



SUPPLY AGREEMENT

Thanks for your interest in working with us at Private Label Skin Care! This document sets out the terms and conditions on which we, Private Label Skin Care Pty Ltd (ABN 91 616 762 157) (“PLSC”, “we”, “us”), agree to supply our range of ethical and natural skincare to you, our client (“Client”, “you”).

We know you’re a busy budding entrepreneur or salon owner and you’ve got limited time and attention to spend reading long, boring legal documents. That’s why we’ve taken care to craft something that’s super simple and easy to read and understand. Please take the time to read through this document carefully and ask us if you have any questions.

To make things absolutely clear and straightforward, we’ve separated this document into two parts: The Practical Stuff (which deals with all the practical elements of working with us, like ordering, labels and delivery) and The Fine Print (which deals with the legal side of things, like warranties, liability and compliance).

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If you place an order with us on our website, www.privatelabelskincare.com.au, we’ll take it that you’ve read and agreed to all of these terms and conditions.



THE PRACTICAL STUFF

1. Ordering from PLSC

We can supply you with our products in one of two ways. We'll call these Retail Purchases and Bulk Purchases.

If you place a Retail Purchase order with us, the ordering process is as follows:

- a) Select formulas
- b) Select packaging
- c) Select quantity
- d) Proceed to payment
- e) Supply label files for printing and application

Important note: we will not start processing your order until we receive your label files. To avoid delays in processing your order, please supply label files during the online ordinary process or immediately after placing your order with us.

If you place a Bulk Purchase order with us, the ordering process is as follows:

- a) Select bulk product
- b) Proceed to payment

Important note: for both Retail Purchase and Bulk Purchase orders, we must receive your payment before we will start processing your order. We accept payment via PayPal, Credit Card, Afterpay, ZipPay or Direct Deposit (or any other method available on our website from time to time). Please note that if you pay with an eCheque via PayPal or by Direct Deposit will not start processing your order unless or until we receive payment in cleared funds (so please allow extra time for the payment to clear).

If you choose to pay by direct deposit and we don't receive the payment within 7 days, we may cancel your order. Don't worry – we'll follow you up by email first to give you a chance to push the payment through urgently before we cancel your order.

2. Packaging & Labels

We supply packaging and labels for Retail Purchase orders. You can choose from the packaging and label options available on our website and in our Product Catalogue.

Our labelling service is subject to the following limitations:

- a) Label files must be supplied in high resolution, print quality PDF by uploading them via our website at the time of placing your order (preferred) or by emailing to hello@privatelabelskincare.com.au
- b) Each label must be contained in its own individual label file (don't send multiple labels in a single PDF)
- c) We don't proofread, edit or advise in relation to your labels – it's up to you to make sure the label files are up to scratch before sending them to us.
- d) If you update your labels between orders, it's your responsibility to notify us at the time of order via the Order Notes section. If you don't notify us in this way, we may use the labels we have saved on our file from your last order and we won't reprint at our expense.

Download our Label Information booklet for more information on product label requirements and for a checklist to guide you in preparing labels.

Please note that we do not offer the option for you to provide your own packaging or labels for us to fill or apply. If you would like to use your own packaging or labels, you'll need to place a Bulk Purchase order and package and label individual products yourself.

3. What we do

We supply our products to you for re-sale by you, as part of your business. Please note that we do not supply to you for your own personal, domestic or household use.

For Retail Purchase orders, we:

- a) Make and fill your products;
- b) Print and attach your labels;
- c) Dispatch the ready-to-sell products to our delivery service provider, for delivery to your nominated address

For Bulk Purchase orders, we:

- a) Make the bulk products; and
- b) Dispatch the bulk products to our delivery service provider, for delivery to your nominated address

4. Shipping & Delivery

We offer delivery within Australia and export to select countries. We do not offer drop shipping.

