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## Online Hospitality Furniture – Terms & Conditions of Trade

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### 1. Definitions

- 1.1 **"Confidential Information"** means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, **"Personal Information"** such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.2 **"Contract"** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.3 **"Cookies"** means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. **If the Customer does not wish to allow Cookies to operate in the background when using Online Hospitality Furniture's website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.**
- 1.4 **"Customer"** means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Online Hospitality Furniture to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:  
(a) if there is more than one Customer, is a reference to each Customer jointly and severally; and  
(b) if the Customer is a partnership, it shall bind each partner jointly and severally; and  
(c) if the Customer is on behalf of or part of, a Trust, shall be bound in its own capacity as a trustee; and  
(d) includes the Customer's executors, administrators, successors, and permitted assigns.
- 1.5 **"Goods"** means all Goods or Services supplied by Online Hospitality Furniture to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.6 **"GST"** means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).
- 1.7 **"Price"** means the Price payable (plus any GST where applicable) for the Goods as agreed between Online Hospitality Furniture and the Customer in accordance with clause 5 below.
- 1.8 **"Online Hospitality Furniture"** means Trendline Group Pty Ltd ATF The Trust For R & S Rowland Family Trust T/A Online Hospitality Furniture, its successors and assigns or any person acting on behalf of and with the authority of Trendline Group Pty Ltd ATF The Trust For R & S Rowland Family Trust T/A Online Hospitality Furniture.

### 2. Acceptance

- 2.1 The parties acknowledge and agree that:  
(a) they have read and understood the terms and conditions contained in this Contract; and  
(b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a credit application with Online Hospitality Furniture and it has been approved with a credit limit established for the account.
- 2.5 In the event that the supply of Goods requested exceeds the Customer's credit limit and/or the account exceeds the payment terms, Online Hospitality Furniture reserves the right to refuse delivery and/or request an alternative payment method.
- 2.6 Where the Customer requesting or organising Online Hospitality Furniture to provide Services is acting on behalf of any third party and that third party is intended to be responsible for the payment of the Price then in the event that the third party does not pay for the Services when due, the Customer acknowledges that they shall be liable for the payment of the Price as if they had contracted the Services on their own behalf.
- 2.7 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 (NSW), Section 9 of the Electronic Communications Act 2000 (SA), Section 9 of the Electronic Transactions Act 2001 (ACT), Section 9 of the Electronic Transactions (Victoria) Act 2000, Section 9 of the Electronic Transactions (Northern Territory) Act 2000, Section 14 of the Electronic Transactions (Queensland) Act 2001, Section 7 of the Electronic Transactions Act 2000 (TAS), Section 10 of the Electronic Transactions Act 2011 (WA), (whichever is applicable), or any other applicable provisions of that Act or any Regulations referred to in that Act.

### 3. Finance

- 3.1 If this Contract is conditional upon the Customer obtaining capital funding from a financial institution, then they shall provide Online Hospitality Furniture with written confirmation of the loan approval within five (5) working days of the date of signing this Contract.
- 3.2 In the event any such loan application is declined then the Customer shall have the right to withdraw from this Contract subject to the Customer providing Online Hospitality Furniture with written evidence within five (5) working days of the date of signing this Contract that the loan was declined. Upon receipt of such evidence Online Hospitality Furniture shall refund the Customer any deposit paid less any expenses incurred by Online Hospitality Furniture for any Services performed to date.

### 4. On-Line Ordering

- 4.1 The Customer acknowledges and agrees that:  
(a) Online Hospitality Furniture does not guarantee the website's performance;  
(b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of acceptance by Online Hospitality Furniture;  
(c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades;

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- (d) there are inherent hazards in electronic distribution, and as such Online Hospitality Furniture cannot warrant against delays or errors in transmitting data between the Customer and Online Hospitality Furniture including orders, and the Customer agrees that to the maximum extent permitted by law, Online Hospitality Furniture will not be liable for any losses which the Customer suffers as a result of online ordering not being available or for delays or errors in transmitting orders;
  - (e) when making a transaction through the website, the Customer's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technology as disclosed by Online Hospitality Furniture and/or displayed on the website. The encryption process ensures that the Customer's information cannot be read by or altered by outside influences;
  - (f) if the Customer is not the cardholder for any credit card being used to pay for the Goods, Online Hospitality Furniture shall be entitled to reasonably assume that the Customer has received permission from the cardholder for use of the credit card for the transaction.
- 4.2 Online Hospitality Furniture reserves the right to terminate the Customer's order if it learns that the Customer has provided false or misleading information, interfered with other users or the administration of Online Hospitality Furniture's business, or violated these terms and conditions.

