

TERMS AND CONDITIONS OF EQUIPMENT HIRE AND SERVICES

1. DEFINITIONS

The following terms have the meanings unless the context otherwise requires:

'Agreement' means the Terms and Conditions, the Quotation and any Service Docket.

'Business Day' means a day other than a Saturday or Sunday or a day which is a public holiday in New South Wales (within the meaning of the *Public Holidays Act 2010* (NSW)).

'Commencement Date' means the date of Delivery of the Equipment to the Premises or, where the Customer collects the Equipment, the date of collection.

'Consequential Loss' means

- (a) loss of revenue;
- (b) loss of profit or anticipated profit
- (c) loss of business
- (d) loss of business reputation
- (e) loss of opportunities
- (f) loss of anticipated savings
- (g) loss of goodwill; and

any other loss suffered by a party as a result of a breach of the Agreement that cannot reasonably be considered to arise directly and naturally from that breach.

'Customer' means the party specified as such in the Quotation, who has agreed to hire Equipment or obtain Services from the Owner on the terms of the Agreement.

'Delivery' means as applicable, the point at which the Equipment is collected by the Customer or made available for loading into a carrier nominated by the Customer or when the Equipment is delivered by the Owner, then when it is off-loaded at the Premises.

'Dry Hire' means the hire of the Equipment without an operator.

'Equipment' means the Equipment specified in the Quotation or any Service Docket and as may be amended from time to time including SuperDecks, SuperElevates, SuperCranes, SuperEarthmoving and SuperProps, and any and all associated Equipment and accessories to that Equipment. Any references to 'goods' in these Terms is a reference to the Equipment.

'Force Majeure Event' means any event outside the reasonable control of the parties including acts of God, war, riots, strikes, lock outs, trade disputes, interruptions of transport, Government action or any other cause whatsoever, whether or not of a like nature to those specified herein.

'GST' means Goods and Services Tax as referred to under the A New Tax System (Goods and Services Tax) Act 1999.

'Hire Charges' means the fees and charges for hire of the Equipment and any Services as set out in the Quotation, plus applicable GST.

'Manufacturer's Recommendations' means the operating, maintenance, and safety instructions for the Equipment as set out in the operation manual accessible online via the QR code on the Equipment and as amended from time to time.

'Minimum Hire Period' means the minimum hire period as specified (if any) in the Quotation.

'Normal Time' mean Monday – Friday (excluding RDO's, Public Holidays and the period from Good Friday – Easter Monday and the period from Christmas Eve – New Years Day) between the hours of 7AM – 3.30PM.

'Owner' means the party specified as such in the Quotation, which owns or otherwise has the right to hire out the Equipment.

'Premises' means the premises at which the Equipment will be located during any Term specified, as set out in the Quotation or otherwise agreed to in writing by the Owner.

'Quotation' means the quotation for provision of Equipment and any associated Services appended to these Terms.

'Services' means any services provided by or on behalf of the Owner to the Customer that are in any way associated with the Equipment.

'Service Docket' means any docket, proof of delivery or proof of collection relating to the delivery and return of the Equipment or to any Services provided by or on behalf of the Owner to the Customer that are in any way associated with the Equipment.

'SuperProtect' means the damage waiver option given by the Owner to the Customer at the time of hire of the Equipment which the Customer is entitled to choose and which is subject to these Terms and Conditions.

'Stored Goods' means any contents stored in the Equipment during the Term including but not limited to while the Equipment is in the possession, care, custody or control of the Customer and where the Customer has allowed the Equipment to be held, kept or stored at any premises.

'Term' means the period of the Agreement commencing at the time of delivery to or collection by the Customer of the Equipment on the Commencement Date and ending on the earlier of the date of termination by the Owner or the date of return of the Equipment to the Owner's yard or if the Equipment is to be stored by the Owner, then the date the storage ends for whatsoever reason or as otherwise agreed between the Owner and Customer.

'Terms and Conditions' means these master Terms and Conditions of Equipment Hire and Services, and as amended from time to time, and which govern all transactions between the Owner and Customer.

'Transport Regulations' means any and all applicable State or Territory laws or regulations relating to the transport of goods throughout Australia.

