

PURE DAIRY PTY LTD
TERMS AND CONDITIONS OF TRADE

1. **Definitions**
- In these Terms:
- ACL** means the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) and its associated regulations as amended;
- Affiliate** means, in relation to a party, any subsidiary or holding company of (and any subsidiary of such holding company) and any entity which from time to time controls, is directly or indirectly controlled by, in control of, or under common control with a party, and in the case of Pure Dairy means any subsidiary (or holding) company of Pure Dairy Holdings Pty Limited.
- Agreement** means, collectively, the relevant Purchase Contract and these Terms, as each may be amended varied or updated from time to time;
- Applicable Laws** means all laws, enactments, regulations, regulatory policies, guidelines, mandatory and legally required industry codes, regulatory permits and regulatory licences of any kind which are applicable to the Agreement and are in force from time to time, including, any local laws, customs, usages and practices including as to taxation, in the country in which any sale or purchase of Goods is wholly or partly transacted under the Agreement, as amended from time to time;
- Australian Privacy Act** means the *Privacy Act 1988* (Cth), including the Australian Privacy Principles (APPs), together with all orders and statutory codes of conduct and guidance applicable under each, and as each may be amended or updated from time to time;
- Confidential Information** means: (a) all business and financial information of a party, and information concerning the goods and/or related services; (b) any information that would at law be considered secret or confidential information of a party; and (c) any intellectual property rights owned or licensed by a party, but does not include information which: (d) at the time of disclosure by a party is in the public domain; (e) after disclosure to a party, becomes part of the public domain otherwise than by disclosure in breach of these Terms; (f) is or becomes lawfully available to a party from a third party who has the lawful power to disclose such information to that party on a non-confidential basis; or (g) which is rightfully known or independently developed by a party prior to the date of disclosure;
- Consumer** is as defined in the ACL;
- Customer** means the party, jointly and severally if more than one, acquiring goods and/or related services from the Supplier, as specified in the applicable Purchase Contract (which may include an Affiliate of the Customer, as the case may be);
- Business Day** means any usual business day in the jurisdiction in which the Supplier operates its business, being Monday to Friday each week, excluding public or bank holidays;
- Goods** means dairy goods supplied by the Supplier to the Customer including finished goods ready for human consumption and food components used in the manufacturing process to produce finished dairy goods ready for human consumption (as set out in the Purchase Contract);
- Intellectual Property Rights** means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries (and applications for the same);
- Purchase Contract** means a document executed by the parties (or, as applicable, any Affiliate of a party) for the for the provision of Goods and/or related services by the Supplier (or it's Affiliate) based on these Terms (as such terms may be amended by the relevant Purchase Contract). The Purchase Contract includes any Supplier quotation or a Supplier-issued purchase order completed by a Customer and accepted by Supplier or as annotated and signed by the parties upon issue;
- GST** means the Goods and Services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and its associated Regulations as amended;
- PPSA** means the *Personal Property Securities Act 2009* (Cth) and its associated regulations as amended from time to time;
- Prices** means the price(s) quoted for the supply of the Goods as set out in the relevant Purchase Contract;
- Supplier** means Pure Dairy Pty Ltd (ABN 47 143 962 529) (**Pure Dairy**) or any one of its Affiliates providing Goods to the Customer, as more particularly specified in the applicable Purchase Contract; and
- Terms** means these International Terms and Conditions of Trade.
2. **Basis of Agreement**
- 2.1 These Terms, together with the relevant Purchase Contract, form the Agreement between the Customer and Supplier for the provision of the Goods and related services. Additional terms and conditions of supply may be included in the Purchase Contract.
- 2.2 Unless otherwise agreed in writing, in the event of any conflict or inconsistency between the Purchase Contract and these Terms, the terms of the Purchase Contract will prevail to the extent of the conflict or inconsistency.
- 2.3 Any quotation provided by the Supplier to the Customer for the proposed supply of Goods is:
- (a) valid for 30 days;
- (b) an invitation to treat only; and
- (c) only valid if in writing.
