

In the following Conditions:

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth), as amended or replaced from time to time.

Conditions means the sales terms and conditions which shall govern the terms of sale and supply of Goods and/or Services from LEMAC to the Customer as set out in this document.

Consumer means a consumer within the meaning of Section 3 of the Australian Consumer Law.

Customer means the person who acquires Goods and/or Services from LEMAC.

Goods means all and any cameras, camera equipment, imaging technology, accessories, spare parts and other goods agreed to be supplied by LEMAC to the Customer as set out in the Purchase Order.

Insolvency Event in respect of a party means a meeting has been convened, resolution proposed, petition presented or order made for the winding up of the party, a receiver, receiver and manager, provisional liquidator, liquidator or other officer of the Court has been appointed in relation to all or any material asset of the party, a mortgagee or chargee has taken, attempted or indicated an intention to exercise its rights under any security of which the party is the mortgagor or chargor, the party is insolvent within the meaning of section 95A of the Corporations Act, the party has stopped paying its debts as and when they fall due, the party has been served with a demand under section 459E of the Corporations Act which it is taken, under section 459F of the Corporations Act, to have failed to comply with, the party is subject to administration under Part 5.3A of the Corporations Act, the party in bankrupt, or any other similar or analogous event has occurred in any jurisdiction.

LEMAC means LEMAC (AUSTRALIA) PTY. LIMITED (A.C.N. 005 455 685) of 277 Highett Street, Richmond in the State of Victoria.

LEMAC Party has the meaning given in clause 12.3(a).

PPSA means the Personal Property Securities Act 2009 (Cth).

Purchase Order means an order placed by a Customer for Goods and/or Services.

Purchase Order Contract means each contract arising from LEMAC's acceptance of a Purchase Order.

Services means all and any production support, post, technical and/or other services to be supplied by LEMAC to the Customer as described in the Purchase Order.

Unless otherwise clearly stated in writing by LEMAC, the following Conditions will apply to the supply of Goods and/or Services by LEMAC and will therefore be incorporated into each contract between LEMAC and the Customer.

1. GENERAL TERMS

1.1 Unless LEMAC otherwise agrees in writing, the Conditions are the only contractual terms and conditions to which LEMAC and the Customer will be bound.

1.2 The matters referred to in the Purchase Order (and any pages annexed hereto) and these Conditions constitute a contract between LEMAC and the Customer. These Conditions shall prevail over any other terms and conditions that may contain terms and conditions that may be inconsistent or contrary to those contained herein.

1.3 These terms and conditions shall apply to the exclusion of all other agreements and prior representations, unless subsequently evidenced in writing by LEMAC and the Customer, and shall be the whole of the agreement between LEMAC and the Customer.

2. DESCRIPTION OF GOODS

The Goods for sale shall match the description as provided in the Purchase Order. Any description of any Goods in any brochure, document or other sales

literature used by LEMAC shall not form part of the Purchase Order Contract.

3. SCOPE OF SERVICES

The Services LEMAC will provide are those requested by the Customer in the Purchase Order. The Customer authorises LEMAC to perform such Services (including any related services) which in LEMAC's reasonable opinion are necessary to fully carry out the Purchase Order, even if not all the particular Services are specified in the Purchase Order.

4. DESIGN CHANGES

LEMAC shall have no obligation to make alterations in the design and construction of Goods previously accepted and delivered even though design changes are incorporated in the Goods subsequently being delivered.

5. PRICES AND VARIATION

5.1 Unless otherwise agreed by LEMAC and the Customer in writing and subject to clause 5.4, the price of the Goods sold and/or Services provided shall be that specified in the Purchase Order, excluding any delivery costs unless otherwise specified, which shall be an additional charge.

5.2 All Purchase Orders not exceeding AU\$500.00 will be charged with an additional package and handling fee of AU\$20.00.

5.3 Subject to clause 5.4, the price of the Goods and/or Services (where applicable) is set out in the Purchase Order. If the price is not specified in the Purchase Order, the price for the relevant Goods and/or Services on LEMAC's current price list will apply. Any prior verbal quotations provided by LEMAC are subject to its subsequent written confirmation.

5.4 LEMAC reserves the right without notice to vary the price of Goods and Services whether or not a deposit or any partial payment has been received by LEMAC for such Goods or Service to the extent the cost of providing the Goods or Services has increased due to circumstances beyond its control, including but without limiting the generality of the foregoing any variation in LEMAC's exchange rates, taxes, levies, imposts, duties, premiums, costs of local and imported goods, wages, labour conditions, outside services, rates of freight, tariff rate classification, fees or charges however designed, and to correct errors and omissions.

6. GOODS AND SERVICES TAX

6.1 Words or expressions used in this clause 6 which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this clause.

(a) Any consideration payable or to be provided for a supply made under or in connection with any Purchase Order Contract unless specifically described by LEMAC as 'GST inclusive', does not include any amount on account of GST. If GST is payable on any supply made under or in connection with any Purchase Order Contract (not being a supply the consideration for which is specifically described by LEMAC as 'GST inclusive'), the recipient of the supply must pay to the supplier, an additional amount equal to the GST payable on the supply provided that the supplier gives the recipient a tax invoice for the supply.

(b) If a payment to a party under a Purchase Order Contract is a reimbursement or indemnification or otherwise calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of the GST group that party is a member of (as the case may be), is entitled in respect of that loss, cost or expense.

7. PAYMENT

7.1 Payment must be made to LEMAC for Goods (upon the earlier of collection and issue of an invoice) and Services (upon the earlier of supply and issue of an invoice), unless otherwise agreed in writing between the parties.