'Wet Hire' means the hire of the Equipment with an operator, provided that the operator remains the employee of or contractor to the Owner during the Term but acts under the sole direction of the Customer.

2. INTERPRETATION

In these Terms unless the context otherwise requires:

- (a) the singular includes the plural and vice versa.
- (b) headings are included for convenience only and do not affect interpretation.

3. TERM AND NATURE OF HIRE

- (a) Any hire of Equipment and / or supply of Services by the Owner to the Customer made from time to time after the date of acceptance of these Terms and Conditions is a hire and / or supply of Services pursuant to the Agreement and any such hire and / or supply of Services does not give rise to a new or separate agreement.
- (b) These Terms and Conditions override any items and conditions in any document or order from the Customer in relation to the Equipment, any industry practice and earlier course of dealing. This clause applies even if the Customer's order or other document contains a clause inconsistent with this clause 3(b).
- (c) Where applicable, the Agreement is a claim for payment under the relevant Building and Construction Industry Security of Payment legislation in the relevant state or territory.
- (d) In consideration of the Customer agreeing to pay the Hire Charges, the Owner agrees to hire to and provide any requested Services to the Customer, and the Customer agrees to hire the Equipment from the Owner and accept the requested Services for the Term, on the terms of the Agreement.
- (e) The type of hire (Wet Hire or Dry Hire, if applicable) is as set out in the Quotation.
- (f) A Minimum Hire Period may apply in respect of certain Equipment. The Owner will advise the Customer at the time of hiring if a Minimum Hire Period applies. If the Equipment is returned to the Owner before expiry of the Minimum Hire Period, the Customer agrees to pay all hire charges in respect of the Minimum Hire Period.

4. CALCULATION OF HIRE & ASSOCIATED CHARGES

- (a) Hire Charges are set out in the Quotation.
- (b) Hire Rates are calculated based on a maximum of 60 hours of operation per week for single shift use only. Each hour over the 60 hour maximum will be subject to a surcharge, equal to 75% of the weekly hire rate divided by 60 unless an alternate rate is agreed in writing prior to hire of the Equipment.
- (c) Labour charges will be calculated on the basis set out in the Quotation and are subject to:
 - a. an 8-hour minimum
 - b. overtime charges as set out in the Quotation for hours worked outside of Normal Time
- (d) All transport outside of Normal Time will incur a 30% surcharge to the quoted rate.
- (e) Any transport delays other than through the negligence of Owner will incur a surcharge for waiting time, calculated in accordance with the Quotation.
- (f) The Owner reserves the right to charge cancellation fees in the event the Customer cancels after 5PM on the day prior to the scheduled works. Cancellation fees may include but not exceed:
 - a. the transportation costs as set out in the Quotation including any relevant fuel levy's, pilots or permits.
 - b. One day hire for booked plant and equipment.

- c. Minimum hours for booked operator/s and dogmen.

5. PAYMENT TERMS AND DEFAULT

- (a) Standard payment terms are 30 days from the date of the invoice, unless otherwise specified in writing by the Owner. It is agreed that the payment terms between the Owner and Customer is an essential term of the Agreement.
- (b) All amounts payable by Customer shall be free of set off, counter claim, cross demands, retentions or deductions unless prior approved in writing by the Owner.
- (c) No stand-down rate will apply unless agreed by the Owner and Customer in writing 7 days prior to the commencement of the stand down period. Stand down requests will not be considered for RDOs (Rostered Day Off), long weekends, inclement weather or industrial action.
- (d) In the event the Customer defaults in payment of any invoice when due, then:
 - i. all amounts that have been invoiced as at the date of the default, including those not yet due, fall immediately due; and
 - ii. the Owner reserves the right to charge the Customer interest calculated daily at a rate equal to 2% per annum above the Reserve Bank of Australia (RBA)'s official cash rate on any unpaid amounts due to the Owner and the Customer agrees to pay the interest charges to the Owner on invoice or demand.

6. USE OF THE EQUIPMENT

The Customer (and its employees and agents):

- (a) must use the Equipment solely for the purpose for which it is designed.
- (b) must not modify or alter the Equipment in any way.
- (c) must use the Equipment only in accordance with the Manufacturer's Recommendations and with the Owner's directions from time to time and in accordance with the applicable legislation and regulations.
- (d) must take all necessary precautions to ensure that the Equipment is not damaged in any way, other than fair wear and tear.
- (e) must promptly notify the Owner of any damage to or fault with the Equipment.
- (f) must store the Equipment at the Premises in accordance with the Owner's recommendations and with the Owner's directions from time to time.
- (g) must grant reasonable access to the Owner to allow the Owner to inspect the Equipment from time to time during the Term.
- (h) must complete the Owner's site induction if being granted access to the Owner's site and retain records of this completion.
- (i) transmit a copy of the Completed Pre-Start Page as is available in hard copy with the crane or digitally here <https://www.prestonhire.com.au/terms-conditions/>, to the Owner at least once a week. Failure to do so will incur a fee of \$150 per week.

7. EQUIPMENT MAINTENANCE AND REPAIRS

- (a) The Owner will provide the Equipment to the Customer in clean and good working order.
- (b) Where the type of hire is a Dry Hire, the Customer must:
 - i. maintain the Equipment in accordance with the Manufacturer's Recommendations and with the Owner's directions from time to time and otherwise, so as to ensure that the Equipment remains in the same condition as it was supplied to the Customer, fair wear and tear excepted; and
 - ii. supply all fuel, oil and grease necessary for operation and maintenance of the Equipment.
- (c) Where the type of hire is a Wet Hire, the Customer is responsible for fuel.
- (d) Equipment must be returned with a full tank of fuel (for both Wet Hire and Dry Hire). If not returned full, Customer will be charged \$4.00 per litre for fuel.
- (e) The Customer must notify the Owner immediately upon becoming aware of any repairs or OEM scheduled servicing required.
- (f) All servicing and repairs to the Equipment will be undertaken by or arranged by the Owner. The Customer must not undertake to repair the Equipment or perform any scheduled servicing on the Equipment.

8. OWNERSHIP, RISK AND IDENTIFICATION

- (a) The legal and beneficial ownership of the Equipment remains the sole and exclusive property of the Owner.
- (b) Risk in and responsibility for the Equipment passes to the Customer when the Equipment is Delivered.
- (c) Where repairs to the Equipment are required during the Term that result from an act or omission or the negligence of the Customer, the Equipment shall remain on hire and the Customer shall:
 - i. pay for the reasonable direct costs of the repairs; and

- ii. continue to pay the hire charges for the Equipment for the reasonable period that the Owner requires to complete the repairs.
- (d) The Equipment must not be removed from the Premises and the Customer must not otherwise part with the possession of the Equipment outside of its ordinary course of business and without the prior written consent of the Owner.
- (e) The Customer must not deface, remove or alter any identification plate or other form of identification from the Equipment.
- (f) The Customer must not grant or purport to grant any security interest over any of the Equipment without the prior written consent of the Owner.
- (g) The Customer is solely responsible for any damage to, spoilage of or theft of any contents stored in the Equipment during the Term including but not limited to while the Equipment is in the possession, care, custody or control of the Customer or where the Customer has allowed the Equipment to be held, kept or stored at any premises.

9. SUPERPROTECT OPTION

- (a) SuperProtect is an agreement between the Owner and the Customer that the Customer's liability for loss or damage to the Equipment can be limited in some circumstances to the SuperProtect fees and an amount called the damage waiver excess.
- (b) SuperProtect:
 - i. is provided through the Owner's SuperProtect option and will apply upon selection of this option by the Customer on and from commencement of the Term.
 - ii. applies to all hires as set on in this clause, subject to the conditions below, and in consideration of payment of the SuperProtect fees.

SuperProtect fees

- (c) Applicable fees for SuperProtect payable by the Customer are as follows and unless otherwise agreed between the Owner and Customer:
 - i. in the case of dry hire:
 - (A) 12.5% of the total value of the daily hire rate (excluding GST) payable by the Customer over the Term; and
 - (B) the SuperProtect Excess.
 - ii. in the case of all hires where the Equipment is or may be operated over water:
 - (A) 30% of the total value of the daily hire rate (excluding GST) payable by the Customer over the Term; and
 - (B) the SuperProtect Excess.
 - iii. The amount of the SuperProtect Excess will be:
 - (A) in the case of dry hire, \$15,000 plus GST, in the event a claim is reasonably required to be made by the Owner to its insurer.
 - (B) in the case of all hires where the Equipment is or may be operated over water: \$30,000 plus GST, in the event a claim is reasonably required to be made by the Owner to its insurer.
- (d) The Owner's SuperProtect option does not apply and will not limit the Customer's liability in the following circumstances:
 - i. the loss or damage is due to the Equipment being lost or stolen or where reasonable care has not been taken by the Customer to protect the Equipment.
 - ii. the loss or damage results from misuse, abuse, overloading or exceeding the rated capacity of the Equipment.
 - iii. the damage is caused to the Equipment by exposure to any corrosive substances.
 - iv. the damage occurs to the tyres, glass and / or ropes of the equipment, other than arising from fair, wear and tear.
 - v. the loss or damage occurs to accessories to the Equipment including but not limited to air conditioners, batteries and mirrors.
 - vi. the loss or damage arises from a third-party claim in respect of hire of the Equipment, other than loss or damage caused by the Owner's negligence or breach of this Agreement.
 - vii. where the Equipment has been wilfully damaged by the Customer or its employees or agents.
 - viii. where the Customer has failed to notify the Owner of the loss or damage within 1 Business Day of the Customer becoming aware of the loss or damage.
- (e) Where the SuperProtect option does not apply, the Customer's liability for loss or damage will otherwise be in accordance with the terms of this Agreement.

Self-Insurance Option

- (f) Payment of the fees for SuperProtect must be made on all Equipment, unless the Owner agrees to accept a certificate of insurance provided by the Customer at the Customer's own cost in relation to the Equipment. If

the Customer chooses to insure the Equipment instead of selecting the Owner's SuperProtect option, then the Customer:

- i. must do so for the reasonable value of replacement at a minimum; and
- ii. must provide to the Owner before the date of commencement of the Term, a certificate of currency that reflects the actual details of the Equipment hired from the Owner or that the Customer has satisfactory Hire in Plant coverage. The Owner is unable to accept any retrospective certificate of currency.

10. WARRANTIES– NON-CONSUMER EQUIPMENT AND SERVICES

- (a) This clause 10 applies where the amount payable for the hire of the Equipment and / or related services during the Term exceeds AUD\$100,000 (or such other amount as may be prescribed by the Australian Competition & Consumer Act 2010 and its regulations from time to time) or where the Equipment and / or Services are not ordinarily acquired for personal, domestic or household use.
- (b) To the extent permitted by law:
 - i. the Owner excludes all express and implied warranties in respect of the Equipment and Services that would otherwise be implied by the law into the Agreement.
 - ii. the Owner excludes all liability for any damage, whether arising in contract, tort (including, without limitation, negligence or breach of statutory duty) other than damage caused by the Owner's negligence or breach of this Agreement.
 - iii. the Owner excludes all liability to compensate the Customer for any Consequential Loss.

11. WARRANTIES– CONSUMER EQUIPMENT AND SERVICES

- (a) This clause 11 applies only where the amount payable for the Hire of the Equipment and / or Services during the Term is AUD\$100,000 or less (or such other amount as may be prescribed by the Australian Competition & Consumer Act 2010 and its regulations from time to time) or the Equipment and / or Services are ordinarily acquired for personal, domestic or household use.
- (b) To the extent permitted by law, the Owner's liability for any breach of any warranty or any term implied by the law into the Agreement is limited to any one or more of the following at the Owner's option:
 - i. in relation to the hire of the Equipment:
 - (A) the replacement of the goods or the supply of equivalent goods.
 - (B) the payment of the cost of replacing the goods or of acquiring equivalent goods;or
 - ii. in relation to the Services:
 - (A) the supply of the services again; or
 - (B) the payment of the cost of having the services supplied again.

12. LIABILITIES AND INDEMNITIES

- (a) The Customer will be responsible for and will indemnify the Owner against liability for:
 - i. loss or damage to property, or injury to persons, suffered or incurred in connection with the hire or use of the Equipment by the Customer, its agents and employees, and
 - ii. loss or damage to the Equipment,

arising during the Term (including if such liability is caused or contributed to by a third party) but excluding loss, damage or injury arising from the Owner's negligence.

- (b) The amount of all claims, damages, costs and expenses which may be paid, suffered or incurred by the Owner in respect of any such loss, damage or injury under clause 12(a) will be made good at the Customer's expense. The Owner will take all reasonable steps to mitigate its costs and expenses in these circumstances.
- (c) The Customer will indemnify the Owner against all costs, losses and damages suffered or incurred by the Owner as a result of the Customer, its employees or agents breach of a term of this Agreement, or the negligence of the Customer, its employees and agents associated with or arising from use of the Equipment or acquiring the Services.
- (d) To the extent permitted by law, the Customer will indemnify the Owner for all costs and expenses reasonably incurred by the Owner to enforce its rights under this Agreement, including legal costs and expenses on a solicitor / client basis and including costs associated with the registration, enforcement or discharge of any Security Interest granted to the Owner by the Customer in relation to this Agreement. The Owner will take all reasonable steps to mitigate its costs and expenses in these circumstances.
- (e) The indemnities contemplated by this clause 12 shall survive termination of this Agreement.

13. TERMINATION OR EXPIRATION

- (a) The Owner may terminate this Agreement by written notice to the Customer with immediate effect if:

- i. the Customer breaches a material provision of the Agreement and does not remedy that breach within a reasonable period of time, having regard to the nature of the breach; or
 - ii. otherwise, on 30 days written notice.
- (b) On the termination or expiry of the Agreement, the Customer must:
 - i. return the Equipment to the Owner at its nominated premises.
 - ii. allow the Owner such access to the Premises or otherwise at Customer's cost so as to allow Owner to collect the Equipment.
 - iii. subject to these Terms and Conditions, pay to the Owner the cost of repairing any damage to the Equipment, other than fair wear and tear.
 - iv. pay to the Owner any and all other charges owing under this Agreement, and any legal fees to recover possession of the Equipment.

14. CUSTOMER'S ACKNOWLEDGEMENTS

The Customer acknowledges that;

- (a) it was aware of the performance specifications of the Equipment prior to entering into the Agreement.
- (b) it has not relied on any representations of the Owner, its employees or agents in choosing the Equipment or determining whether the Equipment is fit for its purpose.
- (j) it has the opportunity to inspect the Equipment prior to entering into the Agreement or upon delivery of the Equipment, and that by continuing with the hire it will be deemed to have accepted the Equipment in its then current condition. Upon inspecting the Equipment, the Customer must promptly notify the Owner of any issues, damage or faults with the Equipment.

15. ASSIGNMENT

The Customer may not assign or attempt to assign the Agreement or any right under the Agreement without the prior written consent of the Owner.

16. TRANSPORT SERVICES

- (a) Where the Owner or its subcontractors provide delivery, carriage, collection or relocation Services, it is agreed that neither the Owner nor its subcontractors are common carriers and accept no liability as such.
- (b) All delivery, carriage, collection or relocation Services are subject to all applicable Transport Regulations, including relevant National Heavy Vehicle Regulations.
- (c) All delivery, carriage, collection or relocation Services undertaken by the Customer or its subcontractors are performed at the Customer's risk and to the extent permitted by law the Customer bears the risk of loss or damage arising out of transporting the Equipment or its contents, other than where the loss or damage is caused by the Owner's own negligence.
- (d) The Customer must not place or cause to be placed into the Owner's Equipment any material or items that are or are liable to be explosive, flammable, hazardous or damaging without presenting to the Owner a full description of such material or items and this obligation must be part of any term of sub-hire, in favour of the Owner.

17. ENTIRE AGREEMENT

This Agreement:

- (a) constitutes the entire agreement of the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter; and
- (b) may only be altered in writing signed by all parties.

18. GOVERNING LAW AND JURISDICTION

- (a) This Agreement is governed by the laws of the state or territory of Australia in which the hire is undertaken.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts in that State and Courts entitled to hear appeals from those Courts.

19. NOTICE

- (a) A notice to be given by a party to another party under the Agreement must be:
 - i. in writing;
 - ii. addressed to the recipient's postal address or email address as specified in [Quotation]; and
 - iii. sent by prepaid registered post or by email, or hand delivered, and will be deemed to have been received by the recipient:
 - 1. on the day of hand delivery or email; or
 - 2. 3 days after the date posting by prepaid registered post.
- (b) The provision of this clause is in addition to any other mode of service permitted by law.

20. TAXES

- (a) Any duty or other taxes levied on or payable by the Owner in connection with this Agreement, including GST, must be paid by the Customer to the Owner on demand.

21. SECURITY INTERESTS AND PPSA

- (a) Defined terms in this clause have the same meaning as given to them in the Personal Property Securities Act 2009 (Cth).
- (b) The Owner and the Customer acknowledge that the Owner, as Secured Party, is entitled to register its security interests as a PPS lease and purchase money security interest (PMSI) on the Personal Property Securities Register (PPSR) in accordance with the PPSA.
- (c) Where the Customer has previously entered into an agreement with the Owner by which the Customer has granted a charge, mortgage or other security over real property and / or personal property, those charges, mortgages or other security interests shall continue and co-exist with the obligations and security interests created in this Agreement. The Owner may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.
- (d) To the extent permissible at law, the Customer waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer, as Grantor, to the Owner.
- (e) The Owner and Customer acknowledge that for the purpose of section 109(1) of the PPSA, any lease under this Agreement does not secure payment or performance of an obligation. However, if Chapter 4 of the PPSA does apply to the enforcement of any security interest arising under this Agreement, the Customer agrees, to the extent permissible at law, to the following:
 - i. that nothing in sections 130 or 143 of the PPSA will apply to this Agreement or the Security under this Agreement.
 - ii. to waive its right to do any of the following under the PPSA:
 - (A) receive notice of removal of an Accession under section 95.
 - (B) receive notice of an intention to seize Collateral under section 123.
 - (C) object to the purchase of the Collateral by the Secured Party under section 129.
 - (D) receive notice of disposal of Collateral under section 130.
 - (E) receive a Statement of Account if there is no disposal under section 130(4).
 - (F) receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.
 - (G) receive notice of retention of Collateral under section 135; redeem the Collateral under section 142; and
 - (H) reinstate the Security Agreement under section 143.
 - iii. All payments received from the Customer must be applied in accordance with section 14(6)(c) of the PPSA.
- (f) The Owner and the Customer agree not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances required by sections 275(7) (b) to (e) of the PPSA. The Customer agrees that it will only authorise the disclosure of information under section 275(7)(c) or request information section 275(7)(d) of the PPSA if the Owner approves. Nothing in this clause will prevent any disclosure by the Owner that it believes is necessary to comply with its other obligations under the PPSA.
- (g) To the extent that it is not inconsistent with clause 26(a) constituting a "Confidentiality Agreement" for the purpose of section 275(6)(a) of the PPSA, the Customer agrees that the Owner may disclose information of the kind mentioned in section 275(1) of the PPSA to the extent that the Owner is not doing so in response to a request made by an "interested person" (as defined in section 275(9) of the PPSA) pursuant to section 275(1) of the PPSA.

22. FORCE MAJEURE

- (a) Neither party will be liable for failing to perform its obligations under this Agreement as long as the failure is triggered by something beyond its reasonable control (Force Majeure Event). This clause does not excuse payment of monies due.
- (b) Where either the Owner or the Customer can no longer perform their obligations under this Agreement by virtue of a Force Majeure Event, they shall immediately notify the other Party of the Force Majeure Event and shall be temporarily relieved of their respective obligations under this Agreement whilst the Force Majeure Event continues. Regardless of such relief, the Party making the notification of the Force Majeure Event shall do everything within its power to minimise the duration of the Force Majeure Event and shall notify the other Party immediately upon cessation of the circumstances relating to the Force Majeure Event.
- (c) Without limiting any of the Owner's rights under any other clause of this Agreement, if the Force Majeure Event continues for a period in excess of fourteen (14) calendar days, the Owner or

Customer may terminate this Agreement at their discretion without penalty and in which case comply with its termination obligations herein.

23. NO WAIVER

- (a) No waiver of any of these Terms and Conditions or failure to exercise a right or remedy by the Owner will be considered to imply or constitute a further waiver by the Owner of the same or any other term, condition, right or remedy.

24. SEVERANCE

- (a) Any terms herein found to be void, unenforceable or illegal may, to that extent, be severed from the Agreement.