

This document sets out the terms and conditions of sale (Terms and Conditions) for all Goods provided by **DCE Global Pty Ltd, ABN: 17 137 044 930 (DCE)**.

## 1. AGREEMENT

- 1.1. These Terms and Conditions apply to all orders and agreements for the purchase of Goods by the Customer from DCE.
- 1.2. By the Customer receiving a copy of these Terms and Conditions and then ordering Goods from DCE, these Terms and Conditions shall have immediate effect and be binding on the parties.
- 1.3. An order made by the Customer constitutes an offer by the Customer to purchase the Goods subject to these Terms and Conditions and shall, upon written acceptance of the order by DCE, constitute a binding agreement to purchase the Goods.
- 1.4. Any agreement, arrangement or other dealing in connection with the supply of Goods to the Customer is taken to have been entered into subject to these Terms and Conditions. To the extent of any inconsistency between these Terms and Conditions and the provision of any other agreement, arrangement or other dealing in connection with the supply of Goods to the Customer (including any inconsistency with any purchase order or invoice) these Terms and Conditions will prevail unless expressly stated otherwise. This Clause applies despite the fact that any such agreement, arrangement or dealing does not refer to these Terms and Conditions and/or may be in direct conflict with these conditions of contract.
- 1.5. Unless otherwise expressly stated in writing, these Terms and Conditions, which supersede any earlier conditions appearing in catalogues or elsewhere, shall override any terms, conditions or warranties stipulated, incorporated or referred to by the Customer.
- 1.6. No amendments to these Terms and Conditions (purported to be made by the Customer) shall be binding on DCE unless agreed in writing by the Managing Director of DCE or a person authorised in writing by the Managing Director.
- 1.7. Where the Customer has agreed to purchase the Goods from DCE upon the basis of these Terms and Conditions, they shall be incorporated into that and every subsequent agreement for the purchase of Goods by the Customer from DCE unless specifically varied or excluded in the manner set out in Clause 15.10.

## 2. APPLICATION OF THESE TERMS

- 2.1. Unless DCE has previously provided a written quotation (Quote), the purchase price for Goods will be the price appearing in DCE's price list, current at the date on which the Goods are ordered. Where the supply of Goods by DCE is a taxable supply for the purposes of any legislation in respect of goods and services tax (GST), GST at the appropriate rate will be added to all prices quoted and will be separately detailed on all invoices.
- 2.2. DCE may, at its discretion and without prior notice to or consultation with the Customer, alter the prices appearing on its price list at any time.
- 2.3. A Quote is not an offer to supply but merely an invitation to treat, and no contractual relationship shall arise until acceptance of an order by DCE.
- 2.4. A Quote will be valid for the term stated in the Quote unless DCE otherwise notifies the Customer of a change in the Quote before acceptance by DCE of an order. If the term is not stated in the Quote, a Quote shall be valid for a period of 28 days from the time it is given to the Customer by DCE.
- 2.5. A Quote is only valid for the person identified in the Quote.
- 2.6. Every Quote shall be subject to and conditional upon any necessary import or export or other licence being obtained by DCE or the Customer.
- 2.7. Notice of acceptance of the Customer's order will generally be conveyed to the Customer by means of a confirmation of the order (Order Confirmation) (noting that the order may be accepted by other means).
- 2.8. DCE reserves the right to vary prices quoted to the Customer to compensate for increases in cost of production beyond DCE's control.
- 2.9. Unless otherwise indicated, prices are exclusive of freight charges and any Taxes (such as Customs Duties).
- 2.10. Orders may not be altered or cancelled without DCE's written consent, which consent may be withheld at DCE's discretion, and the Customer shall pay to DCE any Loss, damage, or expenses incurred by DCE in relation to the alteration or cancellation.