- 2.4 An agreement is reached between the parties when the Supplier confirms its acceptance, in writing (hand or electronic means) of an offer from the Customer to purchase goods (for clarity, the Customer makes an offer by submitting a completed Supplier-issued purchase order to the Supplier).
- 2.5 The Supplier may refuse to accept any offer at any time.
3. **Term**
- 3.1 In respect of each Purchase Contract, this Agreement (and these Terms) commences on the date specified in the Purchase Contract executed between the parties (or Affiliates) and continues, unless earlier terminated under clause 14, until delivery of the Goods to the Customer (in accordance with clause 12) under the relevant Purchase Contract (the **Term**).
- 3.2 The term of each Purchase Contract will commence upon execution by the parties and continues, unless this Agreement is terminated earlier in accordance with clause 14, until the Goods are delivered to the Customer in accordance with clause 12 and the relevant delivery terms of the Purchase Contract.
- 3.3 Each Purchase Contract executed by the parties will constitute a separate and binding contract between the Customer and the Supplier, and is subject to the Terms of this Agreement.
4. **Change Management**
- 4.1 The Customer must provide the Supplier with its specific requirements, if any, in relation to the Goods and/or related services.
- 4.2 The Supplier may vary or amend these Terms at any time by posting changes including an updated version of the Terms on the Supplier website located at <https://www.puredairytrade.com/>. Where reasonably practicable, Supplier may also provide written notice to the Customer of any material changes to the Terms. Any variations or amendments to the Terms only apply to Purchase Contracts executed after the date of the change to these Terms, being the date identified on the Supplier's website or as stated in the Customer notice (if applicable).
5. **Pricing**
- 5.1 Prices quoted for the supply of Goods will include, or otherwise make reference to, all applicable taxes, charges or duties imposed on or in relation to the Goods, which are to be met by the Customer.
- 5.2 If the Customer requests any variation to the Agreement, to the extent permitted by Applicable Laws, the Supplier may increase the price to account for the variation.
- 5.3 The Supplier may increase the Prices under a Purchase Contract where there is any change in the costs incurred by the Supplier in providing the Goods, to the extent permitted by Applicable Laws, as a result of any change or increase in costs of labour, insurance or such other internal cost to Supplier, or costs passed on by any third party suppliers, by notifying with 30 days' written notice to the Customer with sufficient particulars to explain the change.
6. **Payment**
- 6.1 Unless otherwise agreed in writing (including as shown on a Purchase Contract) full payment of undisputed invoices must be made by Customer within 30 days of the date of the Supplier's invoice.
- 6.2 The Supplier may require payment in full on delivery of the Goods or part payment on delivery of the Goods with the balance payable within 30 days of delivery of goods, as specified in a Purchase Contract.
- 6.3 Payment by cheque is not deemed made until the proceeds of the cheque have cleared.
- 6.4 The time for payment is of the essence.
7. **Payment Default**
- 7.1 If the Customer disputes in good faith any amount in an invoice provided by the Supplier, then the Customer is not obligated to pay the disputed amount

	until the dispute is resolved, but must pay all other undisputed amounts. Any disputed invoice must be resolved in accordance with clause 18.		
7.2	Subject to clause 7.1, if the Customer fails to pay any invoice (or part thereof) by the due date, the Supplier may do any one, or all, of the following (to the maximum extent permitted by applicable laws):		
	(a) charge the Customer interest on the outstanding portion of the invoice at the prevailing rate pursuant to the <i>Penalty Interest Rates Act 1983 (Vic)</i> plus 4% (unless otherwise specified in the Purchase Contract) for the period from the due date until the date of payment in full;		(c) the security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Customer at any particular time;
	(b) if Supplier is providing credit to Customer, register a credit default on Customer's credit report, in accordance with Applicable Law;		(d) the Customer must do whatever is necessary in order to give a valid security interest over the goods which is able to be registered by the Supplier on the Personal Property Securities Register; and
	(c) charge the Customer for, and the Customer must indemnify the Supplier from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Agreement or to recover any Goods;		(e) The security interest arising under this clause 9 attaches to the goods when the goods are collected or dispatched from the Supplier's premises and not at any later time.
