TRADING TERMS AND CONDITIONS

NOTE: ***The Australian Consumer Law and other legislation have provisions that may not be contracted out of. Accordingly where those mandatory provisions apply, they override provisions to the contrary in these Terms and Conditions.***

1. INTERPRETATION

In these Terms and Conditions unless the context otherwise requires:

(i) a reference to a party includes a reference to the party's successors and permitted assigns and any person claiming under or through the party;

(ii) every agreement or obligation expressed or implied in this Deed by which two or more persons agree or are bound shall bind such persons jointly and each of them severally;

(iii) a reference to a group of persons includes a reference to all of them collectively, any two or more collectively and each of them individually;

(iv) **"ACL"** means the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) as amended;

(v) **"Applicant"** means the party or parties defined as the Applicant in the Credit Application;

(vi) **"Deed"** means the deed constituted by the acceptance of this Credit Application (including the Terms and Conditions) by the Company (acceptance may be constituted by the granting of goods or services by the Company to the Applicant);

(vii) **"the Company"** means the business described at the top of the first page of the Credit Application, its successors and/or assigns;

(viii) **"Conditions"/"Terms"/"Terms and Conditions"** means these Trading Terms and Conditions forming part of the Deed;

(ix) **"consumer"** is as defined in the ACL and in determining if the Applicant is a consumer, the determination is made if the Applicant is a consumer under the Deed;

(x) **"GST"** means the goods and services tax as imposed by the GST Law together with any related interest, penalties, fines or other charge;

(xi) **"GST Law"** has the meaning given to that term in *A New Tax System (Goods and Services) Act 1999* (Cth) as amended;

(xii) **"including"** and similar expressions means "including, but not limited to";

(xiii) **"Person"** includes an individual, the estate of an individual, a body politic, a corporation, an association (incorporated or unincorporated) and a statutory or other authority;

(xiv) **"PPSA"** means the *Personal Property Securities Act* 2009 (Cth) as amended;

(xv) **"services"** means services supplied by the Company to the Applicant;

(xvi) **"Special Goods"** means any goods which are, at the Applicant's request, embellished, embroidered, printed, machined, cut-to-size or specifically ordered for the Applicant.

2. ACCEPTANCE OF THE APPLICATION

2.1 Acceptance by the Company of this Application may occur by one of several means including written notification to the Application, or commencing supply of goods or services, or countersigning this Deed.

2.2 If the Company accepts this Application, the provision of Goods or Services and any credit facilities to the Applicant are subject to the Terms and Conditions.

2.3 If the Application is made by more than one Applicant, each Applicant is jointly and severally liable under this Deed together with any guarantors.

3. CREDIT LIMIT

The Credit Limit specified ***does not*** limit the liability of the Applicant and Guarantor(s) to the Company.

4. STATEMENTS

A Statement of Account from the Company to the Applicant indicating the amount owing by the Applicant is conclusive evidence of that amount, except in the case of manifest error.

5. REPRESENTATIONS

The Applicant and the Guarantors warrant the correctness of the information which they have furnished to the Company in this Application, and acknowledge that the Company has relied upon this information in determining whether or not to grant credit, and the extent thereof the Applicant.

6. CHARGE

6.1 The Applicant and each of the Guarantors, if any, hereby jointly and severally charge all their right, title and interest in any land that they

(i) currently own;
(ii) acquire in the future;
(iii) have a beneficial interest in; and/or
(iv) acquire a beneficial interest in the future

in favour of the Company, with due and punctual observance of all of the obligations of the Applicant and the Guarantors.

6.2 The Applicant and the Guarantors hereby indemnify the Company against all expenses and legal costs (on an indemnity basis) for preparing, lodging and removing any caveat.

6.3 The Applicant and each of the Guarantors, if any, hereby acknowledge that the Company may at its discretion register and lodge an absolute caveat(s) on such property or properties in respect of the interest conferred on it under this clause

6.4 Such registration of a caveat by the Company over the Applicant's and/or Guarantors' property or properties must not be challenged by the Applicant and/or the Guarantors in any way whatsoever, and they agree not to take any steps in filing a "lapsing notice" via the Land Titles Office to have the caveat removed, until such time that the Applicant and/or Guarantors have paid all monies owing by them to the Company as claimed from time to time.