### 5. Price and Payment

- 5.1 At Online Hospitality Furniture's sole discretion, the Price shall be either:
- (a) as indicated on any invoice provided by Online Hospitality Furniture to the Customer upon placement of an order for Goods; or
  - (b) Online Hospitality Furniture's quoted Price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of seven (7) days.
- 5.2 Online Hospitality Furniture reserves the right to change the Price:
- (a) if a variation to the Services originally scheduled (including any applicable specifications) is requested; or
  - (b) if a variation to Online Hospitality Furniture's quotation is requested or required (including as to the nature or quantity of the Goods (including size and weight), nature and location of the collection and/or delivery address, distance from the collection address to the delivery address, facilities available for loading or unloading, weather conditions or delays beyond the control of Online Hospitality Furniture, delivery times or dates, or otherwise, etc.); or
  - (c) if during the course of the Services, the materials cease to be available from Online Hospitality Furniture's third party suppliers, then Online Hospitality Furniture reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or
  - (d) in the event of increases to Online Hospitality Furniture in the cost of labour or materials (including, but not limited to, overseas transactions that may increase, as a consequence of variations in foreign currency rates of exchange and/or freight and insurance charges) which are beyond Online Hospitality Furniture's control.
- 5.3 Variations will be charged for on the basis of Online Hospitality Furniture's quotation, and will be detailed in writing, and shown as variations on Online Hospitality Furniture's invoice. The Customer shall be required to respond to any variation submitted by Online Hospitality Furniture within ten (10) working days. Failure to do so will entitle Online Hospitality Furniture to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 5.4 At Online Hospitality Furniture's sole discretion, a fifty percent (50%) non-refundable deposit may be required for custom manufactured Goods.
- 5.5 **Any discounts applicable to the Price shall become null and void if payment is not made by the due date stated on the invoice and/or statement.**
- 5.6 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by Online Hospitality Furniture, which may be (failing any notice to contrary) before delivery.
- 5.7 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and Online Hospitality Furniture.
- 5.8 Online Hospitality Furniture may in its discretion allocate any payment received from the Customer towards any invoice that Online Hospitality Furniture determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Online Hospitality Furniture may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Online Hospitality Furniture, payment will be deemed to be allocated in such manner as preserves the maximum value of Online Hospitality Furniture's Purchase Money Security Interest (as defined in the PPSA) in the Goods.
- 5.9 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Online Hospitality Furniture nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Customer must notify Online Hospitality Furniture in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as Online Hospitality Furniture investigates the dispute claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in Online Hospitality Furniture placing the Customer's account into default and subject to default interest in accordance with clause 12.1.
- 5.10 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Online Hospitality Furniture an amount equal to any GST Online Hospitality Furniture must pay for any supply by Online Hospitality Furniture under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set-off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

### 6. Recipient-Created Tax Invoices ("RCTI")

- 6.1 Where both parties agree, the recipient (whom may or may not be the Customer as defined above) may issue a tax invoice in respect of Goods supplied. In this instance, Online Hospitality Furniture will not issue a tax invoice in respect of those supplied Goods. The recipient acknowledges that it is registered for GST and that it will notify Online Hospitality Furniture if it ceases to be registered. Acceptance of this RCTI constitutes acceptance of the terms of this contract. Both parties to this contract acknowledge that they are parties to an RCTI agreement (where applicable) as outlined in GSTR 2000/10. Online Hospitality Furniture agrees to notify the recipient if Online Hospitality Furniture does not wish to accept the proposed arrangement.

### 7. Delivery of Goods

- 7.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:

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- (a) the Customer or the Customer's nominated carrier takes possession of the Goods at Online Hospitality Furniture's address; or  
(b) Online Hospitality Furniture (or Online Hospitality Furniture's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
- 7.2 The cost of Delivery will be payable by the Customer in accordance with the quotation provided by Online Hospitality Furniture to the Customer, or as otherwise notified to the Customer prior to the placement of an order for Goods.
- 7.3 Online Hospitality Furniture may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 7.4 The Customer must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery.
- 7.5 Any time specified by Online Hospitality Furniture for Delivery of the Goods is an estimate only and Online Hospitality Furniture will not be liable for any loss or damage incurred by the Customer because of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. If Online Hospitality Furniture is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then Online Hospitality Furniture shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 7.6 Lead times may be subject to a delay of approximately thirty (30) weeks for Goods selected or longer where delays occur due to exact quantities, colours and finishes required not being given to Online Hospitality Furniture in a timely manner or delays in the arrival of Goods on indent or back order. Estimated lead times will commence from confirmation of a written order.
- 7.7 The Customer acknowledges and accepts that a minimum invoice value of four hundred dollars (\$400) plus GST applies to all orders, otherwise a current handling fee "Small Order Surcharge" of forty dollars (\$40) plus GST shall apply.
- 8. Risk**
- 8.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
- 8.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, Online Hospitality Furniture is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Online Hospitality Furniture is sufficient evidence of Online Hospitality Furniture's rights to receive the insurance proceeds without the need for any person dealing with Online Hospitality Furniture to make further enquiries.
- 8.3 If the Customer requests Online Hospitality Furniture to leave Goods outside Online Hospitality Furniture's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.
- 8.4 The Customer acknowledges and accepts that:
- (a) whilst fabric manufacturers make every effort to match dye lots, colours or shade may vary between batches of product and/or between sales samples and actual product supplied;
- (b) fabric manufacturers cannot guarantee to produce perfectly uniform patterned product, therefore there is no guarantee that patterned product will match perfectly when installed; and
- (c) the sewing process for fabric may require seams and cross-joins and that the appearance of these may be affected by light source and in particular the construction of the chosen product.
- 8.5 The Customer acknowledges that Goods supplied may:
- (a) exhibit variations in shade tone, colour, texture, surface, and finish from sales samples or previous batches;
- (b) fade or change colour over time;
- (c) expand, contract, or distort as a result of exposure to heat, cold, weather;
- (d) mark or stain if exposed to certain substances;
- (e) rust or deteriorate if exposed to salinity or weather; and
- (f) be damaged or disfigured by impact or scratching.
- 9. Product Specifications**
- 9.1 The Customer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings, and weights stated in Online Hospitality Furniture's or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by Online Hospitality Furniture.
- 9.2 Online Hospitality Furniture is under no obligation to provide samples of Goods ordered other than virtual (computerized) sample. Whilst every effort will be taken by Online Hospitality Furniture to match virtual colours or styles with physical colours or styles, Online Hospitality Furniture will take no responsibility for any variation between virtual sale samples and either the virtual sale sample displayed on the Customer's computer and/or the final product. Should a physical sample be required this will be provided on request by the Customer and will be charged for as an extra including return freight, the charge will be added to the final invoice.
- 10. Title**
- 10.1 Online Hospitality Furniture and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid Online Hospitality Furniture all amounts owing to Online Hospitality Furniture; and
- (b) the Customer has met all of its other obligations to Online Hospitality Furniture.
- 10.2 Receipt by Online Hospitality Furniture of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 11. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**
- 11.1 The Customer must inspect the Goods on Delivery and must within three (3) days of Delivery notify Online Hospitality Furniture in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow Online Hospitality Furniture to inspect the Goods. Any claims must be accompanied with photographic evidence.

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- 11.2 Notwithstanding clause 11.1, the conditions applicable to the warranty given on Goods manufactured by Online Hospitality Furniture are contained on the “Warranty Document” that will be supplied with the Goods.
- 11.3 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 11.4 Online Hospitality Furniture acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 11.5 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Online Hospitality Furniture makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Online Hospitality Furniture’s liability in respect of these warranties is limited to the fullest extent permitted by law.
- 11.6 If the Customer is a consumer within the meaning of the CCA, Online Hospitality Furniture’s liability is limited to the extent permitted by section 64A of Schedule 2.
- 11.7 If Online Hospitality Furniture is required to replace the Goods under this clause or the CCA, but is unable to do so, Online Hospitality Furniture may refund any money the Customer has paid for the Goods.
- 11.8 If the Customer is not a consumer within the meaning of the CCA, Online Hospitality Furniture’s liability for any defect or damage in the Goods is:
- (a) limited to the value of any express warranty or warranty card provided to the Customer by Online Hospitality Furniture at Online Hospitality Furniture’s sole discretion;
  - (b) limited to any warranty to which Online Hospitality Furniture is entitled, if Online Hospitality Furniture did not manufacture the Goods;
  - (c) otherwise negated absolutely.
- 11.9 Subject to this clause 11, returns will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 11.1; and
  - (b) Online Hospitality Furniture has agreed that the Goods are defective; and
  - (c) the Goods are returned within a reasonable time at the Customer’s cost (if that cost is not significant); and
  - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 11.10 Online Hospitality Furniture shall not accept returns for change of mind, the buying sight unseen and the Customer is not satisfied even should the Goods be Delivered as described, or if the Customer makes a wrong decision unless due to Online Hospitality Furniture’s negligence or incorrect information supplied by Online Hospitality Furniture.
- 11.11 Notwithstanding clauses 11.1 to 11.9 but subject to the CCA, Online Hospitality Furniture shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Customer failing to properly maintain or store any Goods;
  - (b) the Customer using the Goods for any purpose other than that for which they were designed;
  - (c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
  - (d) the Customer failing to follow any instructions or guidelines provided by Online Hospitality Furniture;
  - (e) cleaning or outdoors application;
  - (f) fair wear and tear, any accident, or act of God.
- 11.12 Online Hospitality Furniture may in its absolute discretion accept non-defective Goods for return in which case Online Hospitality Furniture may require the Customer to pay handling fees of up to thirty percent (30%) of the value of the returned Goods plus any freight costs.
- 11.13 Notwithstanding anything contained in this clause if Online Hospitality Furniture is required by a law to accept a return, then Online Hospitality Furniture will only accept a return on the conditions imposed by that law.