Rates

We offer free delivery within Australia and New Zealand for all orders over \$10.00. We charge a flat delivery rate of \$18.95 for international orders up to 20kg. Please note that additional fees will apply for orders over 20kg, which will be advised at the time of checkout or confirmation of your order. We do not currently offer an express postage option, so please ensure that you place your order with enough lead time to allow it to arrive in time for your needs (see below for indicative dispatch and delivery times).

Our delivery service provider may change their fees from time to time, and so you acknowledge and agree that we can vary the postage fees applicable to orders at any time on notice, and that such notice is given by posting the updated postage fees on the Website or by updating these terms and sending a copy of the updated terms to you.

Dispatch

Unless we tell you otherwise, we'll do our best to dispatch orders in line with the timeframes set out below:

- a) Retail Products: according to quantity -
 - i. 10-100 units per product: 2-3 weeks
 - ii. 250-500 units per product: 2-4 weeks
 - iii. 1000 units per product: 4-6 weeks
- b) Salon Professional Products: 2-3 weeks
- c) Bulk Products: 2-4 weeks

We ask for your patience as this handling period may vary, for example, if we have a high volume of orders. If you need your order by a certain time, please get in touch with us and we'll do our very best to get it to you. In saying that, you acknowledge that we're not be liable for any delay in dispatch of your order.

Delivery (within Australia)

We deliver products within Australia using our preferred delivery service provider, Shippit. The delivery service is road based and we do not currently offer an express option. Please allow the following timeframes for delivery:

- a) QLD, NSW, ACT, VIC and SA: 2-7 business days
- b) WA, TAS and NT: up to 14 business days.

We will provide you with a tracking number for your order, which you can use to track your order progress through the tracking function on the Shippit website (managed by Shippit and subject to their own terms and conditions). Please be aware that the tracking information is not always up to date. If you have queries about tracking information for your order, please contact Shippit directly.

Export (select countries)

We currently offer delivery to the following countries outside of Australia:

- a) United States
- b) Canada
- c) Hong Kong
- d) United Kingdom
- e) New Zealand
- f) Singapore
- g) Malaysia

We can supply you with a Material Safety Data Sheet (**MSDS**) (needed for shipping products into certain countries) for each product, as well as our Company Profile document, free of charge. We can also supply a Certificate of Analysis (**COA**) (usually required if you plan to sell on Amazon or via some online platforms) on request for a fee of \$25 each. We do not help complete any other paperwork or documents on your behalf that you may require to import or export your products into certain countries.

Please note: products posted internationally may be subject to additional costs, such as taxes (such as customs or excise duty either at the point of delivery or after delivery), which you will need to pay. We don't control customs or duties payable, so we ask that you take care to find out in advance what customs or duties you will be liable for before making a purchase. Customs policies vary widely from country to country. We can't advise you whether duties will apply to your order or the amount of such duties - your local customs office will be the best source of information to help you understand the payments and process. You are responsible for ensuring that the products ordered can be lawfully imported to the intended country. When ordering, the recipient is the importer of record and must comply with all laws and regulations of the destination country.

Risk and Title

Risk and title in your order passes on delivery to you. If you're concerned that your order has been lost or misdelivered, we ask that you contact us as soon as possible, so that we can investigate. You understand that while we'll investigate your missing order, we make no representations as to responsibility or liability for any lost or misdelivered order.

5. Returns, Refunds & Replacements

We offer refunds only in accordance with our obligations under applicable law.

As we're sure you can understand, we can't offer refunds on bulk items as we don't know how they have been stored and if they have been contaminated or left in the heat.

It's also important to proofread your labels carefully, as we don't reprint labels if you've supplied a label with mistakes.

In the event you receive a faulty or defective product, please contact us as soon as possible (ideally within 48 hours of receiving the item) with a photograph of the fault.

6. Repeat Orders

If you place a repeat order or orders with us, these terms will apply to such future orders, unless we provide you with alternative terms.

7. Packages

We also sell packages on our website. Please note that this agreement only applies in relation to the product supply and white labelling elements of such packages. Other elements (such as educational materials or courses) may be subject to additional terms and conditions. Please ensure you read those additional terms carefully before proceeding with your purchase.

