

1. Definitions and interpretation

- 1.1 In this Agreement, the following words have the following meanings:
Company means Haverford Pty Limited ACN 000 022 551 and its successors and assigns.
Customer means the Customer described in the Order Form or any approved account held with the Company.
Price means the Price for the Goods (expressed in Australian dollars) described in the Order Form plus the Price of postage/handling.
Goods means the netting, tackle, rope, twine, accessories or any other goods supplied by the Company as described in the Order Form.
Order Form means the Order Form **annexed** to this Agreement or on the websites www.haverford.com.au or www.catnets.com.au.
- 1.2 Headings are for convenience only and will not affect their interpretation.

2. Orders and payment

- 2.1 The terms and conditions in this Agreement apply to every order placed by the Customer with the Company for the Goods upon acceptance of that order by the Company. The Company is not obliged to accept any order placed by a Customer, whether the Customer is an account holder or not.
- 2.2 The Company will issue a tax invoice to the Customer in respect of an accepted order. For Customers that do not have accounts with the Company, the Customer must pay the Price in full before supply of the Goods and all invoices issued are payable immediately. For Customers that do have an account with the Company and are not otherwise in default of any obligation owed to the Company, the Customer must pay the Price of the Goods within 30 days of supply of the Goods pursuant to an order and the tax invoice will be issued on 30 day terms. The Company may cancel a Customer's account at any time in its absolute discretion.
- 2.3 The Company will sell the Goods at the price nominated by the Company on its website or published promotional materials and special or customised orders will be charged at a Price to be agreed between the Company and the Customer. The Company reserves the right to amend the Prices for Goods at any time (but not in relation to an accepted order).
- 2.4 If the Price (or any part of it) is not paid strictly in accordance with this Agreement, the Customer agrees to pay to the Company interest on any amounts due to the Company but unpaid at the rate of 11.0% per annum, calculated daily until paid.
- 2.5 The Customer further agrees that all costs and disbursements incurred by the Company in recovering payment of any overdue invoice, retaking possession of the Goods or in otherwise enforcing its rights under this Agreement including, without limitation, legal costs on the solicitor and client basis are recoverable against the Customer as a debt (**Recovery Expenses**).
- 2.6 The Customer hereby charges in favour of the Company any real property and other property in which it has an interest with payment of any outstanding invoices, costs and expenses, including Recovery Expenses (**Charge**) and you irrevocably authorise us to lodge caveats to notify and protect that Charge in relation to any real property in which you have an interest. Where the Customer is a corporation, if any tax invoice remains unpaid for 14 days after the due date for payment, the Company may enforce the Charge by the appointment of a receiver by the Supreme Court of New South Wales and the Customer consents to the appointment of such a receiver.
- 2.7 Once accepted by the Company, no order from the Customer may be cancelled by the Customer except with the written consent of the Company and on terms that the Customer must immediately pay to the Company all costs and expenses which have reasonably been incurred by the Company in providing or preparing to provide the Goods to the time of cancellation, including any courier, packing and postage costs.
- 2.8 The Company may at any time and for any reason cancel an order. In those circumstances, any amount paid by the Customer in respect of that cancelled order will be refunded to the Customer by cheque to the address nominated in the Order Form within 7 days.

3. Provision of Goods

- 3.1 Upon acceptance by the Company of an order placed by a Customer, the Company will prepare to provide the Goods ordered.
- 3.2 The Goods will be dispatched as soon as reasonably practicable in the case of account holders who are not in default of any obligations owed to the Company and as soon as reasonably practicable after receipt of the payment of the Price in full in the case of non-account Customers.
- 3.3 The Company will endeavour to provide all reasonable assistance to the Customer in relation to the installation of the Goods or the referral of the Customer to third parties to install the Goods however, the Customer is solely responsible for the proper installation and use of the Goods and acknowledges that the Company is not responsible for the installation of the Goods by a third party.
- 3.4 The Customer has no right of action for damages or otherwise against the Company in respect of any loss occurring by reason of any delay in the provision of the Goods, arising from the incorrect use or installation of the Goods or from cancellation of an order.