### 12. Default and Consequences of Default

- 12.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Online Hospitality Furniture’s sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 12.2 If the Customer owes Online Hospitality Furniture any money, the Customer shall indemnify Online Hospitality Furniture from and against all costs and disbursements:
- (a) incurred; and/or
  - (b) which would be incurred and/or
  - (c) for which by the Customer would be liable;
- in regard to legal costs on a solicitor and own client basis incurred in exercising Online Hospitality Furniture’s rights under these terms and conditions, internal administration fees, Online Hospitality Furniture’s Contract fees owing for breach of these terms and conditions’, including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.
- 12.3 Further to any other rights or remedies Online Hospitality Furniture may have under this Contract, if a Customer has made payment to Online Hospitality Furniture, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Online Hospitality Furniture under this clause 12 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer’s obligations under this Contract.

### 13. Cancellation

- 13.1 Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions (“**the Breaching Party**”) the other party may suspend or terminate the supply or purchase of Goods and/or Services to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.
- 13.2 If Online Hospitality Furniture, due to reasons beyond Online Hospitality Furniture’s reasonable control, is unable to deliver any Goods and/or Services to the Customer, Online Hospitality Furniture may cancel any Contract to which these terms and conditions apply or cancel Delivery

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of Goods and/or Services at any time before the Goods and/or Services are delivered by giving written notice to the Customer. On giving such notice Online Hospitality Furniture shall repay to the Customer any money paid by the Customer for the Goods and/or Services. Online Hospitality Furniture shall not be liable for any loss or damage whatsoever arising from such cancellation.

- 13.3 If the Customer cancels Delivery of Goods or cancels orders after Online Hospitality Furniture has packed the order, a cancellation fee may be applicable.
- 13.4 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will not be accepted once production has commenced, or an order has been placed.

### 14. Privacy Act 1988

- 14.1 The Customer authorises Online Hospitality Furniture or Online Hospitality Furniture's agent to collect, use, store and disclose personal information about the Customer for the following purposes:
- (a) The provision of Goods/Services.
  - (b) Analysing and verifying the Customer's payment behaviour and credit worthiness.
  - (c) Enabling the collection of amounts outstanding in relation to the Goods/Services.
  - (d) Obtaining a credit report, debt collection or notification of a default by the Customer.
  - (e) Marketing products and services to the Customer.

### 15. General

- 15.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, that provision shall be severed from this Contract, and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state or territory, whichever applicable as being the state or territory in which the Goods and/or Services were provided by Online Hospitality Furniture to the Customer however, in the event of a dispute that deems necessary for the matter to be referred to a Magistrates or higher Court then jurisdiction will be subject to Bundaberg Courts in Queensland being the state in which Online Hospitality Furniture has its principal place of business. These terms prevail over all terms and conditions of the Customer (even if they form part of the Customer's purchase order).
- 15.3 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc, ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Customer to make a payment to Online Hospitality Furniture, once the parties agree that the Force Majeure event has ceased.
- 15.4 Both parties warrant that they have the power to enter this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
- 15.5 The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and Delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.
- 15.6 If part or all of any term of this Contract is or becomes invalid, illegal or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract.