

1. Definitions

- 1.1 "Blindworks" means Blindworks Limited, its successors and assigns or any person acting on behalf of and with the authority of Blindworks Limited.
- 1.2 "Customer" means the person/s or any person acting on behalf of and with the authority of the Customer requesting Blindworks 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 part of a Trust, shall be bound in their capacity as a trustee; and
 - (c) includes the Customer's executors, administrators, successors and permitted assigns.
- 1.3 "Goods" means all Goods or Services supplied by Blindworks 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).
- 1.4 "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between Blind works and the Customer in accordance with clause 5 below.

2. Acceptance

- 2.1 The Customer is taken to have exclusively accepted and is 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 These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or contract between the Customer and Blindworks.
- 2.3 Any advice, recommendation, information, assistance or service provided by Blindworks in relation to Goods or Services supplied is given in good faith and shall be accepted without liability on the part of Blindworks and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods or Services.
- 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 Blindworks and it has been approved with a credit limit established for the account.
- 2.5 In the event that the supply of Goods request exceeds the Customers credit limit and/or the account exceeds the payment terms, Blind works reserves the right to refuse delivery.
- 2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Errors and Omissions

- 3.1 The Customer acknowledges and accepts that Blindworks shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
 - (a) resulting from an inadvertent mistake made by Blindworks in the formation and/or administration of this contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Blindworks in respect of the Services.
- 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of Blindworks; the Customer shall not be entitled to treat this contract as repudiated nor render it invalid.

4. Change in Control

- 4.1 The Customer shall give Blindworks not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees or business practice). The Customer shall be liable for any loss incurred by Blindworks as a result of the Customer's failure to comply with this clause.

5. Price and Payment

- 5.1 At Blindworks' sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by Blindworks to the Customer; or
 - (b) the Price as at the date of delivery of the Goods according to Blindworks' current price list; or
 - (c) Blindworks' quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 5.2 Blindworks reserves the right to change the Price if a variation to Blindworks' quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to inaccurate measurements provided by the Customer or as a result of increases to Blind works in the cost of materials and labour) will be charged for on the basis of Blindworks' quotation, and will be detailed in writing, and shown as variations on Blindworks' invoice. The Customer shall be required to respond to any variation submitted by Blindworks within ten (10) working days. Failure to do so will entitle Blindworks 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.
- 5.3 At Blindworks' sole discretion a non-refundable deposit may be required.
- 5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by Blindworks, which may be:
 - (a) on delivery of the Goods;
 - (b) before delivery of the Goods;
 - (c) by way of instalments/progress payments in accordance with Blindworks' payment schedule;
 - (d) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Blindworks.
- 5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, Bartercard, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and Blindworks.

- 5.6 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 Blindworks nor to withhold payment of any invoice because part of that invoice is in dispute.
- 5.7 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Blindworks an amount equal to any GST Blindworks must pay for any supply by Blindworks under this or any other contract 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. Delivery of Goods

- 6.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:
- (a) the Customer or the Customer's nominated carrier takes possession of the Goods at Blindworks' address; or
 - (b) Blindworks (or Blindworks' nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
- 6.2 At Blindworks' sole discretion the cost of delivery is either included in the Price or is in addition to the Price.
- 6.3 Blindworks 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.
- 6.4 Any time specified by Blindworks for delivery of the Goods is an estimate only and Blindworks will not be liable for any loss or damage incurred by the Customer as a result 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. In the event that Blindworks is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then Blindworks shall be entitled to charge a reasonable fee for redelivery and/or storage.