## 3. FREIGHT COSTS

- 3.1. The Customer must pay to DCE all freight charges and applicable Taxes in addition to the purchase price of the Goods ordered.
- 3.2. If Delivery is requested, DCE may provide an estimate of the costs of Delivery by common carrier in the Quote. Whether or not such costs are provided in the Quote or Order Confirmation, the Customer acknowledges and agrees that it is liable for the costs of freight, unless these are waived by DCE (which decision shall be at DCE's sole and absolute discretion).
- 3.3. In addition to the Delivery charges, DCE may add the following additional Delivery charges: after hours, weekend or public holiday, express, manual or mechanical off-loading, cutting or packing, delay (where that delay is caused by, or the fault of, the Customer), storage and/or bespoke cutting/packing requirements.
- 3.4. DCE will endeavour to keep the Customer aware of the costs of Delivery, however, DCE shall be entitled to the full amount of any Delivery charges despite any failure on its part in respect of the above, and despite the actual charges being different from any estimate.

## 4. TERMS OF PAYMENT

- 4.1. The Customer must pay the price plus GST for the Goods supplied by DCE. Unless stated otherwise, quoted prices are GST exclusive.
- 4.2. DCE will render an invoice to the Customer on or at any time after Delivery of the Goods is made, where the invoice shall quote the order number.
- 4.3. Unless otherwise agreed in writing, payment for all Goods (as well as GST) shall be made at the time of the order for the Goods. The Customer must not withhold any amount of the payment by reason of a dispute that exists between the Customer and DCE or by reason of any set-off or counter claim by the Customer.
- 4.4. If the price of the Goods and any additional amounts specified in a DCE's invoice are not paid in full when due, the following provisions apply:
  - 4.4.1. DCE may delay, withhold, or cancel Delivery to the Customer of any subsequently ordered Goods, until such time as the overdue account is settled.
  - 4.4.2. DCE may withdraw any credit facility and refuse future credit to the Customer.
  - 4.4.3. If credit facilities are withdrawn, any future deliveries will be strictly on a payment-on-order basis, or such other terms as DCE determines, until such time as DCE is willing to re-establish credit facilities for the Customer.
  - 4.4.4. If any invoiced amount is overdue DCE will charge interest at a rate of 10% per annum calculated daily and which the parties hereby agree constitutes a genuine pre-estimate of DCE's damage. The interest will be calculated from the due date of payment until the date of payment of the account in full.
  - 4.4.5. All payments made by the Customer to DCE will be applied as follows:
    - 4.4.5.1. firstly in or towards payment of any costs incurred or paid by DCE and payable by the Customer (including legal costs);
    - 4.4.5.2. secondly in or towards payment of any interest due or payable pursuant to these Terms and Conditions; and
    - 4.4.5.3. thirdly, in or towards payment of all outstanding amounts due from the Customer to DCE in the order in which those amounts became due.
  - 4.4.6. If the Customer fails to pay any account by the due date, all moneys which would become owing by the Customer to DCE at a later date for supply of Goods shall become immediately due and payable without the requirement of any notice to the Customer.
  - 4.4.7. DCE may require the Customer to provide security in a form required by DCE as a condition precedent to the continuation of supply and may alter the terms of payment at any time (including payment terms of cash with order or any other payment terms).
  - 4.4.8. DCE will not be held liable for any Losses suffered by the Customer, and the Customer releases DCE from all and any claims the Customer may have against DCE, in connection with DCE exercising any of the rights referred to in this Clause.