4. Title and risk

- 4.1 Risk of damage to or loss of the Goods passes to the Customer upon dispatch from The Company's premises.
- 4.2 Title in the Goods does not pass to the Customer until payment in full of the Price.

5. Force majeure

- 5.1 The Company will not be liable to the Customer in any manner or be deemed to be in breach of this Agreement because of any delay in performing or any failure to perform any of the Company's obligations under this Agreement especially if the delay or failure was due to any cause beyond the Company's reasonable control.
- 5.2 The following will be included (without limitation) as causes beyond the Company's reasonable control: (a) governmental actions, war or threats of war, national emergency, riot, civil disturbance, sabotage or requisition; (b) acts of God, fire, explosion, flood, epidemic or accident; (c) import or export regulations or embargoes; (d) labour disputes not including disputes involving the Company's work-force; (e) any kind of carriage or postal delay; or (f) inability to obtain or delay in obtaining supplies of the Goods or materials which are components of the Goods.

6. Warranties

- 6.1 The Company will supply the Goods in accordance with any applicable industry or statutory standards. To the maximum extent permitted by law, the Company does not provide any warranty in relation to the Goods other than that they are of merchantable quality.
- 6.2 The Customer warrants that it has accurately and completely filled in the Company's approved Order Form and it has made all proper enquiries to satisfy itself that the Goods are suitable for its intended use in every respect. The Company offers no warranty in this regard.
- 6.3 Customer acknowledges that the Goods need to be properly installed and regularly checked and maintained and the Customer warrants to the Company that it will take all reasonable precautions in using, supervising the use of, installing and regularly maintaining the Goods to minimise any risk of personal injury or damage to or loss of property, including the escape or entry of any animals.
- 6.4 The Customer acknowledges that the Company has intellectual property and other similar rights in relation to the Goods and warrants that it will not and will not assist, whether directly or indirectly, any entity to take any steps to derogate from or impede those rights.
- 6.5 The Company will full refund or exchange Goods (in the Company's absolute discretion) in the unlikely event of faulty manufacture or workmanship provided that the Goods are returned intact and unused within 7 days of receipt by the Customer. Refunds are not provided for changes of mind however exchanges may be considered on request.

7. Limitation of liability

- 7.1 To the maximum extent permitted by law, the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement is excluded.
- 7.2 Where such liability cannot be excluded completely, liability is limited to the Price, the repair or replacement of the Goods or provision of further Goods at the Company's absolute discretion.

8. Indemnity

The Customer indemnifies the Company and its contractors, delegates, employees, directors and agents for any and all loss, cost, damage, liability or expense, whether direct, indirect, special or consequential, including but not limited to loss of profits or damage to goodwill, in relation to any claim in relation to the use of the Goods, including but not limited to any claim in relation to any injury caused to any person or damage to or loss of any property, including but not limited to animals.

9. Governing law and jurisdiction

This Agreement and the transactions contemplated by this Agreement are governed by the law in force in New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales and all courts competent to hear appeals from those courts in respect of all proceedings arising in connection with this Agreement.

10. Variation and waiver

- 11.1 The terms of this Agreement may be varied only by a written agreement between the parties.
- 11.2 No right or remedy under or arising from this Agreement may be waived other than in writing signed by all the parties. Accordingly, any non-exercise or partial exercise of, or any delay in exercising any right or remedy does not constitute a waiver of that right or remedy.

11. Severance

If any provision of this Agreement should be held to be void, illegal or unenforceable in any way, it may be severed and the remaining provisions will not in any way be effected or impaired thereby and this Agreement will be construed so as to most nearly give effect to the intent of the parties as it was originally executed.

12. Entire agreement

This Agreement constitutes the entire agreement of the parties about its subject matter and any previous document, understanding and negotiation on that subject matter ceases to have any effect.