8. Contacting Us

We operate Monday to Friday, 9am to 4pm, excluding Australian and Queensland public holidays.

Our head office and lab are located on the Gold Coast Hinterland, Queensland. As a strictly e-commerce-based business, everything is done online and so we are not able to offer face-to-face meetings, showroom facilities or warehouse viewings. This allows us to keep our pricing down and allows our business to run more efficiently, as well as ensuring the privacy and confidentiality of our clients.

Email is our preferred choice of communication and is the quickest way to get a response from us. Please only phone us for urgent matters. This allows us to focus and give our complete attention to your project and other client orders. Rest assured we check our emails and respond to them regularly throughout the day.

THE FINE PRINT

9. Term

This Agreement commences on the date that we confirm acceptance of your order and will expire once the obligations of each party have been fully performed and the engagement completed, unless extended or terminated in accordance with this Agreement.

10. Your Responsibilities

You agree:

- a) to pay us for our products, services and shipping as calculated at checkout on our website;
- b) supply us with labels compliant with all applicable legislation;
- c) if you're placing a Retail Purchase order, to promptly supply us with appropriate label files;
- d) not to make any representation or give any warranty in relation to the products not expressly authorised by us in writing;
- e) not to do anything which might affect the reputation of us or any of our products;
- f) let us know as soon as reasonably possible of any material complaint or claim in relation to any of our products;
- g) not admit liability on our behalf in respect of any complaint or claim in relation to the products;
- h) not resolve or settle any complaint or claim in relation to the products which may result in us incurring any liability to any party;
- i) to deal promptly with all complaints or claims in relation to the products which will not result in us incurring any liability; and
- j) to comply with all applicable laws, statutes, regulations, regulatory policies, guidelines or industry codes in force from time to time;
- k) that you warrant to us that you have full right and title (including all Intellectual Property Rights) to all data, text, graphics, photos, designs, trademarks, or other artwork or text provided to us (in particular, in your label files), or that you have received written permission from the rightful owner(s) to facilitate the intended use of such Intellectual Property Right (in particular, application of the Intellectual Property to the products); and
- l) to indemnify us on a continuing basis in respect of any breach of the warranty set out in this clause and any breach of any other person's Intellectual Property Rights or other rights arising out of the engagement.

11. Products

Our products:

- a) are Vegan, Cruelty Free, Australian Made and use a number of Certified Organic Ingredients but are **not** certified with The Vegan Society, Certified Organic, Cruelty Free or Australian Made;
- b) have a shelf life of 12-18 months (see our Product Catalogue for shelf life of individual products);
- c) conform to the specifications set out in our Product Catalogue;
- d) are of merchantable quality and fit for the purposes we specify;
- e) are free from defects in design, material and workmanship and remain so for 12-18 months from the date of order (according to the shelf life specified in our Product Catalogue at the time you place your order); and
- f) comply with all applicable statutory and regulatory requirements.

We make no representations or warranties that our products are compliant with any standards specified by The Vegan Society, Certified Organic, Cruelty Free or Australian Made, or are in any way affiliated or associated with any of those certifying bodies.

We also make no warranty, representation or guarantee that our products are compliant with the laws or standards of any other country, including any country we allow you to export to.

Other than any guarantees or warranties set out in this agreement or to which any person may be entitled to pursuant to the Australian Consumer Law (such as a guarantee of acceptable quality) or any other Australian law, all other guarantees in relation to the our products and services are specifically excluded.

12. Production

We have a minimum order quantity of only 10 units per product. We have a maximum production limit of 1000 units per product. For enquiries about larger quantities, please contact us via email.

All of our products have been formulated by a qualified cosmetic chemist and are made on site at our facility located on the Gold Coast Hinterland, Queensland. Most of our products are either hand poured or manually filled. You can be confident that our lab follows strict GMP Guidelines and that all products are manufactured in compliance with applicable Australian legislation, including Australian standards applicable to cosmetics.

As we are the manufacturer of our products, we are responsible for our formulations, with the following exceptions:

- a) We do not authorise, permit, condone or recommend the use of our products with salon machinery such as laser, microdermabrasion, LED or any other machine using an electrical current.
- b) We do not authorise, permit, condone or recommend adding any additional ingredients into our products.

Please note that our insurance policy will not answer any claims if you do either of the above.

13. Defective Products

You may reject as defective any products delivered to you that do not comply with clause 11 above, if:

- a) You give us a written notice of rejection:
 - i. in the case of a defect that is apparent on normal visual inspection, within 5 Business Days of delivery;
 - ii. in the case of a latent defect, within a reasonable time of the latent defect having become apparent;
 - and
- b) none of the following apply (in which case we are not liable for a product's failure to comply with the warranty and the products may not be rejected):
 - i. you have made any further use of the products after giving notice of rejection in accordance with this clause;
 - ii. the defect arose because you failed to follow our oral or written instructions for the storage, ordering, use or maintenance of the products or best industry practice (in particular, refer to clause 12 above);
 - iii. the defect arose as a result of us following any drawing, design or specification supplied by you (such as label files);
 - iv. you have altered or repaired the products without our prior written consent (in particular, refer to clause 12 above);

- v. the defect arose as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- vi. the products differ from their description or the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

If you reject products under this clause, then we may, **at our option**:

- a) replace the rejected products or supply equivalent goods;
- b) repair the rejected products;
- c) credit you for the cost of replacing the rejected products or of acquiring equivalent goods;
- d) credit you for the cost of repairing the rejected products;
- e) credit you amounts paid for the rejected products, plus the return shipping costs, if you send the products back to us.

Once we have complied with our promise in this clause in respect of rejected products, we will not be liable to you, and you will have no further remedy in respect of the rejected products' failure to comply with clause 11.

If you do not give us a notice of rejection in accordance with this clause, you will be deemed to have accepted the products.

The terms of this agreement apply to any repaired or replacement products supplied by us pursuant to this clause.

14. Product Recall

In the unlikely event of a Product Recall, you agree to immediately notify us in writing and give us a copy of the Recall Notice.

Unless required by law, you must not undertake any recall or withdrawal of the products from the market unless we have given you our written permission to do so.

If we receive a Recall Notice, or if we have other reasonable grounds to recall or withdraw the products from the market, we will notify you immediately and provide you with a copy of the Recall Notice and you agree to comply with any requirements set out in the relevant Recall Notice, as well as any other instructions we give you about the process of implementing the recall or withdrawal.

For the purposes of this clause, reasonable grounds for us to recall or withdraw the products include, but are not limited to where:

- a) supply or use of the products infringes, or may infringe, a third party's Intellectual Property Rights;
- b) the products are, or may be, unsafe; or
- c) a defect in the product may cause harm to our reputation or brand.

15. Insurance

We will for the duration of this Agreement maintain public and product liability insurance policies with a limit of at least \$10,000,000 per occurrence with EBM Insurance (who specialise in skin care insurance) or another reputable insurance company.

Copies of our certificates of currency for each insurance policy and details of the cover provided are available on request.

We will notify you if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

Important note: our insurance policy does not extend to products exported outside of Australia.

16. Limitation & Exclusion of Liability

Nothing in this Agreement is intended to exclude any right or guarantee to which any person may be entitled under the Australian Consumer Law.

Where we are unable to exclude liability by law but are permitted to limit it (for example, under section 64A of the Australian Consumer Law), we limit our liability to providing the products and/or services again, or reimbursing the claimant the cost of providing the products and/or services again. We specifically exclude liability for consequential loss or damage, including loss of business profits or reputational damage.

In all other cases, where we are not prohibited by law from excluding liability, we exclude all liability (including liability for consequential loss or damage, including loss of business profits or reputational damage), however arising, including liability for negligence. You hereby waive, release and discharge, on a continuing basis, all claims you have or may have against PLSC relating to the products and/or services, however arising.