## 5. DEFAULT

- 5.1. DCE may, by notice in writing to the Customer, terminate any contract with the Customer so far as unperformed by DCE forthwith if:
- 5.1.1. the Customer commits any breach of any of these Terms and Conditions or any other contract with DCE;
  - 5.1.2. the Customer or any guarantor of the Customer's obligations ("Guarantor") compounds with or negotiates for any composition with its creditors generally;
  - 5.1.3. a trustee or receiver is appointed in respect of the Customer or any Guarantor or any of its property or the Customer or any Guarantor commits any act of insolvency;
  - 5.1.4. the Customer or any Guarantor calls any meeting of its creditors or has a liquidator, provisional liquidator, mortgagee's agent, receiver or administrator appointed to it or any of its assets;
  - 5.1.5. the Customer allows any judgment against them to remain unsatisfied for 14 days without taking formal steps to have the judgment set aside; or
  - 5.1.6. the financial position of the Customer or the Guarantor, or some other fact or circumstance, leads DCE to believe on reasonable grounds that the Customer is likely to materially fail to complete its obligations under any contract with DCE.
- 5.2. If any event referred to in Clause 5.1. occurs:
- 5.2.1. the Customer will, immediately on demand, deliver to DCE any Goods which are in the possession or control of the Customer but in which the property remains with DCE; and
  - 5.2.2. DCE will be entitled by notice in writing to the Customer to declare immediately due and payable any amounts outstanding from the Customer to DCE (such sums thereby becoming forthwith due and payable).
  - 5.2.3. Any termination will be without liability on the part of DCE for any and all Loss or damage thereby caused to the Customer.
  - 5.2.4. The costs of collection of any monies due and payable, including but not limited to the fees of any mercantile agency or solicitor engaged by DCE, and the costs of repossessing any Goods in which title remains with DCE and for which payment has not been received, shall be recoverable on a full indemnity basis against the Customer.

## 6. GST

- 6.1. If GST is payable in respect of the Goods, the Customer shall be liable to pay the GST to DCE.
- 6.2. If a party is entitled under these Terms and Conditions to be reimbursed or indemnified by the other party for an expense, claim, Loss, liability or cost incurred in connection with these Terms and Conditions, the reimbursement or indemnity payment must not include any GST component of the expense, claim, Loss, liability or cost for which an input tax credit may be claimed; and
- 6.3. If a party sets off an amount under these Terms and Conditions, the same principles apply to calculate the amount to be set-off, as if the amount has been paid in accordance with Clause 6.2.

## 7. COMPLETION/DELIVERY

- 7.1. Any date named or accepted by DCE for the Delivery of Goods is an estimate only and does not constitute a condition of the contract for the purchase of the Goods. If a date is specified on a Customer's order and/or verbally, for Delivery of the Goods, Delivery within 21 days of such date shall constitute Delivery by the due date.
- 7.2. If confirmation by the Customer is required to validate an order, any delay in so doing will be added to the Delivery date originally quoted.
- 7.3. Delivery of Goods ordered shall be affected by DCE making Delivery to the premises of the Customer specified on the order unless the Customer nominates another manner of Delivery in which case Delivery will be effected at the time risk passes to the Customer in accordance with Clause 8.1.2.
- 7.4. Whilst DCE will endeavor to deliver all orders complete and by the date specified on the order, DCE will not be held responsible or liable, if Delivery is made late or cannot be made (including DCE being forced to cancel certain products), due to circumstances outside its control, including, but not be limited to:

- 7.4.1. shortage of transportation;
- 7.4.2. acts of God, perils of the sea or air, fire, flood, explosion, acts of sabotage or inevitable accident;
- 7.4.3. war or the after-effects of war, insurrection, civil commotion, riot or industrial or governmental embargo;
- 7.4.4. labour disputes of whatever nature and for whatever cause, including but not limited to work to rule, overtime bans, strikes, lock-outs or other stoppages;
- 7.4.5. the passing or making of any law, ordinance, order, proclamation, regulation or demand by any government (including a local or municipal government) or by any authority or agency of any such government, or by any other civil or military authority or agency;
- 7.4.6. a failure in the supply of electricity not attributable to either party;
- 7.4.7. the actions of any third party; or
- 7.4.8. Any other force majeure event.

- 7.5. DCE may cancel an order at any time (at its sole discretion) in the event it determines that the design of the Goods covered by the order is or is likely to be unsatisfactory in relation to the process of manufacture. DCE will not be responsible or liable for any Loss that may arise from non-Delivery of Goods subject of an order.
- 7.6. Where freight is charged on deliveries it will be payable by the Customer as per Clause 3.
- 7.7. The Customer will accept Delivery of Goods ordered promptly and will be responsible for charges for any attempted Delivery together with demurrage and storage costs incurred as a result of a failure to affect Delivery.
- 7.8. DCE does not accept any third-party back charges or back charges for late Delivery.
- 7.9. If DCE or its agents are responsible for delivering the Goods, the Customer acknowledges and agrees that Delivery may take place between 8.00 am and 6.00 pm Monday to Friday.
- 7.10. Any material in which Goods are delivered – including without limitation, pallets; wooden crates or cable drums where DCE's branding is present remains the property of DCE unless otherwise stated, however, DCE shall not be liable for their storage or for the costs of recollection if requested to do so by the Customer. The Customer may recycle, reuse or destroy any plastic or other packaging not described above, but agrees to do so responsibly and in accordance with the law.

## 8. INSURANCE RESPONSIBILITIES

- 8.1. Notwithstanding anything to the contrary in these Terms and Conditions, the risk in the Goods and all insurance responsibility for theft, damage or otherwise in respect of the Goods:
  - 8.1.1. where Goods are delivered in a manner nominated by DCE, shall pass to the Customer immediately upon Delivery of the Goods to the Customer or as otherwise arranged with the Customer; or
  - 8.1.2. where Goods are delivered in a manner nominated by the Customer, shall pass to the Customer immediately upon leaving DCE's premises.
- 8.2. Until property of the Goods passes to the Customer, the Customer shall keep the Goods insured in the name of DCE for their respective rights and interests and will produce to DCE, upon demand, evidence of such insurance. If the Customer fails to insure the Goods, DCE may do so and the cost of such insurance shall be payable by the Customer to DCE upon demand.

## 9. WARRANTIES AND RETURNS

- 9.1. The guarantees, warranties and conditions implied by or provided by law or statute which cannot be excluded by contract are included in these Terms and Conditions. All other guarantees, warranties and conditions under any legislation, the common law, equity, trade or custom are expressly excluded from these Terms and Conditions.
- 9.2. Without limiting the other provisions of this Clause 9, where the Goods, or any part of them, are not of the kind ordinarily required for personal, domestic or household use or consumption then the liability of DCE under Part 3-2 Division 1 of Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("the Australian Consumer Law") is limited to one or more of the following pursuant to section 64A of the Australian Consumer Law, at DCE's discretion:

- 9.2.1. the replacement of the Goods or the supply of equivalent Goods;
- 9.2.2. the repair of the Goods;
- 9.2.3. the payment of the cost of replacing the Goods or of acquiring equivalent Goods;
- 9.2.4. the payment of the cost of having the Goods repaired;
- 9.3. Where the Customer alleges that Goods delivered by DCE are either defective or not the Goods ordered by the Customer, a request for a return must be made in writing by the Purchaser within 7 days of receipt of Goods. No claims will be recognised if made more than 7 days after Delivery.
- 9.4. Goods alleged by the Customer to be defective or incorrectly delivered, and accepted by DCE such, will be rectified by DCE pursuant to Clause 9.2.
- 9.5. The Customer must not carry out any remedial work to the alleged defective Goods without first obtaining the written consent of DCE to do so.
- 9.6. DCE reserves the right to inspect Goods prior to determining the whether they are defective or have been incorrectly delivered. If the Goods are in the custody of DCE for investigation or repair they shall be at the risk of the Customer and no liability shall be attached to DCE, its servants or agents for damage occasioned to the Goods however arising.
- 9.7. DCE will not accept returned Goods unless the return is authorised in writing by DCE.
- 9.8. A processing and handling fee may be charged to the Customer for any returns.
- 9.9. If DCE inspects the Goods and determines that they are not defective or incorrectly delivered, then it reserves its rights to charge the Customer for any costs incurred in relation to the transportation and inspection of the Goods and any subsequent re-Delivery.
- 9.10. Refunds will not be given where the Customer wishes to return the Goods because it has changed its mind or wishes to vary the order, however, DCE may agree, at its absolute discretion, to accept a return and give a credit to the Customer's account.
- 9.11. DCE is not responsible for defects caused by or which arise from ordinary wear and tear, lack of maintenance, unintended use, misuse, abuse, improper or unsuitable installation, external accidents or other causes beyond the reasonable control of DCE.