	(d) cease or suspend supply of any further Goods to the Customer until such time as the Customer has paid the outstanding amount and any accrued in full; and/or	9.3	Where permitted by the PPSA, the Customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.
	(e) by written notice to the Customer, terminate any uncompleted portion of the Agreement with the Customer, provided that the Customer does not remedy the non-payment within 30 days of notice from the Supplier indicating its intention to terminate that portion of the Agreement under this clause.	9.4	The Supplier and the Customer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these Terms.
7.3	Any breach by the Customer of this Clause 7 will be considered a material breach of this Agreement.	9.5	To the extent permitted by the PPSA, the Customer agrees that the provisions of Chapter 4 of the PPSA which are for the benefit of the Customer or which place obligations on the Supplier will apply only to the extent that they are mandatory or the Supplier agrees to their application in writing.
7.4	Clause 7.2(d) and 7.2(e) may also be relied upon, at the Supplier's option:	9.6	The Customer must immediately upon the Supplier's request:
	(a) where the Customer is a natural person and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or		(a) do all things and execute all documents necessary to give effect to the security interest created under this Agreement; and
	(b) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, administrator, receiver or manager or similar functionary appointed in respect of its assets, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.		(b) procure from any person considered by the Supplier to be relevant to its security position such agreements and waivers (including as equivalent to those above) as the Supplier may at any time require.
8.	Passing of Property	9.7	The Supplier may allocate amounts received from the Customer in any manner the Supplier determines, including in any manner required to preserve any Purchase Money Security Interest it has in goods supplied by the Supplier.
8.1	Until the Supplier receives full payment in cleared funds for all Goods supplied by it to the Customer, as well as all other amounts owing to the Supplier by the Customer (to the extent permitted by Applicable Laws):	9.8	For the purposes of section 275(6) of the PPSA, the parties agree that any information pertaining to the sale of goods and details of the goods are Confidential Information. Neither party may disclose any information pertaining to the sale of the goods, except as required by law or otherwise permitted under clause 17 of these Terms.
	(a) title and property in all Goods remains vested in the Supplier and does not pass to the Customer;	10.	Risk and Insurance
	(b) the Customer must hold the Goods as fiduciary bailee and agent for the Supplier;	10.1	The risk in the Goods will pass to the Customer immediately on the Goods being delivered to the Customer or being taken from the Supplier's premises by any agent of the Customer.
	(c) the Customer must keep the Goods separate from its own goods and maintain the Supplier's labelling and packaging;	10.2	Insurance requirements (including for theft, damage and other loss) will be as specified under the applicable International Commercial Terms developed by the International Chamber of Commerce (Incoterms®) as specified in the Purchase Contract.
	(d) the Customer must hold the proceeds of sale of the Goods on trust for the Supplier in a separate account with a bank to whom the Customer has not given security (however, failure to do so will not affect the Customer's obligation as fiduciary bailee);	10.3	The Goods are sold to the Customer on the basis that the Customer has obtained all necessary licences or permits under all Applicable Laws in relation to the purchase or the use of the Goods in the Customer's business.
	(e) in addition to its rights under the PPSA, the Supplier may, without notice, enter any premises where it suspects the Goods are and remove them, notwithstanding that they may have been attached to other goods not the property of the Supplier, and for this purpose the Customer irrevocably licences the Supplier to enter such premises and also to the extent permitted by Applicable Laws, indemnifies the Supplier from and against all costs, claims, demands or actions by any party arising from such action.	10.4	Where permitted by Applicable Laws, the Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use (including consumption) or possession of the Goods sold by the Supplier, unless recoverable from the Supplier on the failure of any statutory guarantee in relation to the Goods (including under the ACL).
9.	Personal Property Securities Act	11.	Foreign Exchange
9.1	Notwithstanding anything to the contrary contained in these Terms, the PPSA applies to these Terms.	11.1	Unless otherwise stated by the Supplier in writing, all confirmations of sale or purchase of Goods (including all invoices) will be for the account of the Customer in the currency specified in the Purchase Contract and if not so stated, United States dollars (USD \$).