17. Confidential Information & Intellectual Property

We require you to adhere to strict protocols around the protection and confidentiality of our intellectual property and confidential information.

The parties recognise that it will be necessary during the engagement to reveal Confidential Information to each other. Each party agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which they have obtained, except as authorised by the other party or as required by law and will undertake reasonable commercial measures to maintain the confidential nature of the Confidential Information, including the signing of reasonable non-disclosure agreements by personnel of either party on request. You must not, under any circumstances, share our formulas, ingredient list, training manuals or any other intellectual property or confidential information of ours with any other supplier or manufacturer, including for the purpose of engaging them to manufacture or supply products of the same or a similar nature to our products.

We each agree that all Intellectual Property Rights belonging to us remain with the respective party and that nothing in these terms and conditions will cause any transfer in ownership of any Intellectual Property Rights.

If you place a Retail Purchase order with us, you authorise us to print and reproduce the Intellectual Property Rights in your label files to facilitate the labelling of products in line with our obligations under these terms and conditions. You also agree that we may keep copies of your labels for record-keeping purposes and future orders.

While we are working together, we will provide you with digital files containing product descriptions and training manuals and other Intellectual Property. Subject to payment of our Fees, we grant you a limited licence to use and reproduce our Intellectual Property for the purposes of labelling and selling your skin care products. This licence will be automatically revoked if you cease to re-sell products purchased from us. That is, you will no longer be permitted to use or reproduce any of our Intellectual Property.

The clause survives termination of this Agreement as to confidentiality.

18. Disclaimers

We may give you advice, recommendations, information or assistance in relation to our range, their use or application. We give that information to you in good faith, believing it's accurate, appropriate and reliable at the time but we don't give any warranty of accuracy, appropriateness or reliability. We do not provide legal advice. While we may provide information, advice or guidance on areas of law, such as labelling requirements for cosmetics, all such information and advice is general in nature and is not intended to constitute or substitute for professional, legal or medical advice. We recommend you seek out professional and/or legal advice for your individual circumstances. It is your responsibility to ensure you comply with all legislation, including by supplying us with legally compliant labels.

19. Termination & Consequences of Termination

Either party may terminate this Agreement:

- a) on expiry of notice given, if the Client breaches a term of this Agreement and fails to remedy the breach within 14 days after having received notice in writing of the breach.

PLSC may, in its absolute discretion, terminate this Agreement immediately on written notice to the Client.

If termination is disputed, it will be dealt with in accordance with the dispute resolution provisions of this Agreement.

If this Agreement is terminated:

- a) all rights and obligations accrued up to the date of the termination are not affected.
- b) each party must promptly:
 - i. return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it in connection with the supply and purchase of the products under this agreement;
 - ii. return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;
 - iii. erase all of the other party's Confidential Information from its computer systems (to the extent possible); and
 - iv. on request, certify in writing to the other party that it has complied with the requirements of this clause; and
- c) this clause and any other clause which by its nature is intended to survive termination (in particular, clause 17), will survive termination of this Agreement.

20. Dispute Resolution

If a dispute arises between the parties, the party claiming the dispute must not commence any court or arbitration proceedings (except where they seek urgent interlocutory relief), unless they have first complied with this clause.

The party claiming the dispute must first inform the other party in writing of the following:

- a) the nature of the dispute;
- b) the outcome they desire to resolve the dispute, and
- c) the action they believe will settle the dispute.

On receipt of the notice by the other party, both parties will make every effort to resolve the dispute by mutual negotiation within 20 Business Days.

If the parties are unable to resolve the dispute in that time, the parties must agree on selection of a mediator (if the parties are unable to agree, they agree to request that the President of the Law Society of Queensland appoint a mediator) and will be equally liable for the fees and reasonable expenses of the mediator and the cost of the venue of the mediation (to be paid in advance). The parties must each pay their own costs associated with the mediation, which must be held in Brisbane, Australia, unless otherwise agreed in writing.

