Wentworth Distributors Aus Pty Limited – Terms & Conditions of Trade

- Definitions "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this 1.
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- Contract means the terms and contained mean, being updated with any ducatadity offst, movice or other document or amendments expressed to be supplemential to the 9.4 WDAPL' means Wentworth Distributors Aus Pty Limited, its successors and assigns or any person acting on behalf of and with the authority of Ventworth Distributors Aus Pty Limited, Client' means the person's, entities or any person acting on behalf of and with the authority of the Client requesting WDAPL to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and. (a) if the Service than one chains the strength of and severally, and (b) if the Client's particular is an effective to each Client, littly and severally, and (c) if the Client's part of a Trust, shall be bound in their capacity as a trustee; and (c) includes the Client's exercises, supplied by WDAPL to the Client at the Client's request from time to time (where the context log permits the terms Good's or Services shall 10.3 be interchangeable for the other). To measure torm information, know-how, trade sectad, lender party intellectual property, operational information, know-how, trade sectad, lender on such as name, address, D.O.B, occupation, driver's license details, electronic contact (email, Fagebook or Vitter details), previous credit applications, credit history) and priong "Domine" measures small files which are stored on a use's commuter. They are designed to the contacts, client contact, and and contacts client and prior contact (email, Fagebook or Vitter details), previous credit applications, credit history) and priong "Cootles" means small files which are stored on a use's commuter. They are designed to the store there doels and the area used to an use's commuter. They are designed to the store there the store and and and contact. The store the other of the and the store of the story) and priong "Cootles" means small files which are stored on a use's commuter. They are designed to the store the the store
- information (where applicable), previous credit applications, credit nistory) and pricing (deals, Cooking sensing files which are stored on a user's compared. They are designed to thick and a sensing files which are stored on a user's compared. They are designed to the advection of the compared information people to a particular client of the advection of the compared of the client's compared in the theory of the client's compared in the Client does not wish to allow Cookies to operate in the background when using WDAPL's website, then the Client shall have the right to enable / disable for the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquires via the website. Price manys the Price payable (blue and have with disable blow) for the Goods as agreed "SST means Coods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999' (Ch). 1.6
- 1.7 1.8
- and Services 1 ax AL 13-5 (500). Acceptance The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts Délivery **2.** 2.1
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- ACCEptrance
 The Client is taken to have exclusively accepted and is immediately bound, jointly and soft by disease terms and conditions' the Client places an order for accepts Delivery of the client places an order for accepts Delivery and the terms and conditions of this Contract and any 11. other prior document or schedule that the parties have entered into, the terms of this 11.1 Contract shall prevail.
 Any amendment to the terms and conditions on taken the parties into a conditions of this Contract and any 11. other prior document or schedule that the parties have entered into, the terms of this 11.1 Contract shall prevail.
 Any amendment to the terms and conditions contained in this Contract may only be 11.2 amended in writing by the consent of both parties.
 The Client acknowledges that: "Conditions contained with a codd limit established for the account exceeds the payment terms, WDAPL reserves the right to refuse Delivery; and (c) the supply of Goods for accepted order may be subject to prior confirmation and agring the Client suffers on the client schemes the signification of the client schemes the right to refuse Delivery; and (c) the supply of Goods for accepted order may be subject to prior confirmation and agring the Client suffers due to WDAPL exercising its rights under this clause.
 (d) Manuel to both parties, and
 (d) Amanuel Suffers due to WDAPL that all Services until such time as WDAPL and the Client actionweighes and accepted by element the clause.
 (e) Learning the Suffers due to WDAPL exercising its rights under this clause.
 Electronic Signatures shall be deemed to be accepted by element the due to the parties and accepted that WDAPL in the Client accepted not entered the resulting from an inadivertent mistake made by WDAPL in the formation and/or administration of this Contract, and/or (b) WDAPL in the negligence aclicable divergence and/or writigh and/or due signatures shall b
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- attributate is the negligible and/or with this childred in WDAPL, the Chilent shall not be childred in the chil 52
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- (a) on Delivery of the source,
 (b) before Delivery of the Goods;
 (c) by way of instalments/progress payments in accordance with WDAPL's payment
 schedule;
 (d) Client's address or address for notices;
 (e) the date specified on any invoice or other form as being the date for payment or
 (f) failing any notice to the contrary, the date which is seven (7) days following the date of
 any invoice given to the Client by WDAPL;
 Payment may be made by electronic/on-line banking; credit card (a surcharge may apply
 per transaction, or by any other method as agreed to between the Client any WDAPL
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- es that into you opposite an angle of the food state of the food of the food of the food of the Goods were ("Delivery") of the Goods is taken to occur at the time that, the Client or the Client's nominated carrier takes possession of the Goods at WDAPL's
- (a) the Client or the Client's nominated carrier takes possession or the Guous at wurk-t_s address; whyAPL (or WhAPL) for WhAPL (or WhAPL) are mainted carrier takes possession to the Client's nominated AWDAPL (or WhAPL) (or WhAP 6.2 6.3 6.4
- The Client half ensure that WDAPL has clear and free access at all times to enable them to 13.10 deliver the Goods WDAPL 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 WDAPL. **Goods On Consignment** Where Goods are supplied on consignment the following provisions apply specifically to 13.12 65
- 7. 7.1 tho (a)
- those Goods: (a) the Goods shall be at the Client's risk from the time of delivery and the Client shall be 14. responsible for insuring the Goods. (b) the Client may retain possession of the Goods until the Client sells them or WDAPL requires re-delivery of them to WDAPL, whichever first occurs. (f) WDAPL requires re-delivery of the Goods such re-delivery shall be at the Client's 14.2
 - 14.2
 - cost.
 (d) the Client shall notify WDAPL on a fortnightly basis of all consignment Goods sold during that fortnightly period and shall within seven (7) days of that fortnightly advice pay WDAPL for the Goods sold.
- during that fortnightly period and shall within seven (7) days of that fortnightly advice pay WDAP. For the Goods sold.
 Product Specifications
 14.3
 The Client adxionwiedges that:

 (a) all descriptive specifications, drawings, data, dimensions, ratings and weights stated in WDAPLs or the manufacturer's fact sheets, price lists or advertising methanisms, are approximate only and are given by way of derification only. The Client 15.1 constitute a sale by description, and does not form part of the Contrad, unless expressly stated as such in writing by WDAPL.
 (b) while WDAPL may have provided information or figures to the Client regarding the 15.2 performance of the Goods, the Client acknowledges that WDAPL has given these in good faith, and are estimates based on industry prescribed estimates.
 The Client shall be responsible for ensuring that the Goods ordered are suitable for their tighted use.

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Please note that a larger print version of these terms and conditions is available from WDAPL on request.

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- The Citerit stem of Boyonast and the Citerit stem of Boyonast and the Citerit stem of Boyonast and Strange to a close of the Goods passes to the Citerit on Delivery and the Citerit must finance the Goods on or before Delivery. If any of the Goods are damaged or destroyed following Delivery but prior to ownership gassing to the Citerit, WDAPL is sentified to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by WDAPL is sufficient evidence of WDAPL's institut to receive the insurance proceeds without the need for any person dealing with WDAPL to make further enquires. 9.2 15.4

- If the Client requests WDAPL to leave Goods outside WDAPL's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk. The Client acknowledges that Goods supplied may exhibit slight variations of colour, shade and brightness within tolerances specified by the manufacturer. While every effort will be taken by WDAPL to minimise such variations, WDAPL shall not be liable in any way whatsoever, where such variations occur between batches of product or sale samples and the final product supplied.