9.2	For the purposes of the PPSA:	11.2	Each party acknowledges and agrees that it will bear its own foreign exchange risk when trading in United States dollars (USD\$) including all associated costs, expenses and/or liabilities incurred, together with the risks of exchange controls or other laws that may prohibit or imposes costs on the transfer of goods to countries outside of a party's local jurisdiction or denominated in currencies other than United States dollars (USD\$).
	(a) terms used in clause 9 that are defined in the PPSA have the same meaning as in the PPSA;	12.	Delivery
	(b) these Terms are a security agreement and the Supplier has a Purchase Money Security Interest in all present and future goods supplied by the Supplier to the Customer and the proceeds of the goods;	12.1	The Agreement between the parties is subject to the application of the Incoterms®. The Supplier must specify the applicable version of Incoterms® in the Purchase Contract (if any) and the relevant designated place or port for delivery.
		12.2	Any period or date for delivery of Goods set out in a Purchase Contract (Shipment Period) is an estimate only and not a contractual commitment.
		12.3	Without limiting clause 12.1, the Supplier will use its reasonable endeavours to deliver the Goods to the Customer during the Shipment Period, but will

	not be liable for any loss or damage suffered by the Customer or any third party due to such failure to meet the Shipment Period.		amount required under section 274 of the ACL is the absolute limit of the Supplier's liability to the Customer,
12.4	Subject to clause 12.1:		however arising under or in connection with the sale, use of, storage or any other dealings with the Goods by the Customer or any third party.
	(a) the Supplier will arrange for the delivery of the Goods to the Customer's premises or otherwise the Customer's other designated address for delivery, as set out in the Purchase Contract (or otherwise agreed by the parties in writing).	13.6	If clause 13.4 and 13.5 do not apply, then other than as stated in the Agreement or any written warranty statement, the Supplier is not liable to the Customer in any way arising under or in connection with the sale, use of, storage or any other dealings with the Goods by the Customer or any third party.
	(b) The Customer is responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the Goods to the Customer to the point of delivery.	13.7	The Customer must not use, sell, transfer or otherwise handle the Goods: (i) in furtherance of, or in connection with, any illegal purposes; and/or (ii) transfer or re-supply the Goods to any country or territory which is subject to any sanctions regime applied by the UN Security Council or as applicable under all Applicable Laws. The Supplier fully excludes all liability arising out of or in connection with a Customer breach of this Clause 13.7.
	(c) The Supplier may make part delivery of Goods and the Supplier may invoice the Customer for the Goods provided.		
	(d) To the extent permitted by Applicable Laws, the Supplier has no liability for any loss or damage suffered by the Customer, its sub-contractors or employees as a result of delivery, except where the Supplier or the Supplier's delivery agent has not used due care and skill.	13.8	To the extent permitted by Applicable Law, neither party is liable for any special, indirect or consequential losses or expenses howsoever arising under this Agreement, including but not limited to loss of turnover, profits, business or goodwill, loss or corruption of data or information, or pure economic loss.
	(e) If delivery is attempted and is unable to be completed, the Customer is deemed to have taken delivery of the Goods. The Customer is liable for storage or re-delivery charges, to be invoiced by the Supplier in accordance with clause 6.	13.9	The Customer acknowledges that it:
	(f) If agreed in the Purchase Contract that the Customer will collect the Goods from the Supplier (or another designated location):		(a) has not relied on any service involving skill and judgement, or on any advice, recommendation information or assistance provided by the Supplier in relation to the Goods or their use or application; and
	(i) the Customer must collect the Goods within 7 days of being advised the Goods are ready for collection;		(b) has the sole responsibility of satisfying itself that the Goods are suitable for the use of the Customer.
	(ii) if the Customer does not collect the goods within this time, the Customer is deemed to have taken delivery of the goods and is liable for any storage charges, to be invoiced by the Supplier in accordance with clause 6.	13.10	Nothing in the Agreement is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State, Territory or Federal legislation in Australia, or any Applicable Law which cannot be excluded, restricted or modified.
	(g) The Customer acknowledges and agrees that while the Supplier must make all commercially reasonable endeavours to deliver the quantity of the relevant Goods as specified in a Purchase Contract (Quantity):	14. Termination & Cancellation	
	(i) the Supplier may deliver a quantity of the Goods which is within 5% (greater or lesser) of the Quantity; and	14.1	A party may terminate the Agreement immediately at any time during the Term if the other party:
	(ii) where permitted by Applicable Laws, the Supplier is not liable where it does not deliver the exact Quantity.		(a) is in material breach of any of its obligations under this Agreement, and it has not remedied the breach within twenty (20) Business Days of receiving written notice requiring it to do so; or
13. Liability			(b) is no longer able to perform its obligations under this Agreement due to a change in Applicable Laws which prevents either party from performing its obligations under this Agreement.
13.1	To the maximum extent permitted by Applicable Laws the Supplier's total aggregate liability of the Supplier under this Agreement whether in tort (including negligence), contract, breach of statutory duty, misrepresentation, restitution or otherwise is limited to the total amount payable to the Supplier for the applicable shipment of Goods under the relevant Purchase Contract in respect of which the loss or liability arises.	14.2	If the Supplier is unable to deliver the Goods, then it may cancel the Agreement immediately following 30 days' written notice to the Customer.
13.2	Where a Purchase Contract is executed with any Affiliate (either of the Supplier or a Customer), each of the Supplier and Customer under this Agreement will be responsible for the acts and omissions of their relevant Affiliate specified in the Purchase Contract as if such acts and omissions were those of the Supplier or Customer (as applicable) directly.	15. Shortages and Exchanges	
13.3	Except as otherwise provided by this Agreement, or as contained in any express warranty provided in relation to the goods, and to the maximum extent permitted by Applicable Laws, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or any contractual remedy for their failure and all such liability is excluded to the fullest extent permitted by law.	15.1	Subject to each of Clause 15.2 and 15.4, the Supplier will not be liable for any shortages, damage or non-compliance with the specifications in the Agreement unless the Customer notifies the Supplier with full detail and a description of the non-compliance within 10 Business Days of delivery of the Goods, failing which the Customer is deemed to have accepted the Goods.
13.4	Nothing in this Agreement restricts, limits or modifies the Customer's rights or remedies against the Supplier for failure of a statutory guarantee under Applicable Laws (including under the ACL, where the Customer is a Consumer).	15.2	When any shortages, claim for damaged goods or non-compliance with the Agreement's specifications is accepted by the Supplier in its reasonable discretion, the Supplier may, at its option, replace the Goods, or refund the price of the Goods.
13.5	Subject always to Clause 13.7, to the maximum extent permitted by Applicable Laws, if the Customer on-supplies the Goods to a Consumer the Supplier's liability in relation to the Goods will, be limited to the lesser of the cost of the consumer replacing the Goods, obtaining equivalent Goods or having the Goods repaired and:	15.3	Unless otherwise required by Applicable Laws, the Supplier will not, under any circumstances, accept Goods for return that;
	(a) if the goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of the Supplier's liability to the Customer;		(a) have been specifically produced, imported or acquired in order to comply with the Customer's bespoke specifications, as set out in the Purchase Contract;
	(b) if the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, payment of any		(b) are discontinued Goods or Goods that are no longer stocked by the Supplier;
			(c) have been altered in any way;
			(d) have been used; or
			(e) are not in their original condition and packaging.
		15.4	If the Customer is a Consumer, nothing in this clause 15 limits any remedy available for a failure of the guarantees in sections 56 and 57 of the ACL.
		16. Force Majeure	
		16.1	To the extent permitted by Applicable Laws, the Supplier is not liable in any way howsoever arising under the Agreement to the extent that it is prevented from acting by events beyond its reasonable control including, without limitation, industrial disputes, strikes, lockouts, accident, breakdown,

- import or export restrictions, acts of God, acts or threats of terrorism or war (each a **Force Majeure Event**).
- 16.2 If a Force Majeure Event occurs:
- (a) the Supplier may suspend or terminate the Agreement by written notice to the Customer; and
 - (b) the Supplier must refund to the Customer any amount paid for Goods that the Supplier is unable to make available for delivery to the Customer as a direct result of the Force Majeure Event. The Supplier is not liable to refund any amount for Goods already dispatched for delivery to the Customer.