All communications made by the parties arising out of this dispute resolution clause are confidential and to the maximum extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

This clause survives termination of this Agreement.

21. General

The following additional terms and conditions apply to this Agreement:

- a) Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
- b) PLSC may sub-contract one or more aspects of any services to be provided under this agreement (such as product labelling), provided always that PLSC will remain the head contractor and will be responsible for the delivery of all goods and services in accordance with this Agreement.
- c) The parties acknowledge that this Agreement is intended as an agreement for supply of goods and, in certain circumstances, complimentary services. This agreement does not create any other relationship and, in particular, not the relationship of employer and employee, principal and agent or the relationship of partnership.
- d) This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement, and supersedes any prior understanding, arrangement, representation or agreements between the parties as to the subject matter contained in this Agreement.
- e) If anything in this Agreement is unenforceable, illegal or void, it is severed, and the rest of the Agreement remains in force.
- f) Any waiver by any party to a breach of this Agreement will not be deemed to be a waiver of a subsequent breach of the same or of a different kind.
- g) Neither party will be liable to the other party for any loss caused by any failure to observe the terms and conditions of this Agreement where such failure is occasioned by causes beyond its reasonable control including, but not limited to, by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities, theft, cyber theft or major injury or illness of key personnel.
- h) Any amendment or variation to this Agreement is not effective unless it is agreed in writing by both parties, unless otherwise set out in this Agreement.
- i) The law of Queensland governs this Agreement and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.
- j) A notice required to be given to a party under this Agreement must be in writing and delivered to that party in one of the following ways:
 - i. delivered personally;
 - ii. posted to their address, when it will be treated as having been received on the second Business Day after posting; or
 - iii. sent by email to their last-notified email address, when it will be treated as received when it enters the recipient's information system or otherwise when the recipient confirms receipt, whichever occurs first.

22. Definitions

The terms in this clause have the following meanings, unless the context indicates otherwise:

- a) **Agreement** means this agreement between PLSC and the Client.
- b) **Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- c) **Business Day** means a day on which banks are open for business in Brisbane, other than a Saturday, Sunday or public holiday.

- d) **Client** means the client set out in Schedule 1.
- e) **Confidential Information** refers to any data or information relating to PLSC or the Client, whether business or personal, written or oral and regardless of how or when it was provided to the other party, which would reasonably be considered to be private or proprietary to PLSC or the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to PLSC or the Client, and includes the terms of this Agreement (except to the extent that disclosure of the terms is necessary for the purpose of legal or financial advice).
- f) **Consumer Price Index** means the percentage increase in price for fixed basket of goods and services purchased by the average household in 8 capital cities around Australia for the year to the latest quarter, as determined by the Australian Bureau of Statistics.
- g) **GMP** mean Good Manufacturing Practice principles and procedures that, when followed, help ensure that cosmetics are of high quality, as set out in ISO 22716 standard for Cosmetics Good Manufacturing Practices.
- h) **Intellectual Property Rights** means all intellectual property rights of any kind, in any jurisdiction, subsisting now or in the future (including, without limitation, business, company or trade names, domain names, patents, inventions, copyright, design rights, know-how, trade marks, the right to sue for passing off and rights to use, and protect the confidentiality of, confidential information), whether registered or unregistered, and including the rights to apply for or renew the registration of any such rights and any rights the subject of any lapsed application or registration, and all digital and electronic rights.
- i) **Product Recall** means a request, court order or other directive of a Government Agency to recall or withdraw any Products from the market (Recall Notice)
- j) **Services** means the Services set out in Schedule 1.

23. Interpretation

In the interpretation of this Agreement:

- a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- c) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement;
- d) Grammatical forms of defined words or phrases have corresponding meanings;
- e) Parties must perform their obligations on the dates and times fixed by reference to Brisbane, Australia;
- f) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- g) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next Business Day;
- h) References to a party are intended to bind their executors, administrators and permitted transferees; and
- i) Obligations under this Agreement affecting more than one party bind them jointly and each of them severally.