

TERMS AND CONDITIONS

1. BINDING LEGAL AGREEMENT

- 1.1 You agree that these Terms & Conditions apply every time You accept a Purchase Order, even if You do not receive a copy of these Terms & Conditions at that time.
- 1.2 This Agreement:
 - (a) is a binding legal agreement between You and us;
 - (b) includes all matters and details appearing on the Purchase Order;
 - (c) does not include any of Your terms and conditions (including for example any terms and conditions contained in any Quote) even if received by us after this Agreement is delivered to You.
- 1.3 You agree that you have read and understood this Agreement and have had the opportunity to obtain independent legal advice about it.
- 1.4 Any special conditions or qualifications noted in the Purchase Order shall prevail to the extent of any inconsistency with any other clause of this Agreement (including these Terms & Conditions). Otherwise (and unless otherwise agreed in the special conditions), the following order of precedence applies to resolve inconsistencies or discrepancies between contract documents:
 - (a) the Purchase Order (not including the Drawings and Specifications);
 - (b) these Terms & Conditions;
 - (c) the Drawings and Specifications;
 - (d) any other document comprising the Agreement.

2. ORDER & QUOTE

- 2.1 We may provide You with full specifications of the Works You wish to supply including any Drawings and Specifications. When You have provided us with a Quote, and it is accepted, we will provide You with a Purchase Order for the Works which Purchase Order will set out the Price.
- 2.2 The Quote may be in the form of a written offer, verbal offer or any other representation to carry out the Works.
- 2.3 Acceptance of our Purchase Order by You may occur by any of the following (or a combination of any them):
 - (a) You signing and returning Our Purchase Order or other like document in respect of the Works;
 - (b) You instructing us, orally or in writing, that You will commence the Works; or
 - (c) by conduct, including where You continue to deal with us in relation to the Works.
- 2.4 Upon acceptance of a Purchase Order by You agree to be bound by this Agreement.
- 2.5 You accept full responsibility for the accuracy of all orders placed by You and You warrant that all information supplied to us in connection with the supply of the Works by You is accurate and complete.

3. SUPPLY OF WORK

- 3.1 **Supply:** Subject to the terms of this Agreement, if You accept the Purchase Order, You agree to supply the Works for the Price, and We agree to pay the Price for your supply of the Works.
- 3.2 **Dates for Supply:** We may specify a schedule of dates for supply of the Works in our Order. In this Agreement **Schedule of Works** means:
 - (a) the schedule setting out the date(s) for supply of the Works set out in our Order; or
 - (b) if We do not include such a schedule in our Order, You agree to perform the Works in the timeframe directed by Our representative.
- 3.3 **Failure to agree Date for Supply:** If clause 3.2(b) applies and You and we cannot agree on a schedule for supply of the Works by the date, we may terminate this Agreement by notice to You, failure to agree upon a date is not grounds for you to terminate this agreement.

4. PRICE AND PAYMENTS

4.1 Payment of Price

- (a) The Price is:
 - (i) where we have specified a lump sum in the Purchase Order, the lump sum amount stated in the Purchase Order; or
 - (ii) where we have specified rates in the Purchase Order, the amount ascertained by multiplying the measured quantity of each item of work carried out by us by the rate specified for that item in the Purchase Order; or
 - (iii) where we have specified a combination of a lump sum and rates in the Purchase Order, the aggregate of the amounts determined pursuant to clauses 4.1(b)(i) and 4.1(b)(ii),
 and includes any amount for insurance, freight, loading, unloading and delivery set out in the Purchase Order.
- (b) We must pay the Price in the manner specified by the Purchase Order. In particular if the Purchase Order specifies:

- (i) cash up front, We must pay the Price in full within 14 days of acceptance of the Purchase Order by You;
 - (ii) progress payments or instalments, We must pay the Price by instalments as outlined in the Purchase Order;
 - (iii) monthly invoices, You will raise an invoice monthly in respect of Works supplied during that month, and We must pay the invoiced amount within 30 days of the end of the month in which the invoice is dated.
- (c) If supply of the Works is delayed at our request or because the Site is not ready or due to our or any third parties' act or omission or for any other reason beyond your reasonable control:
- (i) the Works will be stored at Your risk and cost, including any storage cost by any third party (including any of your suppliers); and
 - (ii) We will not be liable for any delay, loss of opportunity or disruption costs incurred by You

4.2 Variations and other charges

- (a) We are entitled to vary the Price by a reasonable amount if You notify Us of a variation to the Works, and we agree to that variation, or if:
 - (i) any information provided by Us in connection with the Works proves to be incorrect, inaccurate or incomplete; or
 - (ii) new information relevant to the Works is published by a manufacturer of the equipment or any other person, or otherwise becomes known to us,
 with the effect that it is necessary to vary the Works.
- (b) Without limiting clause 4.2(a), unless expressly set out in the Purchase Order, the Price includes allowance for the following items:
 - (i) delay or disruption to the Works for reasons beyond our control;
 - (ii) a change in the sequence or timing of Works (or part thereof) for reasons beyond our control;
 - (iii) discovery of any site condition (natural or artificial) which had not been reasonably contemplated by us at the time of providing the Purchase Order;
 - (iv) the need for treatment or disposal of any unsuitable, hazardous or contaminated material; or
 - (v) the need for working outside of usual business hours.
 If any of these events occur, You are not entitled to claim from Us an additional sum, at our discretion, and as determined by us (acting reasonably), We may issue a Variation to reflect the loss or damage suffered by You in connection with the event.

4.3 Payment method, GST and interest

- (a) All payments by us, must be made by cash, transfer of funds (EFT) or bank cheque.
- (b) All amounts in this Agreement are exclusive of GST. If GST is payable by a party (**Supplier**) on a taxable supply under this Agreement then the Supplier can collect from the other party (**Recipient**) the GST which is payable by the Supplier. The Recipient is not obliged to pay the Supplier any amount for GST until the Supplier gives the Recipient an appropriate tax invoice so that the Recipient can re-claim the GST where applicable.

4.4 Retention

- (a) Unless expressly agreed by Us in writing, We are entitled to withhold retention money in connection with the Works.
- (b) Should we not retain funds, it does not relieve you from your responsibilities to rectify defective Works or perform the Works in the time directed.
- (c) Retentions (where withheld) shall be released in the manner of 50% at the completion of our Works and the balance 12 months thereafter, unless varied by the terms of the Purchase Order.

5. DELIVERY

- 5.1 Unless otherwise stated in the Purchase Order, if the Works comprise deliverable materials You will deliver those materials to our delivery address, as nominated by us in the Purchase Order or otherwise communicated by us. The costs of insurance, freight, loading, unloading and delivery with respect to the Works is as stated in the Purchase Order if applicable and if not stated then are deemed to be within the total sum.
- 5.2 While we will use our best efforts to program the Works in accordance with the Schedule of Works we will not be liable to You for any loss or damage You may suffer arising from delays in being ready for the Works.
- 5.3 If You request that we arrange delivery on your behalf, and we agree to do so:
 - (a) You authorise us to enter into a transport contract as agent on Your behalf and must do all things necessary to ratify our entry into such contract; and
 - (b) You indemnify us against any costs, charges and expenses incurred in connection with us arranging delivery on Your behalf.

6. YOUR OBLIGATIONS

- 6.1 You must:
 - (a) ensure that the all information contained in the Drawings and Specifications and any other information supplied by us for the purposes of this Agreement (including in any request for quotation), is complete, accurate and suitable for our intended purpose;
 - (b) obtain all approvals, consents, authorisations, registrations, certificates, permissions, licences, permits and authorities required under any law or regulations for the lawful Installation and operation of the Works, including, if necessary for the supply of the Works and where you are not the registered proprietor of the Site, the right to access and to grant us access to the Site;
 - (c) promptly provide us with any information we may request in connection with the Works;
 - (d) ensure that we are not interrupted or disturbed in supply of the Works;

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- (e) ensure that the Site (if not our premises) is safe and free of obstructions and properly prepared for the Works by the date for commencement of the Works, as set out in the Schedule of Works;
- (f) ensure that You have allowed suitably for the requirement to mobilise and re-mobilise as required for the Works;
- (g) ensure that You work with all other contractors, principles and other parties to ensure no delays are caused by You;
- (h) ensure that You have sufficient insurance to cover the Works conducted at the Site;
- (i) arrange and meet the cost of Your employees attending any site induction, safety training or similar training that may be specified by Us or by any party You have contracted with; and
- (j) provide any plant or equipment that You have agreed to supply in connection with the Works.

7. MATERIALS

7.1 Our Materials

- (a) The Materials remain our property once delivered.
- (b) In relation to all Materials that are located at Your premises or left in Your custody or possession, You must:
 - (i) keep and maintain those Materials in safe custody, in good condition and clearly identified as our Materials at Your own risk;
 - (ii) not dispose of or use or encumber those Materials, other than in accordance with our written consent;
 - (iii) pay on demand the replacement cost of any of those Materials that are lost or stolen while at Your premises or in Your possession or custody;
 - (iv) Ensure suitable insurances for loss or damage are maintained; and
 - (v) Not use the Materials without prior written agreement by Us.

7.2 Third Party Materials

If You obtain materials used in the production of the Works that are not manufactured by You, You must source those from reputable suppliers. To the extent permitted by law, You will be liable for any defects in these materials and You must ensure that the warranty (if any) offered by the manufacturer of those materials is acceptable by Us.

8. RISK AND TITLE TO THE GOODS

- 8.1 Risk in the components comprising the Works will pass to Us when those Works have been installed and accepted.
- 8.2 All legal and equitable title to the Works remains with You until full payment is received from Us in accordance with this Agreement.
- 8.3 Until title in the Works passes to Us:
 - (a) we will be entitled at any time to require You to deliver the Works to us and You grant us and our contractors a right to enter upon the Site to use the Works without being liable for any damage caused by so doing;
 - (b) You must not to sell, encumber, pledge or in any way charge by way of security the Works or allow any person to acquire any interest in the Works;

- (c) You must not deliver any document of title to the Works to any person except as directed by us;
- (d) You must insure the Works for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where You carry on business;
- (e) You must not remove, deface or obliterate any identifying plate, mark or number on any of the Works.

9. DEFECTS AND WARRANTY

9.1 Defects procedure

If We consider that any aspect of the Works have not been supplied or performed in accordance with this Agreement You must:

- (a) promptly provide us with full details of the reasoning for the non performance; and
- (b) give us a reasonable timeframe to inspect, test and, if required, attend to rectification of the non-performing Works.

9.2 Your acknowledgement

You acknowledge and agree that, without limiting any term of this Agreement:

- (a) the Works are supplied to us are subject to the usual trade tolerances relating to specifications, dimensions and performance;
- (b) You have made Your own enquiries in relation to the Works and have satisfied Yourself the Works is suitable for the purpose intended by Us; and
- (c) in preparing the Purchase Order we have relied on the completeness and accuracy of information provided by You.

9.3 Warranties

To the extent permitted by law all conditions, warranties, and liabilities in respect of the Works are Your responsibility to provide and maintain.

10. AUSTRALIAN CONSUMER LAW, LIABILITY AND INDEMNITY

- 10.1 Nothing in this Agreement may be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods pursuant to this agreement of all or any of the provisions of the *Competition and Consumer Act 2010* (Cth) or any relevant State or Federal legislation. The Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) provides consumer rights and remedies that may not be contracted out of, in part or wholly. Where those consumer rights and remedies apply to the supply of the Works by You to Us and cannot be contracted out of, they apply and override any inconsistent provisions in this Agreement but only to the extent of the inconsistency.

Limitation of our Liability

- 10.2 You agree that the maximum aggregate liability of us for all Claims under or relating to this Agreement or its subject matter, whether in contract, tort (including negligence), in equity, under statute, under an indemnity or on any other basis, is limited to the \$100.
- 10.3 To the maximum extent permitted by law we have no liability whatsoever to You or third parties for any Claim whatsoever in relation, directly or indirectly, to the Works or provision or non provision of the Works, for circumstances beyond our control or in relation to acts or omissions of You or any third party including if You or any third party are responsible for Installation, and You will indemnify and hold us harmless from such liability.

Indemnity

- 10.4 You indemnify us against and must pay to us all Claims suffered by us, or our officers and employees due to:
 - (a) a breach of this Agreement by You, including our debt collection and legal expenses on a full indemnity basis; or
 - (b) the use or operation of the Works by Us, except to the extent such Claim is caused by a breach by us of this Agreement.

Consequential loss

- 10.5 We are not liable to You in respect of any consequential losses (including loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right) or any other indirect loss arising out of or in connection with this Agreement.

11. FORCE MAJEURE

If You are restricted or prevented from performing Your obligations under this Agreement by an event beyond Your reasonable control, including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of our suppliers in any way whatsoever or howsoever caused then:

- (a) You must give written notice of any such cause to Us;
- (b) We may then amend the time for performance of Your obligations; and
- (c) We will not be liable to You for any loss You may suffer in connection with that amendment nor Your inability to perform.

12. TERMINATION

12.1 TERMINATION BY YOU

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You may terminate this Agreement by notice in writing to us if We materially breach this Agreement, and fail to remedy that breach within 10 Business Days of notice by You setting out that breach.

12.2 TERMINATION BY US

We may terminate this Agreement by notice in writing to You if:

- (a) You are unable to obtain sufficient stocks of the Works (including relevant components) or are unable to source sufficient workforce to complete supply of the Works;
- (b) we believe supply of the Works at the Site is unsafe or unsuitable;
- (c) we believe, acting reasonably, that any law relating to either the supply of the Works by You has changed in a manner that makes Your supply of the Works unlawful or uncommercial;
- (d) a Force Majeure Event occurs and continues for a period of 90 days;
- (e) to the extent permitted by law, You suffer an Insolvency Event; or
- (f) You breach this Agreement and fail to remedy that breach within 5 Business Days of notice by Us setting out that breach.

12.3 Effect of Termination

If this Agreement is terminated for any reason:

- (a) in respect of work the subject of this Agreement which has been performed by You (including the procurement or partial procurement of any Deliverables including any Deliverables which have not yet been delivered by You) but for which no invoice has yet been submitted by You, You will submit an invoice to Us as soon as practicable for the value of such work. We must pay the invoiced amount in accordance with 4 (b) (iii). You will deliver to Us any Deliverables as directed by Us for those Deliverables; and
- (b) the accrued rights, remedies, obligations and liabilities of Us as at expiry or termination will not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

13. SUSPENSION

13.1 Suspension for your breach

Without limiting our rights under this Agreement, We may suspend the Works:

- (a) if You breach this Agreement, and fail to remedy that breach within 5 Business Days of notice by Us setting out that breach, for the period in which the breach subsists;
- (b) while an Insolvency Event subsists in respect of You.

13.2 Stand-down fees

If we suspend the Works pursuant to clause 13.1, or we are otherwise unable to allow the Works to continue due to an act or omission by You or anyone You are responsible for, we may charge You for stand-down fees at a rate which will be notified to you at the time of the Suspension. These fees will be subject to set off against any outstanding monies due to You in accordance with clause 18.

14. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 14.1 You warrant to us that no material provided by You to us infringes the Intellectual Property Rights (including, without limitation, copyright, trademarks, registered designs, patents and know how) of any other party.
- 14.2 This Agreement does not transfer ownership of Intellectual Property Rights in or in connection with or relating to the Works.
- 14.3 All Intellectual Property Rights comprised in the Works are our absolute property. You agree that we own all Intellectual Property Rights in and to all materials, including documents, plans and designs, prepared by us in connection with this Agreement or the Works. To the extent (despite this clause) any such Intellectual Property Rights are, or become Yours, You must immediately take all steps necessary to transfer ownership of those Intellectual Property Rights to us.
- 14.4 You must not disassemble, decompile, reverse engineer, modify or otherwise alter the Works, or any part of the Works, without our written consent.
- 14.5 You must keep confidential the Price, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by us to You, Your employees, agents or subcontractors, and any other confidential information concerning our business or its products or its services which You may obtain from entering into this Agreement.

15. SECURITY

- 15.1 You hereby charge in favour of us your legal and equitable interest (present and future) of whatsoever nature in any and all real property, including the Site, and present and after acquired personal property (including any interest you may have in the Deliverables and the Materials) with payment of all monies owed by You to us and with performance of all obligations set out in this Agreement by You.
- 15.2 You agree to execute any documents and do all things necessary as required by us to register the security granted in this clause and appoint each director of us your attorney to execute and register such documents and instruments.

16. PERSONAL PROPERTY SECURITIES ACT 2009

16.1 You acknowledge and agree:

- (a) (without limiting anything in this clause 17) that we may record in the PPSR a security interest (including a purchase money security interest under s14(1)(c) of the PPSA) against You in relation to your legal and equitable interest (present and future) of whatsoever nature in any and all real property and present and after acquired personal property;
- (b) that this Agreement constitutes a security agreement for the purposes of the PPSA to secure performance by You of Your obligations including (without limitation) the obligation to pay all amounts owing by You to us under or in connection with this Agreement now or in the future;
- (c) that this security will continue despite any settlement of account or other matter or thing until a final discharge is given to You.

16.2 For the purposes of s275(6) or any other provision of the PPSA You agree that no information may be disclosed in accordance with s275(1) of the PPSA.

16.3 You:

- (a) waive any right to receive a verification statement in accordance with s157 of the PPSA; and
- (b) waive and agree to contract out of any provision referred to in s115 of the PPSA (including but not limited to any right to receive any notice and any provision which would otherwise prohibit or limit the exercise by us of any right in relation to the Works).

16.4 You agree to do such things, as we may require from time to time to protect Our position as a secured party.

16.5 Words defined in the PPSA have the same meaning where used in this Agreement unless the context requires otherwise.

17. CORPORATIONS AND TRUSTEES

If You are:

- 17.1 a corporation, the signatory to this Agreement warrants that this agreement has been duly executed by the corporation;
- 17.2 the trustee of a trust (whether disclosed to us or not), You warrant to us that:
 - (i) You enter into this agreement in both Your capacity as trustee and in Your personal capacity;
 - (ii) You have the right to be indemnified out of the trust assets;
 - (iii) You have power under the trust deed to sign this Agreement; and
 - (iv) You will not retire as trustee of the trust or appoint any new or additional trustee without advising us, and You must give us a copy of the trust deed upon request.

18. SET OFF

Any amount due to us from time to time may be deducted from any monies which may be or may become payable to You by us.

19. LAW OF AGREEMENT

This Agreement is governed by the law in force in Western Australia and You submit to Courts of that jurisdiction. The United Nations Convention on Contracts for the International Sale of Works (Vienna Convention) and any legislation enacted pursuant to that convention is excluded.

20. NOTICES

- 20.1 A notice, consent approval or other communication (each a Notice) under this Agreement must be in writing signed by or on behalf of the person giving it, addressed to the person to whom it is to be given.
- 20.2 A notice may be given by personal delivery, pre-paid mail or email and is treated as having been given and received:
 - (a) if delivered to a person's address, on the day of delivery if a Business Day or otherwise on the next Business Day;
 - (b) if sent by pre-paid mail, on the third Business Day after posting; or
 - (c) if transmitted by email to a person's email address at the time of transmission if by 5pm on a Business Day or otherwise on the next Business Day, unless the sender receives an automated message that delivery or that email has failed, in which case delivery has not been effected.
- 20.3 For the purpose of this clause the address of the parties is the address set out in the Purchase Order or, in either case, another address of which Notice has been given to the other party.

21. VARIATION

This Agreement may only be varied by writing signed by the Parties. We may vary these terms and conditions in relation to future Purchase Orders. If You do not wish to be bound by such variations in respect of future Purchase Orders, You may cease providing Quotes to us.

22. INTERPRETATION

22.1 Definitions

- (a) **Agreement** means these terms and conditions and the Purchase Order.
- (b) **Business Day** means any day not being a Saturday, Sunday or public holiday in Western Australia.
- (c) **Claim** includes any loss, damage, claim, expense or demand of any kind or character, whether in contract, at common law, in equity or pursuant to any statute or law, including for consequential loss, loss of profit, loss of opportunity or losses due to business interruption.
- (d) **Deliverables** means any products, materials, goods or things being supplied by You as part of the Works.
- (e) **Drawings and Specifications** means the drawings or specifications or both identified in the Quote, if any, as prepared by Us.
- (f) **Force Majeure Event** has the meaning given in clause 11.
- (g) **Insolvency Event** means You: (a) are insolvent, have a receiver, manager, administrator, liquidator or controller appointed over You or Your assets or makes composition with Your creditors; (b) commits an act of bankruptcy or insolvency, liquidation, administration or appointment of any of the persons referred to in paragraph (a) above; (c) are the subject of an application for winding up, deregistration or administration; (d) call a meeting of Your creditors; (e) pass a resolution for Your winding up, deregistration or administration; (f) have judgment

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entered against it in any cause in an amount in excess of \$20,000; (g) compromise with Your creditors; or (h) anything having a substantially similar effect to any of the events specified above happens under the laws of any applicable jurisdiction.

- (h) **Installation** means the services and works required to: (1) conduct pre-installation site inspections at the Site; and (2) install the Works and **Install** has a corresponding meaning.
- (i) **Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, trade, business and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database right, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- (j) **Materials** means all our materials, plant, tools, equipment, documents and other property required to be utilised in the supply of the Works.
- (k) **Purchase Order** means the purchase order given by You to Us in acceptance of a Quote.
- (l) **PPSA** means the *Personal Property Securities Act 2009* (Cth).
- (m) **PPSR** means the Personal Property Securities Register maintained in accordance with the PPSA.
- (n) **Price** has the meaning given in clause 4.1(b).
- (o) **Quote** means the quote supplied by You to Us pursuant to clause 2.1 which includes the Scope of Works.
- (p) **Scope of Works** means the Scope of Works set out in the Purchase Order.
- (q) **Site** means the site set out in the Purchase Order, or otherwise agreed between You and us, as the premises at which the Works will be installed.
- (r) **Specifications** means the specifications for the Works as requested by You, and accepted by us, pursuant to clause 2.1 or agreed between us pursuant to clause 2.2, as applicable.
- (s) **we, our, us** means **Allstyle Concrete Pty Ltd** (ABN 12 419 277 641) or **Allstyle Concrete Pumping Pty Ltd** (ABN 58 149 063 516) as named in the Purchase Order.
- (t) **Works** means the works, including the procuring and supply of Deliverables and the performance and supply of any services, to be performed or supplied by us for You as set out in the Scope of Works.
- (v) **You, Your** means the person, business or company named as "the Customer" on the Purchase Order, and in the case of clause 21 includes any director who has provided a directors guarantee in our favour.

22.2 Interpretation and General

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Reference to the singular includes the plural, and reference to any party includes the party's successors, administrators, personal representatives and assigns.
- (c) Reference to a thing includes reference to a part of that thing.
- (d) You may not assign Your interest under this Agreement without our consent. A change in Your principal shareholding or effective control of You (if a body corporation) constitutes an assignment which requires our consent. We can assign or novate this Agreement without notice to You to any person we believe has reasonable commercial and technical capability to perform our obligations. We can subcontract any of our obligations under this Agreement but we will remain liable for the performance of this Agreement.
- (e) If any term is invalid or unenforceable it can be severed from the Agreement without affecting the enforceability of the other terms.
- (f) The terms of this Agreement may only be waived or varied in writing signed by both parties.
- (g) Any omission by us to enforce a provision of this Agreement will not operate as a waiver by us and will not prejudice our rights to enforce any provisions of this Agreement.
- (h) Each indemnity in this Agreement, and clauses 8, 9, 10, 11, 13, 15, 16 and 17 survive the termination of this Agreement.
- (i) All rights and remedies expressly reserved to us in this Agreement are without prejudice to any other right or remedy available to us.