- 17. Confidentiality**
- 17.1 A party (**Recipient**) that receives Confidential Information from the other party (**Discloser**) must maintain confidentiality in relation to the Confidential Information of the other party and must:
- (a) not divulge the Discloser's Confidential Information to any third party (except as specified in clause 17.2);
 - (b) not use or exploit the Confidential Information of the Discloser;
 - (c) not make any copies or reproductions, or computerise, document or duplicate, any part of the Discloser's Confidential Information; and
 - (d) not make any improvements or modifications to the Discloser's Confidential Information,
- without the prior written approval of the Discloser.
- 17.2 A Recipient must not disclose any of the Discloser's Confidential Information to a third party except:
- (a) on a need to know basis to the Recipient's personnel or consultants for the purposes of this Agreement;
 - (b) if required by Applicable Law; or
 - (c) where the Recipient has obtained the Discloser's prior written consent to such disclosure.
- 17.3 The Recipient must, immediately upon the Discloser's request, return to the Discloser or destroy any and all of the Discloser's Confidential Information in the Recipient's possession.
- 18. Dispute Resolution**
- 18.1 Without limiting a party's right to terminate under clause 14, if a dispute arises between the parties concerning these Terms (**Dispute**), the parties may not commence any court proceedings unless it has complied with this clause 18, except where a party seeks urgent interlocutory relief.
- 18.2 A party claiming a dispute has arisen must first serve written notice of the Dispute on the other party specifying the nature of the dispute (**Dispute Notice**).
- 18.3 Within a reasonable period following receipt of a Dispute Notice, the parties' chief executive officers or appointed senior management representatives will endeavour in good faith to resolve the Dispute by negotiation.
- 18.4 If the parties cannot resolve the Dispute by negotiation in accordance with clause 18.3 within 30 days from the date of service of the Dispute Notice, or such other period as agreed between the parties in writing, either party may submit the Dispute for arbitration under the jurisdiction of a competent dispute resolution institute, with such proceedings to be:
- (a) conducted by one arbitrator appointed by the parties or, failing agreement on an arbitrator by the parties, appointed pursuant to the Rules;
 - (b) held in Melbourne, Victoria, Australia, unless the Purchase Contract otherwise specifies a jurisdiction for dispute resolution (**Dispute Resolution Jurisdiction**); and
 - (c) conducted in the English language.
- 18.5 Despite the existence of a Dispute, each party must continue to perform its obligations under these Terms.
- 19. Miscellaneous**
- 19.1 These Terms and any Dispute are governed by the laws of Victoria, Australia. The terms of the relevant Purchase Contract will be governed by the laws of the Dispute Resolution Jurisdiction. For the determination of any matter, including any (contractual and non-contractual) Dispute, the parties submit to the exclusive jurisdiction of the courts of Victoria, Australia and of courts entitled to hear appeals from those Courts, excluding any conflict of laws principles under a Purchase Contract that might otherwise refer construction or interpretation of this Agreement to the substantive law of the Dispute Resolution Jurisdiction or another jurisdiction.
- 19.2 The Supplier's failure to enforce any of these Terms shall not be construed as a waiver of any of the Supplier's rights or remedies.
- 19.3 If a clause is invalid or unenforceable in a relevant jurisdiction, it must be read down to be enforceable or, if it cannot be read down, the term must be severed for that jurisdiction, without affecting the enforceability of the remaining terms of the Agreement.
- 19.4 Any variation to the Agreement must be effected by a written document executed by the parties.
- 19.5 A notice must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission.
- 19.6 Each party must comply at all times with all Applicable Laws including all applicable Privacy Laws in connection with the handling of any personal information.
- 19.7 Clauses 1, 7, 9, 10, 13, 14, 15, 17, 18 and 19 survive termination of this Agreement.
- 19.8 Nothing in this Agreement transfers or assigns any ownership, right or title in or to the Supplier's Intellectual Property Rights subsisting in the Goods and related documentation or otherwise.