7. Risk

- 7.1 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.
- 7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Blindworks is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Blindworks is sufficient evidence of Blindworks' rights to receive the insurance proceeds without the need for any person dealing with Blindworks to make further enquiries.
- 7.3 If the Customer requests Blindworks to leave Goods outside Blindworks' premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.
- 7.4 In the event the Customer supplies information relating to measurements and quantities of Goods required in completing the Services, it shall be the Customer's responsibility to verify the accuracy of the measurements and quantities, before the Customer or Blindworks places an order based on these measurements and quantities. Blindworks accepts no responsibility for any loss, damages, or costs however resulting from the Customer's failure to comply with this clause.
- 7.5 The Customer warrants that the structure of the premises or equipment in or upon which the Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and Blindworks shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising should the premises or equipment be unable to accommodate the installation.
- 7.6 The Customer acknowledges and understands that it is Blindworks' practice to install child safety cord tensioners in all jobs. It shall be the Customer's responsibility to consult body corporate rules and regulations as to how the blinds are to be installed, and to advise Blindworks, in writing, if child safety cord tensioners are NOT allowed to be installed into the window frames. Blindworks accepts no liability should the body corporate rules be breached as a result of the Customer's lack of consultation with the body corporate and/or building owner.
- 7.7 Blindworks is only responsible for parts that are replaced/supplied by Blindworks and does not at any stage accept any liability in respect of components supplied by any other third party that subsequently fail and are found to be the source of the failure, the Customer agrees to indemnify Blindworks against any loss or damage to the Goods, or caused thereby, or any part thereof howsoever arising.
- 7.8 Timber is a natural product and as such colour, shade tone, markings, and veining may vary from samples provided. Whilst Blindworks will make every effort to match sales samples to the finished Goods, Blindworks accepts no liability whatsoever where the samples differ to the finished Goods.
- 7.9 The Customer acknowledges that variations of colour and shade are inherent in fabric dye lots. While every effort will be taken by Blindworks to match colour and shade of the Goods, Blindworks shall not be liable for any loss, damage or costs, howsoever arising resulting from any variation in colour and shading between batches of the Goods or sale samples and the final Goods supplied.
- 7.10 The Customer acknowledges that Goods supplied may:
- (a) exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time; and
 - (b) expand, contract or distort as a result of exposure to heat, cold, weather; and
 - (c) mark or stain if exposed to certain substances; and
 - (d) be damaged or disfigured by impact or scratching.

8. Access

- 8.1 The Customer shall ensure that Blindworks has clear and free access to the site at all times to enable them to undertake the Services. Blindworks shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Blindworks.

9. Title

- 9.1 Blindworks and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid Blindworks all amounts owing to Blindworks; and
 - (b) the Customer has met all of its other obligations to Blindworks.
- 9.2 Receipt by Blindworks 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.

- 9.3 It is further agreed that until ownership of the Goods passes to the Customer in accordance with clause 9.1:
- (a) the Customer is only a bailee of the Goods and must return the Goods to Blindworks on request;
 - (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for Blindworks and must pay to Blindworks the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
 - (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Blindworks and must pay or deliver the proceeds to Blindworks on demand;
 - (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Blindworks and must sell, dispose of or return the resulting product to Blindworks as it so directs;
 - (e) the Customer irrevocably authorises Blindworks to enter any premises where Blindworks believes the Goods are kept and recover possession of the Goods;
 - (f) Blindworks may recover possession of any Goods in transit whether or not delivery has occurred;
 - (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Blindworks;
 - (h) Blindworks may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

10. Personal Property Securities Act 1999 ("PPSA")

- 10.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - (b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Customer to Blindworks for Services – that have previously been supplied and that will be supplied in the future by Blindworks to the Customer.
- 10.2 The Customer undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Blindworks may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, Blindworks for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
 - (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Blindworks; and
 - (d) immediately advise Blindworks of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 10.3 Blindworks and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 10.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 10.5 Unless otherwise agreed to in writing by Blindworks, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 10.6 The Customer shall unconditionally ratify any actions taken by Blindworks under clauses 10.1 to 10.5.

11. Security and Charge

- 11.1 In consideration of Blindworks agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 11.2 The Customer indemnifies Blindworks from and against all Blindworks' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Blindworks' rights under this clause.
- 11.3 The Customer irrevocably appoints Blindworks and each director of Blindworks as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Customer's behalf.

12. Defects

- 12.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify Blindworks of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Blindworks an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Blindworks has agreed in writing that the Customer is entitled to reject, Blindworks' liability is limited to either (at Blindworks' discretion) replacing the Goods or repairing the Goods.
- 12.2 Goods will not be accepted for return other than in accordance with 12.1 above, and provided that:
- (a) Blindworks has agreed in writing to accept the return of the Goods; and
 - (b) the Goods are returned at the Customer's cost within seven (7) days of the delivery date; and
 - (c) Blindworks will not be liable for Goods which have not been stored or used in a proper manner; and
 - (d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 12.3 Blindworks will not accept the return of Goods for credit.
- 12.4 Subject to clause 12.1, non-stocklist items or Goods made to the Customer's specifications are not acceptable for credit or return.

