customer shall be jointly and severally liable with the third party acquiring the business (or part thereof) to the Company for the payment of Products subsequently sold to the third party on the Customer's account before the Company received such notice as if the Customer had ordered the Products itself.

23 On-Sale

23.1 The Customer agrees that upon the on-sale of any Products to third parties, it will:

- (a) inform any third party involved of these Sale T&C's;
- (b) inform any third party of Company's product warranties if any; and
- (c) not make any misrepresentations to third parties about the Products.

24 Trustee Capacity

24.1 If Customer is the trustee of a trust (whether disclosed to Company or not), Customer warrants to Company that:

- (a) Customer enters into this Agreement in both its capacity as trustee and in its personal capacity;
- (b) Customer has the right to be indemnified out of trust assets;
- (c) Customer has the power under the trust deed to enter into this Agreement; and
- (d) Customer will not retire as trustee of the trust or appoint any new or additional trustee without first advising the Company.

25 Intellectual Property Rights

25.1 In this clause Intellectual Property Rights (IPR) means all intellectual property rights, including but not limited to:

- (a) patents, copyright, registered designs, trade marks and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any rights referred to paragraph (a), created by the Company (whether before or after this agreement is entered into), relating to the Products whether alone or with a third party in the course of or in connection with selling the Products to the Customer, including any drawings prepared by the Company.

25.2 All IPR remain with the Company. The Customer obtains no rights in relation to the IPR other than a limited licence to use the drawings for the purposes of having the Products installed.

26 Indemnity

26.1 To the full extent permitted by law, Customer will indemnify Company and keep Company indemnified from and against any liability and any loss or damage Company may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Sale T&C's by Customer or its representatives.