## 10. EXCLUSIONS

- 10.1. The Customer agrees to rely on its own knowledge and expertise in selecting any Goods for any purpose and that any advice or assistance given by or on behalf of DCE shall be accepted by the Customer at its own risk and shall not be or be deemed to be given as an expert or advisor nor intended by DCE to have been relied upon by the Customer.
- 10.2. Subject to Clause 9 and to the extent permitted by law, DCE and its officers, servants, employees, contractors and agents will not be liable to the Customer or any third party whether in contract, tort or otherwise, in respect of the Goods for:
  - 10.2.1. any Loss, injury or death arising out of or in connection with the Goods, or their use or supply, including liability for any act or omission or negligence by DCE or its officers, servants, employees, contractors and agents;
  - 10.2.2. any defect or delay caused due to circumstances beyond the control of DCE, including without limitation those events described in Clause 7.4;
  - 10.2.3. normal variations in tolerance, dimensions, weight or any advice in relation to the suitability for any purpose or any quality of the Goods.
- 10.3. The Customer indemnifies and holds harmless DCE and its officers, servants, employees, contractors and agents from and against all actions, claims, proceedings or demands which may be brought or made against it or them or any of them in respect of any Loss, injury, or death arising out of or in connection with the Goods, their use or supply, including due to an act or omission or negligence of DCE, and from and against all damages, costs and expenses incurred in defending or settling any action, claim, proceeding or demand.
- 10.4. Where Goods are supplied to the Customer's specifications, the

Customer indemnifies DCE from any liability or Loss suffered by DCE in respect of any claim that the Goods may infringe a third party's intellectual property rights.

## 11. ASSIGNMENT

- 11.1. DCE may at its discretion, assign its rights and or subcontract its obligations in connection with the performance of the contract for supply of Goods under these Terms and Conditions.
- 11.2. The Customer must not assign any of its rights or obligations in relation to the performance of the contract under these Terms and Conditions without the prior written consent of DCE, which consent will be at DCE's discretion.

## 12. INSTALLATION AND COMMISSIONING

- 12.1. These Terms and Conditions are on a supply-only basis. Installation and commissioning (if any) is at the expense of the Customer unless specified otherwise in writing by DCE.
- 12.2. Photographs, drawings, illustrations, weights, dimensions and any other particulars accompanying, associated with or given in either a Quote or the descriptive literature or catalogue represent generally the Goods offered but are subject to alteration without notice by the manufacturer and DCE is not bound as to the details or the accuracy thereof.
- 12.3. Any performance data provided by DCE is an estimate only.
- 12.4. Notwithstanding that DCE may assist the Customer to reach a decision with respect to the purchase of the Goods, the subject of this contract (whether by way of representation, statement, information or advice, and whether of a technical nature or otherwise), the Customer agrees that responsibility for the final decision to purchase shall rest in all respects solely with the Customer.
- 12.5. DCE's assessment of compliance to specifications is based on the nominal results obtained in tests and measurements conducted in accordance with the relevant specifications. DCE does not apply measurement uncertainties in its assessment of compliance.
- 12.6. To the maximum extent permitted by law, DCE is not liable for any advice given by its servants, employees, contractors or agents in relation to the suitability for any purpose of Goods or materials supplied by DCE, and all such advice relied upon is at the Customer's risk.
- 12.7. DCE reserves the right to supply an alternative brand or substitute Goods when necessary.
- 12.8. DCE reserves the right to obtain Goods from alternative national and international manufacturing facilities.
- 12.9. Tolerances on nominal cable lengths and on the total supply quantity will be +/- 3% and the resulting lengths will constitute the invoiced lengths. The Customer is responsible for taking this tolerance into account when ordering.

## 13. INTELLECTUAL PROPERTY AND OWNERSHIP OF MATERIALS

- 13.1. Ownership of all intellectual property rights in respect of the Goods, or arising out of or in connection with the supply of Goods, and any documentation provided by DCE to the Customer, is vested in and will remain vested in DCE and nothing in these Terms and Conditions confers any intellectual property rights on the Customer.
- 13.2. All photographs, designs, negatives, or any other media and other material produced by DCE are the property of DCE.
- 13.3. Copying, distribution, reproduction, alteration, adaption, modification, translation, creation of derivative works from, transmitting or storage in electronic or other media of the property referred to in Clause 13.2 is prohibited.
- 13.4. Copyright in all artistic and literary works created or owned by DCE and all trademarks and logos held or used by DCE is the property of DCE and must not be used except with DCE's written consent.
- 13.5. The Customer:
  - 13.5.1. must not erase, remove, deface or alter any trade marks appearing on the Goods;
  - 13.5.2. must not use other trademarks or names in relation to the Goods, without the prior written consent of DCE; and
  - 13.5.3. must notify DCE immediately if it becomes aware of any infringement or threatened infringement of any of the trademarks appearing on the Goods.

**14. SECURITY AND CHARGE**

- 14.1. Where the Customer is the owner of land, realty or any other asset capable of being charged (including land, realty and assets which the Guarantor is now possessed and which may hereafter be acquired, along with all of the Guarantor’s personal property both presently owned by the Guarantor and which the Guarantor may hereafter acquire), the Customer hereby mortgages and/or charges all of his or her interest (whether joint or several) in said land, realty or any other asset or personal property in favour of DCE as security for payment of all amounts and other monetary obligations payable under or in connection with the supply of Goods provided by DCE to the Customer. The Customer acknowledges and agrees that DCE (or DCE’s nominee) shall be entitled to lodge, if applicable a caveat, which caveat shall not be released until all payments and other monetary obligations payable hereunder have been met. Should DCE elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer shall indemnify DCE from and against all DCE’s costs and disbursements including legal costs on a full indemnity basis.
- 14.2. Should DCE elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer hereby releases DCE from all claims for loss, damage or costs incurred by the Customer, and agrees to indemnify DCE from and against all DCE’s costs and disbursements including legal costs and any third party claims on a full indemnity basis.
- 14.3. In the event that the Customer commits an act of default, which is not remedied within any period specified by DCE in its absolute discretion, the Customer agrees to forthwith and upon request:
  - 14.3.1. deliver or execute any necessary document;
  - 14.3.2. do all necessary acts;
  - 14.3.3. enable the registration of (or to give effect to) the mortgage or the charge provided for in Clause.
- 14.4. The Customer hereby irrevocably nominates, constitutes and appoints DCE or DCE’s nominee the Customer’s true and lawful attorney, to execute mortgages and charges (whether able to be registered or not) including such other terms and conditions as DCE and/or DCE’s nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Customer in any land, realty or asset or personal property in favour of DCE and in the Customer’s name as may be necessary to secure the said Customer’s obligations and indebtedness to DCE and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in DCE’s absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause, or any of DCE’s rights in these Terms and Conditions.