- (b)
- The Client is only a ballee or the Course and inter-request. the Client holds the benefit of the Client's insurance of the Goods on trust for WDAPL and must pay to WDAPL the proceeds of any insurance in the event of the Goods 16.3 being lost, damaged or destroyed; and house pay the client of the Goods other interval. being lost, damaged or destroyed; the Client must not sell, dispose, or otherwise part with possession of the Goods other then in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for WDAPL and must pay or deliver the proceeds to WDAPL on (c)
- **17.** 17.1 (d)
- demand; the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of WDAPL and must sell, dispose of or return the resulting product to WDAPL and the direct for the theory of the direct of the theory of the direct of the theory of the direct of
- Definition of Work Lans under Son, weeken and the stress of the stress of the stress where WDAPL to enter any premises where WDAPL believes the Goods are kept and recover possession of the Goods; WDAPL may recover possession of any Goods in transit whether or not Delivery has (f)
- the Client 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 WDAPI
- (g) the Client 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 WDAPL; (h) WDAPL may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client. **Personal Property Securities Act 2009 ("PPSA")** In this dause financing statement, financing charge statement, security agreement, and 17.2 security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions in writing the Client acknowledges and suprest provided on of the Client to WDAPL to Service trait have previously been supplied and that will be supplied in the turure by WDAPL to the Client. The Client Understess by.

- Client unar will be supplied in the future by WDAPL to the Client Client undertakes to: promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which WDAPL may register a financing statement or financing change statement in relation to a sourchy interest on the Personal Property Securities Register (ii) register a statement register to be registered by the PPSA, or (iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(i); indemntity, and upon demand reimburse, WDAPL for all expenses incurred in registering a financing statement or financing change statement in relation to a thereby, were a financing statement or PPSA or releasing any Goods changed thereby, were a financing change statement in respect of a county to the personal property Securities Register explained by the personal property Securities and statement on the personal thereby, were a financing change statement in respect of a county to the personal property Securities Register explained by the personal property for the personal thereby. (b)
- thereby, on register a financing change statement in respect of a security interest without the prior written consent of WDAPL; on register, or permit to be registered, a financing statement or a financing change 17.4 statement in relation to the Goods and/or collateral (account) in favour of a find party without the prior written consent of WDAPL; immediately physics WDAPL of any materia change in its business practices of state states, estimation would result in a change in the fishure of proceeds derived from such states. (c) (d)
- (e)
- WDAPL and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Client waves their ngits to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA to receive notices under sections 142 and 143 of 17.6 Unless otherwise agreed to in writing by WDAPL, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Client must unconditionally ratify any actions taken by WDAPL under clauses 11.3 to 17.7 115.

- Subject to any express provisions to the contrary (including those contained in this clause set 11), noting in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PFSA.
 Security and Charge In consideration of WDAPL agreeing to supply the Goods, the Client charges all of its rights, title and interset (whether joint or several) in any land, really or other assets capable of being charged, owned by the Client effect no or in the future, to secure the performance to the person of any other the setters and conditions (including, but not limited to the person of any other assets capable of being closes of a solicitor and own client basis incurred in exercising WDAPL from all necessary acts to give effect to the provisions of this clause.
 The Client indemnifies WDAPL that can all each director of WDAPL as the Client's true and lawful altorney's to perform all necessary acts to give effect to the provisions of this clause.
 The Client mattines and Returns. Competition and Consumer Act 2010 (CCA)
 The Client must inspect the Goods on Delivery and must within thirty (30) days of Delivery notify WDAPL in writing of any solicity of possible after any such defect becomes evident. Upon such provisions and the statutory and and the these rights and warranties in Including. Whotal limitation the statutory and the CCA) may be implied into these terms and conditions (Non-1 Excluded Claurantees.
 WDAPL asknowledges that nothing in these terms and conditions purports to modify on exclude the CCA) may be implied into the clause the permitted by law.
 WDAPL asknowledges that nothing in these terms and conditions or the CCA). WDAPL as a consumer within the meaning of the CCA, WDAPL is liability is limited to the quality or submet of the Clouds.
 WDAPL asknowledges that nothing in these terms and conditions purports to modify on yourd the constance to the CCA. WDAPL is liability i

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- (c) Sub
- Course, otherwise negated absolutely, ext to this clause 13, claums that provisions of clause 13.1, and WDAPL has agreed that the Goods are defective, and WDAPL has agreed that the Goods are defective, and the Goods are jeturned within a reasonable time at the Client's cost (if that cost is not
- significant); and the Goods are returned in as close a condition to that in which they were delivered as is (d)
- possible.
 Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, WDAPL shall not be liable for any detect or damage which may be caused or partly caused by or arise as a result of:

 (a) the Client tilling to properly maintain or store any Gods;
 (b) the Client using the Godds for any purpose other than that for which they were detected and the client using the Godds for any purpose other than that for which they were

- (a) the Client laining to properly maintain or store any Goods.
 (b) the Client using the Goods for any purpose other than that for which they were designed.
 (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user.
 (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user.
 (e) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user.
 (e) far were rain ther any account on any of Collients provided by WDAPL;
 (e) far were rain ther any account on a defective Goods for return in which case 20.
 WDAPL may in its absolute discretion accept non-defective Goods for return in which case 20.
 WDAPL may in this absolute discretion accept non-defective Goods for defect by a law to accept a return from WDAPL.
 (b) the Client approval of the particulations imposed by that law.
 (c) the Client approval of the approximation of the client, then the copyright in any designs and drawings and documents be used without the express written approval of WDAPL.
 (f) the Client approximation to appendic thor client or the purposed of WDAPL. Under no 20.3 crounstances may such designs, drawings and documents be used without the express written approval of WDAPL.
 (f) the Client appression the approximation of the Client approximation the approximation of any such inframement.
 The Client agrees that WDAPL may (at no cost) use for the purposed or marketing or entry 20.5 created for the Client.
 (f) the dilet appression such interests of all approximations and approximation and comparents are access due for the client approximation appr

- (and at WDAPL's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes WDAPL any money the Client shall indemnify WDAPL from and against all costs and disbursements incurred by WDAPL in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, 20.8 WDAPL's contract default fee, and bank dishcronuc fees). Further to any other rights or remedies WDAPL may have under this Contract, if a Client has made payment to WDAPL, and the transaction is subsequently reversed; the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by WDAPL under this daues 15 where I can be proven that such reversal is found to be liegal, tradulent or in contravention to the Client's obligations under this Contract. Without prejucte by WDAPL's other remedies all wy WDAPL shall be entitled to cancet all or any part of any order of the Client which remains unfulfield and all amounts owing to WDAPL shall whether or not due for payment, become immediately payable it.

Page 1 of 1

- any money payable to WDAPL becomes overdue, or in WDAPL's opinion the Client will be unable to make a payment when it falls due; the Client has exceeded any applicable credit limit provided by WDAPL; the Client becomes insolvent, convenes a meeting with its creditors or proposes or enterits into an arrangement with receitors, or makes an assignment for the benefit of its (b) (c)
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- ¹ In respect of the Client br any asset of the Client. Cancellation Without prejudice to any other remedies WDAPL may have, if at any time the Client is in breach of any subgration (including those relating to payment) under these terms and the subgration (including those relating to payment) under these terms and include the client for any loss or damage the Client suffers because WDAPL has exercised its rights under this clause. WDAPL may cancel any contract to which these terms and conditions apply or cancel Beliver of Goods at any time before the Goods are delivered by gring written notice to the Client, to ngiving subor to be liable for a vice of vices or damage whicesever at sing from such cancellation. This has not be liable for any loss or damage whicesever at sing from
- tor the Goods. WUAPL shall have been as a single set of the Goods the Client shall be liable for any and and loss incurred (whether direct or indirect) by WDAPL as a direct result of the cancellation (including, but not limited to any loss of profits). Cancellation of orders for Goods made to the Client's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.
- Cancelladout of orders for Cab/ds made to the Client's specifications, or for non-stockist litems, will definitely not be accepted once production has commenced, or an order has been placed.
 Privacy Policy
 All emails, documents, images or other recorded information held or used by WDAPL is personal information, as defined and referred to in clause 17.3, and therefore considered Confidential Information. WDAPL accessible to the clause 17.4, and therefore considered Confidential Information. WDAPL accessible to the clause 17.4, and therefore considered Confidential Information. WDAPL accessible to the clause 17.4, and therefore considered Confidential Information. WDAPL accessible to the clause 17.4, and therefore and the Clause 17.4, and the clause 17.