13. Warranty

- 13.1 Subject to the conditions of warranty set out in clause 13.2 Blindworks warrants that if any defect in any workmanship of Blindworks becomes apparent and is reported to Blindworks within seven (7) years of the date of delivery (time being of the essence) then Blindworks will either (at Blindworks' sole discretion) replace or remedy the workmanship.
- 13.2 The conditions applicable to the warranty given by clause 13.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Customer to properly maintain any Goods; or
 - (ii) failure on the part of the Customer to follow any instructions or guidelines provided by Blindworks; or
 - (iii) any use of any Goods otherwise than for any application specified on a quote or order form; or
 - (iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (v) fair wear and tear, any accident or act of God.
 - (b) the warranty shall cease and Blindworks shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Blindworks' consent.
 - (c) in respect of all claims Blindworks shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.
- 13.3 For Goods not manufactured by Blindworks, the warranty shall be the current warranty provided by the manufacturer of the Goods. Blindworks shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

14. Consumer Guarantees Act 1993

- 14.1 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by Blindworks to the Customer.

15. Intellectual Property

- 15.1 Where Blindworks has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Blindworks. Under no circumstances may such designs, drawings and documents be used without the express written approval of Blindworks.
- 15.2 The Customer warrants that all designs, specifications or instructions given to Blindworks will not cause Blindworks to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Blindworks against any action taken by a third party against Blindworks in respect of any such infringement.
- 15.3 The Customer agrees that Blindworks may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Blindworks has created for the Customer.

16. Default and Consequences of Default

- 16.1 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 Blindworks' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 16.2 If the Customer owes Blindworks any money the Customer shall indemnify Blindworks from and against all costs and disbursements incurred by Blindworks in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Blindworks' collection agency costs, and bank dishonour fees).
- 16.3 Further to any other rights or remedies Blindworks may have under this contract, if a Customer has made payment to Blindworks, 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 Blindworks under this clause 16 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.
- 16.4 Without prejudice to Blindworks' other remedies at law Blindworks shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Blindworks shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Blindworks becomes overdue, or in Blindworks' opinion the Customer will be unable to make a payment when it falls due;
 - (b) the Customer has exceeded any applicable credit limit provided by Blindworks;
 - (c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

17. Cancellation

- 17.1 Without prejudice to any other remedies Blindworks may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Blindworks may suspend or terminate the supply of Goods to the Customer. Blindworks will not be liable to the Customer for any loss or damage the Customer suffers because Blindworks has exercised its rights under this clause.
- 17.2 Blindworks may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Blindworks shall repay to the Customer any money paid by the Customer for the Goods. Blindworks shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 17.3 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Blindworks as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 17.4 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

18. Privacy Act 1993

- 18.1 The Customer authorises Blindworks or Blindworks' agent to:
- (a) access, collect, retain and use any information about the Customer;
 - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Customer.
 - (b) disclose information about the Customer, whether collected by Blindworks from the Customer directly or obtained by Blindworks from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 18.2 Where the Customer is an individual the authorities under clause 18.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 18.3 The Customer shall have the right to request Blindworks for a copy of the information about the Customer retained by Blindworks and the right to request Blindworks to correct any incorrect information about the Customer held by Blindworks.

19. Service of Notices

- 19.1 Any written notice given under this contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this contract;
 - (c) by sending it by registered post to the address of the other party as stated in this contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
 - (e) if sent by email to the other party's last known email address.
- 19.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

20. Trusts

- 20.1 If the Customer at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Blindworks may have notice of the Trust, the Customer covenants with Blindworks as follows:
- (a) the contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
 - (b) the Customer has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.
 - (c) the Customer will not without consent in writing of Blindworks (Blindworks will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Customer as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.

21. Dispute Resolution

- 21.1 All disputes and differences between the Customer and Blindworks touching and concerning this agreement shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.

22. General

- 22.1 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 the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 22.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 22.3 Blindworks shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Blindworks of these terms and conditions (alternatively Blindworks' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 22.4 Blindworks may licence and/or assign all or any part of its rights and/or obligations under this contract without the Customer's consent.
- 22.5 The Customer cannot licence or assign without the written approval of Blindworks.
- 22.6 Blindworks may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Blindworks' sub-contractors without the authority of Blindworks.
- 22.7 The Customer agrees that Blindworks may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Blindworks to provide Goods to the Customer.
- 22.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 22.9 Both parties warrant that they have the power to enter into 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.