**15. GENERAL AND INTERPRETATION**

- 15.1. Headings are for convenient reference only and do not effect interpretation.
- 15.2. A certificate signed by a director or secretary for the time being of DCE stating the amount of money owing to DCE at a date specified in the certificate shall be prima facie evidence of the contents thereof.
- 15.3. A failure by DCE to exercise any right under these Terms and Conditions or a delay in exercising any right is not a waiver or variation to that right. The partial exercise by DCE of any right under these Terms and Conditions does not prevent the complete or further exercise of that right.
- 15.4. Any failure by DCE to enforce any provision of these Terms and Conditions or any forbearance, delay or indulgence granted by it to the Customer will not be construed as a waiver of DCE’s rights hereunder.
- 15.5. These Terms and Conditions contain the entire understanding between the parties concerning their subject matter and supersede all previous agreements and understandings whether written or oral between the parties in respect of such subject matter.
- 15.6. Any notice required or permitted to be given by either party to the other under these Terms and Conditions, shall be in writing addressed to the other party at the address specified in these Terms and Conditions or such other address as may have been notified pursuant to this provision to the party giving the notice. Such notices may be given by personal delivery, facsimile or post.
- 15.7. DCE may rely on any orders instructions or information given by any of the Customer’s agents or employees as if the Customer had given them itself.
- 15.8. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent

necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

- 15.9. In respect of Goods sold by DCE within Australia, this Agreement shall be governed by the laws of the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 15.10. These Terms and Conditions may be amended by DCE at its sole discretion by giving 7 days written notice to the Customer and such amendment will take effect from the 7<sup>th</sup> day after such notice is given to the Customer in respect of any order for Goods made after such date.
- 15.11. If DCE incurs any cost or expense in connection with exercising, or attempting to exercise, any of its rights pursuant to these Terms and Conditions or otherwise enforcing these Terms and Conditions, the amount of such cost and expense is recoverable from the Customer as a debt due, owing and payable to DCE.
- 15.12. The singular includes the plural and vice versa and words importing a gender include any gender.
- 15.13. The word ‘person’ includes a firm, a partnership, a joint venture, a body corporate, an unincorporated association, any corporate or governmental body or any authority;
- 15.14. An Agreement, representation or warranty:
  - 15.14.1. in favour of two or more persons is for the benefit of them jointly and severally; and
  - 15.14.2. on the part of two or more persons binds them jointly and severally; and
- 15.15. A reference to:
  - 15.15.1. a party includes the party’s executors, administrators, successors, substitutes (including parties taking by novation) and assigns;
  - 15.15.2. a document includes any amendment, supplement, variation, replacement or novation of it;
- 15.16. Any Act, statute, regulation, proclamation, ordinance or by-law includes all Acts, statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and a reference to any Act or statute includes all regulations, proclamations, ordinances and by-laws issued under that Act or statute.
- 15.17. A thing includes the whole and each part of it;
- 15.18. A group of persons includes all of them collectively, any two or more of them collectively and each of them individually;
- 15.19. The president of a body or authority includes any person acting in that capacity;
- 15.20. The word “includes” in any form is not a word of limitation;
- 15.21. No rule of construction applies to the disadvantage of DCE because it prepared these Terms and Conditions.
- 15.22. If any of these Terms and Conditions specify that DCE may do or not do something, DCE may choose whether to do that in its sole and absolute discretion.
- 15.23. In these Terms and Conditions:
  - 15.23.1. “Delivery” includes carriage by land, sea or air.
  - 15.23.2. “Goods” means the Goods specified on the purchase order and includes services where the context permits.
  - 15.23.3. “Loss” means all actions, claims, costs (including actual legal costs on a full indemnity basis), damages, expenses, interest, liabilities, losses (including loss of profit or income) of any kind, whether direct, indirect, special, economic or consequential.
  - 15.23.4. “Customer” means a party to whom DCE has or will supply Goods as described above including his employees, agents and subcontractors.
  - 15.23.5. “Tax” means any tax, levy, charge, impost, duty fee, deduction, compulsory loan or withholding which is assessed, levied, imposed or collected by any government agency and includes any interest, fine, penalty, charge, fee or other amount imposed in connection with the Goods, their Delivery, or otherwise in connection with this agreement to supply the Goods.
  - 15.23.6. “Terms and Conditions” means these terms and conditions of trade and any variations or amendments made to them from time to time by DCE.