

1. Definitions

- 1.1 "LMH" means La Marzocco Australasia (LMA) LP T/A La Marzocco Home (LMH), its successors and assigns or any person acting on behalf of and with the authority of La Marzocco Australasia (LMA) LP T/A La Marzocco Home (LMH).
- 1.2 "Customer" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.
- 1.3 "Goods" means all Goods or Services supplied by LMH 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 for the Goods as agreed between LMH and the Customer in accordance with clause 4 below.
- 1.5 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this agreement, a party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, Customer information and pricing details.

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.
- 2.2 These terms and conditions may only be amended with both parties consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and LMH.
- 2.3 Where LMH gives advice, recommendations, information, assistance or service to the Customer, or the Customer's agent, regarding the Goods, it is given in good faith and LMH shall not be liable in any way whatsoever for any damages, losses or costs however arising resulting from the Customer relying on the same.
- 2.4 All Goods supplied by LMH shall be in accordance with the specifications or descriptions (if any) expressly listed or set out on the face of the quotation or order. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the order.
- 2.5 The Customer acknowledges and agrees that the placement and installation of all Goods supplied by LMH (and any associated LMH equipment) is within Australia only; sales outside the Australian market is prohibited.
- 2.6 These terms and conditions may be meant to be read in conjunction with LMH's Hire/Loan Form, and:
 - (a) where the context so permits, the terms 'Services' or 'Goods' shall include any supply of Equipment, as defined therein; and
 - (b) if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.

3. Change in Control

- 3.1 The Customer shall give LMH 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, or business practice). The Customer shall be liable for any loss incurred by LMH as a result of the Customer's failure to comply with this clause.

4. Price and Payment

- 4.1 At LMH's sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by LMH to the Customer; or
 - (b) the Price as at the date of Delivery according to LMH's current price list; or
 - (c) LMH's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 LMH reserves the right to change the Price if a variation to LMH's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to LMH in the cost of taxes, levies, materials and labour or where additional Goods are required due to the discovery of hidden or unidentifiable difficulties including, but not limited to, availability of stock, limitations to accessing the site, obscured machine defects, safety considerations, or prerequisite work by any third party not being completed, etc., which are only discovered on commencement of the Services) will be charged for on the basis of LMH's quotation and will be shown as variations on the invoice.
- 4.3 At LMH's sole discretion, a non-refundable deposit may be required.
- 4.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by LMH, which may be:
 - (a) before Delivery;
 - (b) the date specified on any invoice or other form as being the date for payment; or
 - (c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by LMH.
- 4.5 Payment may be made by electronic/on-line banking, credit card – Visa or MasterCard, or by any other method as agreed to between the Customer and LMH.
- 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to LMH an amount equal to any GST LMH must pay for any supply by LMH under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5. Delivery

- 5.1 Delivery of the Goods ("Delivery") is taken to occur at the time that:
 - (a) the Customer or the Customer's nominated carrier takes possession of the Goods at LMH's address; or
 - (b) LMH (or LMH's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
- 5.2 At LMH's sole discretion, the cost of Delivery is in addition to, the Price.

- 5.3 The Customer must take Delivery, by receipt or collection, whenever the Goods are tendered for Delivery. In the event that the Customer is unable to take Delivery as arranged then LMH shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 5.4 LMH 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.
- 5.5 Any time or date given by LMH to the Customer is an estimate only. The Customer must still accept Delivery even if late and LMH will not be liable for any loss or damage incurred by the Customer as a result of the Delivery being late.

6. On-Line Ordering

- 6.1 The Customer acknowledges and agrees that:
- (a) LMH does not guarantee the website's performance;
 - (b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of acceptance by LMH
 - (c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades;
 - (d) there are inherent hazards in electronic distribution, and as such LMH cannot warrant against delays or errors in transmitting data between the Customer and LMH including orders, and you agree that to the maximum extent permitted by law, LMH will not be liable for any losses which the Customer suffers as a result of online-ordering not being available or for delays or errors in transmitting orders;
 - (e) when making a transaction through the website, the Customer's information will pass through a secure server using SSL (secure sockets layer) encryption technology. The encryption process ensures that the Customer's information cannot be read by or altered by outside influences;
 - (f) if the Customer is not the cardholder for any credit card being used to pay for the Goods, LMH shall be entitled to reasonably assume that the Customer has received permission from the cardholder for use of the credit card for the transaction.
- 6.2 LMH reserves the right to terminate the Customer's order if it learns that you have provided false or misleading information, interfered with other users or the administration of LMH's business, or violated these terms and conditions.

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, LMH is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by LMH is sufficient evidence of LMH's rights to receive the insurance proceeds without the need for any person dealing with LMH to make further enquiries.
- 7.3 If the Customer requests LMH to leave Goods outside LMH's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.
- 7.4 LMH shall not be held responsible for any damage to the Goods or delays to delivery caused by outside agents. Where the Customer requests LMH to repair such damage then LMH reserves the right to charge the Customer for any costs incurred in rectifying such damage.
- 7.5 The Customer acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, LMH reserves the right to vary the Price with alternative Goods as per clause 4.2. LMH also reserves the right to halt Delivery until such time as LMH and the Customer agree to such changes.
- 7.6 Where LMH is required to install the Goods, the Customer warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto, and LMH shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the installation and work incidental thereto.
- 7.7 The Customer acknowledges that LMH is only responsible for parts that are replaced thereby, and that in the event that other parts/Goods, subsequently fail, the Customer agrees to indemnify LMH against any loss or damage to the Goods, or caused by the Goods, or any part thereof howsoever arising (including, but not limited to, loss of perishables, flooding and/or damage to materials).

8. Title

- 8.1 LMH and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid LMH all amounts owing to LMH; and
 - (b) the Customer has met all of its other obligations to LMH.
- 8.2 Receipt by LMH of any form of payment other than by electronic/on-line banking and/or credit card shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 8.3 It is further agreed that:
- (a) until ownership of the Goods passes to the Customer in accordance with clause 8.1 that the Customer is only a bailee of the Goods and must return the Goods to LMH on request.
 - (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for LMH and must pay to LMH 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 LMH and must pay or deliver the proceeds to LMH 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 LMH and must sell, dispose of or return the resulting product to LMH as it so directs.
 - (e) the Customer irrevocably authorises LMH to enter any premises where LMH believes the Goods are kept and recover possession of the Goods.
 - (f) LMH 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 LMH.
 - (h) LMH may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

9. Personal Property Securities Act 2009 (“PPSA”)

- 9.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 9.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by LMH to the Customer.
- 9.3 The Customer undertakes to:
- (a) 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 LMH may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 9.3(a)(i) or 9.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, LMH for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of LMH;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of LMH;
 - (e) immediately advise LMH 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.
- 9.4 LMH and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 9.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 9.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 9.7 Unless otherwise agreed to in writing by LMH, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 9.8 The Customer must unconditionally ratify any actions taken by LMH under clauses 9.3 to 9.5.
- 9.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

10. Security and Charge

- 10.1 In consideration of LMH 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).
- 10.2 The Customer indemnifies LMH from and against all LMH's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising LMH's rights under this clause.
- 10.3 The Customer irrevocably appoints LMH and each director of LMH as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Customer's behalf.

11. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 11.1 The Customer must inspect the Goods on delivery and must immediately notify LMH in writing of any evident/aesthetic defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow LMH to inspect the Goods.
- 11.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 11.3 LMH acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 11.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, LMH makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. LMH's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 11.5 If the Customer is a consumer within the meaning of the CCA, LMH's liability is limited to the extent permitted by section 64A of Schedule 2.
- 11.6 If LMH is required to replace the Goods under this clause or the CCA, but is unable to do so, LMH may refund any money the Customer has paid for the Goods.
- 11.7 If the Customer is not a consumer within the meaning of the CCA, LMH's liability for any defect or damage in the Goods is:
- (a) limited to the value of any express warranty or warranty card provided to the Customer by LMH at LMH's sole discretion;
 - (b) limited to any warranty to which LMH is entitled, if LMH did not manufacture the Goods;
 - (c) otherwise negated absolutely.
- 11.8 Subject to this clause 11, returns will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 11.1; and
 - (b) LMH has agreed that the Goods are defective; and
 - (c) the Goods are returned within fourteen (14) days at the Customer's cost (if that cost is not significant); and
 - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 11.9 Notwithstanding clauses 11.1 to 11.8 but subject to the CCA, LMH shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Customer failing to properly maintain or store any Goods;
 - (b) the Customer using the Goods for any purpose other than that for which they were designed;

- (c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) the Customer failing to follow any instructions or guidelines provided by LMH;
 - (e) fair wear and tear, any accident, or act of God.
- 11.10 In the case of second hand Goods, unless the Customer is a consumer under the CCA, the Customer acknowledges that it has had full opportunity to inspect the second hand Goods prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by LMH as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Customer acknowledges and agrees that LMH has agreed to provide the Customer with the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 11.10.
- 11.11 Notwithstanding anything contained in this clause if LMH is required by a law to accept a return then LMH will only accept a return on the conditions imposed by that law.

12. Intellectual Property

- 12.1 Where LMH has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of LMH.
- 12.2 The Customer warrants that all designs, specifications or instructions given to LMH will not cause LMH to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify LMH against any action taken by a third party against LMH in respect of any such infringement.
- 12.3 The Customer agrees that LMH may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which LMH has created for the Customer.
- 12.4 The Customer shall not be entitled to the use of any logos, marketing material or promotions associated with and/or owned by LMH without first obtaining the written consent of LMH.

13. Confidentiality

- 13.1 Subject to clause 13.2, each party agrees to treat as confidential the other party's Confidential Information, and agree to:
- (a) not disclose or use the Confidential Information, except in accordance with this agreement;
 - (b) keep the Confidential Information (and any material containing or relating to any Confidential Information) secure;
 - (c) ensure that there is no unauthorised disclosure or use of the Confidential Information.
- 13.2 However, Confidential Information:
- (a) can be disclosed to the extent reasonably necessary to allow an employee, officer or adviser to carry out their duties to the other party (provided that the person agrees to use the Confidential Information for no other purpose), if required by law, or to enforce their rights under this agreement or defend a claim made against them in connection with this agreement; and
 - (b) excludes information:
 - (i) generally available in the public domain (without unauthorised disclosure under this agreement);
 - (ii) received from a third party entitled to disclose it;
 - (iii) that is independently developed.
- 13.3 Either party must promptly return or destroy all Confidential Information of the other party in its possession or control at the other party's request unless required by law to retain it.

14. On-Sellers

- 14.1 Any authorised on-sellers of LMH:
- (a) will ensure that any sales of the Goods are for the Australian market only;
 - (b) are solely responsible for the:
 - (i) adherence, education and communication of LMH's terms and conditions to any purchasers of the Goods;
 - (ii) management of the proper installation and servicing of the Goods, and any warranty claims.

15. Default and Consequences of Default

- 15.1 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 LMH's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 15.2 If the Customer owes LMH any money the Customer shall indemnify LMH from and against all costs and disbursements incurred by LMH in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, LMH's contract default fee, and bank dishonour fees).
- 15.3 Further to any other rights or remedies LMH may have under this contract, if a Customer has made payment to LMH, 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 LMH under this clause 15 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this agreement.
- 15.4 Without prejudice to any other remedies LMH may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions LMH may suspend or terminate the supply of Goods to the Customer. LMH will not be liable to the Customer for any loss or damage the Customer suffers because LMH has exercised its rights under this clause.
- 15.5 Without prejudice to LMH's other remedies at law LMH shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to LMH shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to LMH becomes overdue, or in LMH's 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 LMH;
 - (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.

16. Cancellation

16.1 LMH 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 LMH shall repay to the Customer any money paid by the Customer for the Goods. LMH shall not be liable for any loss or damage whatsoever arising from such cancellation.

16.2 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 LMH as a direct result of the cancellation (including, but not limited to, any loss of profits).

17. Termination

17.1 LMH may terminate this agreement on written notice where:

(a) the Customer has materially breached this agreement as it relates to the Goods and, if that breach is capable of remedy, has failed to remedy the breach within twenty (20) business days of receipt of written notice from the non-defaulting party requiring the breach to be remedied; or

(b) the other party suffers an insolvency event, where an administrator, liquidator, receiver, manager and receiver or any other administrator is appointed over the assets of the business of the entity, or if the entity enters into any composition with its creditors;

and the following shall apply:

(c) the Customer immediately ceases to be a purchaser or on-LMH of LMH and its Goods;

(d) all outstanding orders made by the Customer will be automatically cancelled;

(e) any license to use LMH's intellectual property shall immediately cease;

(f) the Customer must promptly deliver to LMH (at the Customer's expense) any advertising and promotional materials, any information LMH has provided to the Customer which LMH confirms is Confidential Information, and delete or destroy any electronic copies of those materials;

(g) the provisions of this agreement relating to payment and interest continue to apply until all amounts owing to LMH are paid in full; and

(h) such termination will not prejudice or otherwise affect any rights or remedies LMH may have against the Customer in respect of any breach of this agreement prior to termination thereof.

18. Privacy Act 1988

18.1 The Customer agrees for LMH to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by LMH.

18.2 The Customer agrees that LMH may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:

(a) to assess an application by the Customer; and/or

(b) to notify other credit providers of a default by the Customer; and/or

(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or

(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.

18.3 The Customer consents to LMH being given a consumer credit report to collect overdue payment on commercial credit.

18.4 The Customer agrees that personal credit information provided may be used and retained by LMH for the following purposes (and for other agreed purposes or required by):

(a) the provision of Goods; and/or

(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or

(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or

(d) enabling the collection of amounts outstanding in relation to the Goods.

18.5 LMH may give information about the Customer to a CRB for the following purposes:

(a) to obtain a consumer credit report;

(b) allow the CRB to create or maintain a credit information file about the Customer including credit history.

18.6 The information given to the CRB may include:

(a) personal information as outlined in 18.1 above;

(b) name of the credit provider and that LMH is a current credit provider to the Customer;

(c) whether the credit provider is a licensee;

(d) type of consumer credit;

(e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);

(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and LMH has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);

(g) information that, in the opinion of LMH, the Customer has committed a serious credit infringement;

(h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).

18.7 The Customer shall have the right to request (by e-mail) from LMH:

(a) a copy of the information about the Customer retained by LMH and the right to request that LMH correct any incorrect information; and

(b) that LMH does not disclose any personal information about the Customer for the purpose of direct marketing.

18.8 LMH will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.

18.9 The Customer can make a privacy complaint by contacting LMH via e-mail. LMH will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.

19. Unpaid Seller's Rights

19.1 Where the Customer has left any item with LMH for repair, modification, exchange or for LMH to perform any other service in relation to the item and LMH has not received or been tendered the whole of any moneys owing to it by the Customer, LMH shall have, until all moneys owing to LMH are paid:

(a) a lien on the item; and

(b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.

19.2 The lien of LMH shall continue despite the commencement of proceedings, or judgment for any moneys owing to LMH having been obtained against the Customer.

20. General

20.1 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.

20.2 These terms and conditions and any contract to which they apply shall be governed by the laws of either New South Wales or Victoria in which state the Goods and/or Services were provided by LMH to the Customer, however, in the event of a dispute that deems necessary for the matter to be referred to a Magistrates or higher Court then jurisdiction of the courts will be subject to the state in which LMH has its principal place of business.

20.3 Subject to clause 11 LMH 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 LMH of these terms and conditions (alternatively LMH's liability shall be limited to damages which under no circumstances shall exceed the Price).

20.4 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 LMH nor to withhold payment of any invoice because part of that invoice is in dispute.

20.5 LMH may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

20.6 The Customer agrees that LMH 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 LMH to provide Goods to the Customer.

20.7 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.

20.8 Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.