- If the Clent consents in WDAPL's use of Cookes on WDAPL's website and later wishes to withdraw that consent, the Client may manage and contrit WDAPL's proved controls via the given exiting the site. The avectange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to assess the credit/worthiness of the Client including the Client's endors (c) to assess the credit/worthiness of the Client including the Client's repayment history in the preceding two (2) years. The Client digrees that WDAPL were analysing, verifying, and/or checking, the Client's credit providers and with related body worth of the credit providers of a default by the client's repayment history in the preceding two (2) years. The Client consents to WDAPL being given a consumer credit report to collect overdue analysing, verifying, and/or checking, the Client's credit, payment and/or status in relation to the provision of Goods and/or (c) processing of any payment instructions, direct debt facilities and/or credit facilities required to officient report. (d) to consumer coll report in the source and your of Goods and/or (e) processing of any payment instructions, direct debt facilities and/or credit facilities required to officient report. (e) allow the CRB to create or maintain a credit information file about the Client including credit history. (f) and the credit provider is a listense: (f) whether the credit provider is a listense (f) whether the credit provider is a listense. (f) whether the credit provider is a listense: (f) whether the credit provider is a listense. (f) whether the credit

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payments); information that, in the opinion of WDAPL, the Client has committed a serious credit

(g) paymetts: (g) paymetts: (g) paymetts: (g) paymetts: (h) advice that in the opinion of WDAPL, the Client has committed a serious credit information. (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty oblins; (S150). The Client shall have the right to request (by e-mail) from WDAPL: (a) a copy of the Personal Information about the Client related by WDAPL and the right to request that WDAPL correct any incorrect Personal Information; and (b) therefore the Personal Information about the Client for the therefore the Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to thill the obligations of this Contract or is required to be maintained and/or stored in accordance with the law. The Client can make a privacy complaint by contacting WDAPL via e-mail. WDAPL will respond to that complaint within seven (7) days of recipit and will take all reasonable steps complaint to the Information Commissioner at www.oaic.gov.au. Service of MOtices. Any written notice given under this Contract shall be deemed to have been given and received.

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 lacsimile 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 is ast known email address.

Shuwin, at uite title miler by the carry, the contract is acting in the drivered. If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ('Tust') then whether or not WDAPL may have notice of the trust, the Client covenants with WDAPL as follows: (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Tust and the trust fund. (b) the Client task till and complete power and acontry under the Trust to enter into the of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity crossing or commit any treach of thus or to be a party to any other acton which might prejudge that right of indemnity. (c) the Client will not vindous commit any treach of thus or to be a party to any other acton which might prejudge that right of indemnity. (c) the Client will not vindous consent in writing of WDAPL (WDAPL will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) any advancement or distribution of expital of the Trust; cor (iv) any advancement or distribution of expital of the Trust; cor (iv) any investitement of the trust property.

(ii) any alteration to or variation of the terms of the Turst; or
 (iii) any devancement of advibution of capital of the Turst; or
 (iii) any resettlement of the trust property.
 The failure by either party to enforce any provision of these terms and conditions shall be invalid, void, illegia or unefforceable the validity, existence, legality and enforceablity of the remaining provision of these terms and conditions shall be invalid, void, illegia or unefforceable the validity, existence, legality and enforceablity of the remaining provision of these terms and conditions shall be invalid, void, illegia or unefforceable the validity, existence, legality and enforceablity of the remaining provisions of these terms and conditions shall be invalid, void, illegia or unefforceable the validity, existence, legality and enforceablity of the remaining provisions of these terms and conditions shall be invalid. Void, illegia or unefforceable the validity, existence, legality what be over the U and of New South Wales in which WDAPL has its principal place of business, and are update to false to clause 13, WDAPL shall be under no liability whatsoever to the Client for any indired and/or consequential los and/or consequential los and/or assign all or any part of its rights and/or obligations (alternatively WDAPL may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client sciences of using and the Services Du Hand.
 WDAPL may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client sciences from the Service Su with an other elived from subsequent (bute Client assign without the written approval of WDAPL.
 WDAPL may lectore and/or assign all or any part of its rights and/or obligations under this contract without the Client sciences from the Client acceles and understands that they have no authority to give any instruction to any of WDAPL's subsequen

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Contract (if any), on receipt of confirmation of the transmission; if sent by email to the other party's last known email address, notice that is posted shall be deemed to have been served, unless the contrary is wn, at the time when by the ordinary course of post, the notice would have been