7. ASSIGNMENT

7.1 The Applicant and the Guarantors must not assign or transfer any of their rights or obligations in connection herewith to any other person whatsoever.

7.2 The Company may assign or transfer all or any of its rights or obligations under this Deed at any time.

7.3 The Company may disclose to a proposed assignee, transferee or sub-participant information which relates to the the Applicant and/or the Guarantors or was furnished in connection with this Deed.

8. CHANGE IN CONTROL

8.1 The Applicant must advise the Company in writing no later than fourteen (14) days before a charge in effective control of the Applicant or of any change or alteration of any particulars contained in this Application (if applicable).

8.2 the Company (upon receipt of such advice) is entitled to review the Deed and in its sole discretion, to terminate the Applicant's credit facilities upon seven (7) days written notice (the "Notice Period") to the Applicant.

8.3 In such circumstances, the Company is entitled to payment by the Applicant of a sum equal to the cost of Goods and/or Services then unpaid by the Applicant upon expiry of the Notice Period. The Applicant shall indemnify the Company in respect of any loss arising from the Applicant's failure to so notify.

8.4 If the Applicant signs the Application as the trustee of any trust (the "Trust"), the Applicant is personally liable and liable as trustee.

9. GUARANTEE & INDEMNITY

9.1 If the Applicant is a company, all directors and the directors' spouses are required to sign a personal guarantee or guarantees collateral to this Application. However, the failure of one or more directors/spouses to sign a guarantee does not affect the liability of those who have signed a guarantee.

9.2 The Applicant agrees to pay the stamp duty in respect of such guarantee to guarantees.

9.3 In consideration of the Company agreeing to sell and supply goods and/or services on credit to the Applicant each person who has signed the Deed as guarantor hereby unconditionally and irrevocably guarantees to the Company the due and punctual payment of all debts and monetary liabilities including without limitation sums of money, interest, indemnity

legal costs, damages, charges and expenses which are, or which may become payable by the Applicant to the Company on any account and in any capacity ("Guaranteed Moneys") and, as a separate and independent obligation, agrees to indemnify and keep the Company indemnified from and against any claim, action, loss, damage, cost, expense, outgoing or payment suffered, paid or incurred by the Company in relation to the non-payment or non-recovery of the Guaranteed Moneys.

9.4 Each guarantor hereby expressly acknowledges that this Guarantee and Indemnity ("the Guarantee") is given upon and subject to the following conditions:-

(i) In the event of the Applicant failing to pay the Company any Guaranteed Moneys the Guarantor will immediately pay such monies to the Company.

(ii) In the event of the Applicant failing to carry out or perform any of its obligations the Guarantor will immediately carry out and perform the same.

(iii) The Guarantor shall be deemed to be jointly and severally liable with the Applicant (in lieu of being merely a surety for it) for the payment of the Guaranteed Moneys and it shall not be necessary for the Company to make any claim or demand on or to take any action or proceedings against the Applicant or make any demand against the Guarantor before commencing proceedings against the Guarantor to pay the Guaranteed Moneys or to carry out and perform the obligations herein contained.

(iv) No time or other indulgence whatsoever that may be granted by the Company to the Applicant shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Company have been paid and all obligations have been performed.

(v) If any payment received or recovered by the Company is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor and the Guarantor and the Company shall each be restored to the position which they would been in had no such payment been made.

10. GOVERNING TERMS AND CONDITIONS

10.1 These are the only Terms which are binding upon the Company with the exception of those otherwise agreed in writing by the Company or which are imposed by a statute and which cannot be excluded.

10.2 Any direction by the Applicant either verbal or written to procure goods or services from the Company will be deemed as acceptance by the Applicant of these Terms, despite any provisions to the contrary in the direction or any purchase order issued by the Applicant.

11. TERMS OF PAYMENT

11.1 Unless the Company has agreed in writing to extend credit to the Applicant, the Applicant must pay the relevant amount in full on delivery of goods or services.

11.2 Where the Company has agreed in writing to extend credit to the Applicant, Payment to the Company for goods delivered is due within 30 days of the invoice date.

11.3 The Applicant is not entitled to make any deduction from amounts owing to the Company in respect of any set off or counterclaim to be held back for retention.

12. PAYMENT DEFAULT

12.1 If the Applicant defaults in payment by the due date of any amount payable to the Company then all money which would become payable by the Applicant to the Company at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Applicant, and the Company may, without prejudice to any of its other accrued or contingent rights:

(i) charge the Applicant interest on any sum due at the prevailing rate of 15% per annum for the period from the due date until the date of payment in full;

(ii) charge the Applicant for, and the Applicant must indemnify the Company from, all costs and expenses (including without limitation indemnity legal costs and debt collection costs and commissions) incurred by the Company resulting from the default or in taking action to enforce compliance with the Deed or to recover any goods;

(iii) cease or suspend supply of any further goods or services to the Applicant;

(iv) terminate any uncompleted contract with the Applicant.

12.2 Clauses 12.1 may also be relied upon, at the Company's option where the Applicant; or one of the Applicant's partners; or one of the Guarantors

(i) is a natural person and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or

(ii) is a corporation and it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, administrator, receiver, manager or similar functionary appointed in respect of its assets, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Applicant.

13. INSPECTION AND ACCEPTANCE

13.1 If the Applicant is a consumer, nothing in this Application limits any remedy available pursuant to the ACL save to the extent permitted under law.

13.2 The Applicant must inspect all goods upon delivery and within 48 hours of delivery give notice with full details and description to the Company named in the relevant invoice if the Applicant alleges that the goods or services are not in accordance with the Applicant's order. Failing such notice, the goods or services shall be deemed to have been satisfactorily accepted by the Applicant.

13.3 When any non-compliance with the Applicant's order is accepted by the Company, the Company may, at its option, replace the goods or services, or refund the price of the goods or services.

14. RETURNS

14.1 Unless otherwise agreed, returns other than required pursuant to the ACL must be approved by the Company named in the relevant invoice.

14.2 These authorised returns must be freight prepaid and will only be accepted if they are in a saleable condition.

14.3 The Company reserves the right to charge a handling fee [equal to 10% of the price of the goods] for goods returned under this provision. Unless required by the ACL, Special Goods are not returnable.

15. QUOTATIONS

15.1 Unless previously withdrawn, a quotation is valid for 30 days or such other period as stated in it whichever period is the lesser. A quotation is not to be construed as an obligation to sell but merely an invitation to treat and no contractual relationship shall arise from it until the Applicant's order has been accepted in writing by the Company.

15.2 The Company is not bound by any conditions attaching to the Applicant's order or acceptance of a Quotation and, unless such conditions are expressly accepted by the Company in writing, the Applicant acknowledges that the Applicant's conditions are expressly negatived.

15.3 Every quotation is subject to and conditional upon obtaining any necessary import, export or other licence.

16. PRICING

The parties agree that a quoted amount does not include GST unless otherwise stated.

17. PASSING OF PROPERTY AND RISK

17.1 Goods supplied by the Company to the Applicant shall be at the Applicant's risk immediately upon delivery to the Applicant, into the Applicant's custody or at the Applicant's direction (whichever happens first).

17.2 The Applicant shall insure the goods from the time of that delivery at its cost against such risks as it thinks appropriate, shall note the interest of the Company on the insurance policy and shall produce a certificate to this effect to the Company upon request.

17.3 Property in the goods supplied by the Company to the Applicant under these Terms shall not pass to the Applicant until those goods and other goods have been paid for in full.

17.4 Until the Company receives full payment in cleared funds for all goods and services supplied by it to the Applicant, as well as all other amounts owning to the Company by the Applicant:

(i) the Applicant shall store the goods in a manner which shows clearly that they are the property of the Company; and

(ii) the Applicant may sell the goods in the course of its business and shall account to the Company for the proceeds of sale (including any proceeds from insurance claims). These proceeds must be kept in a separate bank account with a bank to whom the Applicant has not given security however failure to do so will not affect the Applicant's obligations as trustee.

17.5 In addition to the Company's rights under the PPSA, the Applicant irrevocably authorises the Company at any time to enter onto any premises upon which:

(i) the Company's goods are stored to enable the Company to inspect the goods and/or if the Applicant has breached these Terms, reclaim the goods;
(ii) the Applicant's records pertaining to the goods are held to inspect and copy such records.

17.6 The Applicant and Seller agree that the provisions of this clause apply notwithstanding any arrangement under which the Company grants credit to the Applicant.

18. PERSONAL PROPERTY SECURITIES ACT

18.1 Notwithstanding anything to the contrary contained in these Terms, the PPSA applies to these Terms.

18.2 For the purposes of the PPSA:
(i) terms used in this clause 18 that are defined in the PPSA have the same meaning as in the PPSA;
(ii) these Terms are a security agreement and the Company has a Purchase Money Security Interest in all present and future goods supplied by the Company to the Applicant and the proceeds of the goods;
(iii) the security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Applicant at any particular time; and
(iv) the Applicant must do whatever is necessary in order to give a valid security interest over the goods and their proceeds which is able to be registered by the Company on the Personal Property Securities Register.

18.3 The security interest arising under this clause 18 attaches to the goods when the goods are collected or dispatched from the Company's premises and not at any later time.

18.4 Where permitted by the PPSA, the Applicant waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.

18.5 The Company and the Applicant agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these Terms.

18.6 To the extent permitted by the PPSA, the Applicant agrees that:
(i) the provisions of Chapter 4 of the PPSA which are for the benefit of the Applicant or which place obligations on the Company will apply only to the extent that they are mandatory or the Company agrees to their application in writing; and
(ii) where the Company has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

18.7 The Applicant must immediately upon the Company's request:
(i) do all things and execute all documents necessary to give effect to the security interest created under this Deed; and
(ii) procure from any person considered by the Company to be relevant to its security position such agreements and waivers (including as equivalent to those above) as the Company may at any time require.

18.8 the Company may allocate amounts received from the Applicant in any manner the Company determines, including in any manner required to preserve any Purchase Money Security Interest it has in goods supplied by the Company.

19. SUPPLY

The Company reserves the right to suspend or discontinue the supply of goods to the Applicant without being obliged to give any reason for its action.

20. PART DELIVERIES

20.1 The Company reserves the right to make part deliveries of any order, and each part delivery shall constitute a separate sale of goods upon these Terms.

20.2 A part delivery of an order shall not invalidate the balance of an order.

21. INSTALLATION

21.1 the Company's quotation or invoice is made on a supply only basis.

21.2 Installation and commissioning (if any) is at the expense of the Applicant unless otherwise specified in writing by the Company.

22. DIMENSIONS, PERFORMANCE DATA AND OTHER DESCRIPTIVE DETAILS

22.1 If the Applicant is a consumer, nothing in this clause limits any remedy available pursuant to the ACL.

22.2 To the greatest extent permitted by law:

(i) Photographs, drawings, illustrations, weights, dimensions and any other particulars accompanying, associated with or given in a quotation, descriptive literature or a catalogue approximate the goods offered but may be subject to alteration without notice.
(ii) Any performance data provided by the Company or a manufacturer is an estimate only and should be construed accordingly.
(iii) Unless agreed to the contrary in writing, the Company reserves the right to supply an alternative brand or substitute product when necessary.

23. SHIPMENT AND DELIVERY

23.1 The means of delivery is at the Company's sole discretion.

23.2 The Company may deliver the goods to the Applicant's premises in accordance with the Company's usual practices.

23.3 If the Company directs the Applicant to collect the goods:
(i) the Applicant must collect the goods within 7 days of being advised they are ready;
(ii) if the Applicant does not collect the goods within this time, the Applicant is deemed to have taken delivery of the goods and is liable for storage charges payable monthly on demand.

23.4 The Applicant must pay to the Company on demand any delivery costs incurred by the Company if
(i) the Applicant requests another method of delivery from that outlined in (a) above; or
(ii) the Applicant elects to use an independent courier to deliver the goods and enters into a separate contract with that independent courier to deliver the goods.

24. MANUFACTURERS' CHANGES

Where the Company is acting as agent for a manufacturer or the Company, the Company shall not be liable for any alteration or variation in the goods made by the manufacturer or the Company.

25. CURRENCY

Where goods are imported into Australia, any adverse variation in the price arising from fluctuation in exchange rates between the date of the Applicant's order and the date of payment by the Company will be to the Applicant's account.

26. CONTINGENCIES

Any charge, duty, impost, sales tax or other expenditure which is not applicable at the date of Quotation or Sales Invoice but which is subsequently levied upon the Company in relation to a Quotation or Sales Invoice as a result of the introduction of any legislation, regulation or governmental policy, shall be to the Applicant's account.

27. CHARGES BEYOND POINT OF DELIVERY QUOTED

Unless otherwise agreed in writing, if the Company prepays freight, insurance, custom and import duties (if any), landing and delivery charges and all other charges in connection with shipment and delivery of the goods, then any such charges shall be to the Applicant's account.

28. FORCE MAJEURE

28.1 If the Company's performance or observance of any obligations is prevented, restricted or affected by reason of a force majeure event including strike, lock out, industrial dispute, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond the Company's reasonable control, the Company may, in its absolute discretion give prompt notice of that cause to the Applicant.

28.2 On delivery of that notice the Company is excused from such performance or observance to the extent of the relevant prevention, restriction or effect.

29. COMPANY'S CANCELLATION

29.1 If the Company is unable to deliver the goods, then it may cancel the Applicant's order (even if it has been accepted) by written notice to the Applicant.

29.2 If the Applicant commits a breach of its obligations to the Company under the Deed, then the Company may, without prejudice to any other rights or remedies which it may have, refuse to supply the Applicant (without notice) and is entitled to immediate payment of the sum equal to the price of all goods and/or services then unpaid, together with other costs and expenses of collection of any moneys are due and payable by the Applicant, including the fees of any mercantile agent or lawyer engaged by the Company on an indemnity basis.

30. APPLICANT'S CANCELLATION

30.1 To the greatest extent permitted under law, the Applicant shall have no right to cancel an order which has been accepted by the Company unless otherwise agreed in writing.

30.2 If a right of cancellation is granted to the Applicant, such right of cancellation must be exercised in accordance with the relevant terms of cancellation and by notice in writing from the Applicant to the Company with which the order has been placed not later than 7 days prior to the estimated date of shipment by the manufacturer or that Seller as the case may be.

30.3 Unless otherwise agreed between the Applicant and Seller, upon cancellation prior to shipment any deposit paid by the Applicant shall be forfeited to the manufacturer or Seller (as the case may be).

30.4 Despite the cancellation of any order for any reason, the Applicant must still purchase from the Company any goods ordered by the Applicant which constitute Special Goods (whether in store, in transit or being manufactured) which were procured or ordered by the Company before such cancellation, unless otherwise agreed in writing by the Company.

31. WARRANTY AND LIABILITY OF SELLER

31.1 the Company makes no express warranties under these Terms.

31.2 Except as the Terms specifically state, or as contained in any express warranty provided in relation to the goods or services, the Deed does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services or any contractual remedy for their failure.

31.3 If the Applicant is a consumer nothing in these Terms restricts, limits or modifies the Applicant's rights or remedies against the Company for failure of a statutory guarantee under the ACL.

31.4 If the Applicant on-supplies the goods to a person who is a consumer, or uses up or transforms the goods in the course of trade then:

(i) if the goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of the Company's liability to the Applicant;

(ii) otherwise, payment of any amount required under section 274 of the ACL is the absolute limit of the Company's liability to the Applicant;

howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with the goods or services by the Applicant or any third party.

31.5 To the greatest extent permitted under law the Company is not liable to the Applicant in any way under or in connection with the sale, installation, use of, storage or any other dealing with the goods or services by the Applicant or any third party.

31.6 To the greatest extent permitted under law the Company is not liable for any indirect or consequential losses or expenses suffered by the Applicant or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.

31.7 The Applicant expressly acknowledges and agrees that:

(i) it has not relied upon, any service involving skill and judgement, or on any advice, recommendation, information or assistance given by the Company, its agents or employees in relation to the goods or services or their use or purpose.

(ii) it has not made known, whether expressly or by implication, to the Company any purpose for which it requires the goods or services and it has the sole responsibility of satisfying itself that the goods or services as suitable for the use of the Applicant.

(iii) Nothing in the Terms is to be interpreted as excluding, restricting or modifying the application of any non-excludable State or Federal legislation applicable to the sale of goods or supply of services.

32. ALTERATION TO CONDITIONS

The Company may, at any time and from time to time, alter these Terms and Conditions by providing notice to the Applicant.

33. GOVERNING LAW

These Terms and Conditions shall be governed by the laws of Western Australia. The parties agree to submit to the exclusive jurisdiction of the Courts of Western Australia.

34. WAIVER

the Company's failure to enforce any of these Terms and Conditions shall not be construed as a waiver of any of the Company's rights.

35. WRITTEN NOTICE

A notice must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission.

36. NO ADVERSE CONSTRUCTION

These Terms and Conditions are not to be constructed to the disadvantage of the Company because the Company was responsible for their preparation.

37. TRUSTEE CAPACITY

37.1 The Applicant and the Guarantors enter into this Deed in their personal capacities and in their capacities as trustees of any trust.

37.2 The Applicant and the Guarantors acknowledgement that:

(i) each reference to it is a reference to it in its individual capacity and its capacity as trustee (unless stated otherwise); and

(ii) all of its obligations under this Deed bind it in each of those capacities.

37.3 The Applicant and the Guarantors represent, warrant and agree, in respect of any trust of which it is the trustee that:

(i) no action has been taken or proposed to remove it as trustee of the trust;

(ii) it has power under the trust deed to enter into and comply with its obligations under this Deed;

(iii) it has in full force and effect the authorisations necessary to make this Deed, perform obligations under this deed and allow them to be enforced (including under the trust deed and its constitution (if any));

(iv) it has a right to be fully indemnified out of the property held on trust by the trustee under the trust deed in respect of obligations incurred by it under this Deed;

(v) it is not, and has never been, in default under the trust deed;

(vi) no action has been taken or proposed to terminate the trust;

(vii) it and any other trustee(s)has complied with their obligations in connection with the trust;

(viii) the Company's rights under this Deed rank in priority to the interests of the beneficiaries of the trust;

(ix) it has considered the purpose of this Deed and considers its terms to be fair and reasonable and that the entry into and performance of this Deed arise for the benefit of the beneficiaries whose consent (if necessary), has been obtained; and

(x) prior to the satisfaction of all of his obligations under this Deed, it will not do anything which:

(xi) effects or facilitates the retirement, removal or replacement of the trustee;

(xii) could restrict the trustee's right of indemnity from the property held on trust by the trustee in respect of obligations incurred by the trustee under this Deed;

(xiii) could restrict or impair the ability of the trustee to comply with his obligations under this Deed;

(xiv) effects or facilitates the termination of the trust;

(xv) effects or facilitates the variation of the trust deed;

(xvi) effects or facilitates resettlement of the property held on trust by the trustee; or

(xvii) could result in the property held on trust by the trustee being mixed with other property.

38. SEVERANCE

38.1 If any provision of these Terms and Conditions

(i) is or becomes void, voidable, illegal or unenforceable in its terms;

(ii) would not be void, voidable, illegal or unenforceable if it were read down; and

(iii) is capable of being read down,

then that provision will be read down accordingly.

38.2 If, notwithstanding clause 38.1, a provision of these Terms and Conditions is still void, voidable, illegal or unenforceable, then:

(i) if the provision would not be void, voidable, illegal or unenforceable if some words were omitted, those words are severed; and

(ii) otherwise, the whole provision is severed,

(iii) and the rest of these Terms and Conditions will be of full force and effect.