7.2 If the Customer fails to comply with the terms of payment in clause 7.1, breaches any other Condition

or is affected by an Insolvency Event, then without limiting any other rights or remedies of LEMAC:

(a) in the case of a payment failure, the Customer agrees that it will pay LEMAC a late payment charge amount equal to two (2) per centum per month on all monies from time to time in respect of Goods and/or Services including all charges from time to time owing by the Customer;

(b) LEMAC reserves the right to discontinue or suspend the supply of Goods and/or Service to the Customer and/or to terminate any Purchase Order Contract immediately on notice to the Customer; and

(c) LEMAC reserves the right to withdraw at any time any credit facilities extended to the Customer where payment is not received or where such other acts or omissions of the Customer are objectionable to LEMAC.

7.3 No discount shall be allowed except where otherwise agreed by LEMAC in writing.

7.4 Where a Customer opens an account with LEMAC, the Customer may be required to nominate referees or guarantors (that shall be acceptable to LEMAC) prior to credit trading being approved by LEMAC.

7.5 The Customer authorises LEMAC (and its servants and agents) to make all reasonable inquiries to verify the information given to LEMAC by the Customer and that the Customer can satisfy its commitments pursuant to these Conditions and any Purchase Order Contract.

7.6 Invoices may be issued by LEMAC and will be payable by the Customer in respect of each delivery of the Goods and/or each supply of the Services, notwithstanding that the balance of the order has not been nor will not be delivered for any reason.

8. DELIVERY AND RETURN OF GOODS/ PROVISION OF SERVICES

8.1 Unless LEMAC otherwise agrees in writing, stamp duty, delivery, carriage insurance, handling, storage and packaging and any other expenses relating to the Goods and Services shall be charged to and paid by the Customer.

8.2 In the absence of specific instruction from the Customer, LEMAC will select the carrier and make such agreement with the carrier as LEMAC in its absolute discretion deems appropriate.

8.3 LEMAC will endeavour to deliver the Goods and/or provide Services within the Customer's required delivery period, but subject to clause 12.1, LEMAC shall not in any event be liable for any loss or damage directly or indirectly sustained from any failure to deliver within such period. Time shall not be the essence of any Purchase Order Contract (except as to payment) and any delay shall not be the basis of the Customer's cancellation of any Purchase Order Contract. The Customer is not entitled to reject Goods on the basis of late delivery or to reject Services on the basis of late performance.

8.4 Subject only to clause 12.1, LEMAC shall not be liable for any loss or damage resulting from any failure to give notice of any delay in delivery.

8.5 LEMAC reserves the right to deliver the goods by instalments at its absolute discretion and in such circumstances the Customer shall accept delivery of such Goods by instalments.

8.6 Where in order to deliver or collect Goods, LEMAC or its carrier enters into the Customer's premises, the Customer shall provide full and safe access to LEMAC or its carrier and their representative, employees and agents, and shall be liable for and indemnify LEMAC against all loss, damage to property and injury to persons, occurring directly or indirectly as a result of the failure by the Customer to ensure full and safe access.

8.7 The Customer shall be responsible for providing adequate labour and/or material handling equipment for the loading and unloading of Goods at its premises.

8.8 Where LEMAC agrees to collect Goods from the Customer's premises, the Customer shall ensure that the Goods are all available for collection at an easily accessible central point and that they are ready for loading at the time LEMAC arrives to collect them.

8.9 The Customer's return of Goods to LEMAC for credit will require the prior written approval of LEMAC, which may be given or withheld by LEMAC in its absolute discretion.

8.10 If any Goods are returned to LEMAC, the Customer shall ensure that they are returned complete together with all operations manuals and accessories in a safe and workable condition, having regard to the risk to:

- (a) persons handling them and in their vicinity; and
- (b) damage to the Goods themselves.

In addition and where applicable, the Customer will be solely responsible for making a copy of any existing data recorded on the Goods prior to any return.

8.11 Subject only to clause 12.1, claims by the Customer for short or damaged deliveries must be made within seven (7) days from the date of delivery and LEMAC shall have no liability for claims made after such time.

8.12 Subject only to clause 12.1, LEMAC will not be liable or responsible for any loss, liability, damage, cost or expense suffered by the Customer relating to any Goods or Services, including without limitation from any failure by LEMAC to fulfil any of the terms and conditions herein, including without limitation any obligation or liability in respect of any damage to or malfunction of any item supplied, to the extent such failure, damage or malfunction is due to any delay or other cause beyond the control of LEMAC.

8.13 Subject to clause 10, where Goods are incorrectly ordered by the Customer, supplied and subsequently returned, such Goods may be accepted at and subject to the discretion of LEMAC and a restocking fee of twenty (20) percent of the purchase price of the Goods shall be paid together with any package and handling fee incurred by LEMAC as a result thereof, within thirty (30) days of the date of invoice.

8.14 Without limiting the generality of clause 10, no return of Goods will be accepted and no credit note will be issued by LEMAC for any Goods and/or Services specifically acquired for the customer.

8.15 Without limiting the generality of clause 10, if LEMAC is of the opinion that the Goods when returned are not in the same condition as they were when delivered to the carrier or directly to the Customer, a charge equal to the cost necessary to restore the Goods to their original condition or, if applicable, their replacement cost, shall be payable by the Customer upon demand by LEMAC.

8.16 Without limiting the generality of clause 10, if Goods are returned to LEMAC, which LEMAC is unable to resell to a third party or resell for the same amount as was sold to the Customer, then LEMAC may charge the Customer an amount equal to the loss incurred as a result of the Customer returning the Goods.

8.17 The place of delivery is LEMAC's premises either at 14-16 Punch Street Artarmon, NSW, or 2 Griffiths Street, Richmond, Victoria, or such other place as LEMAC may nominate.

9. OWNERSHIP AND RISK

9.1 Unless otherwise agreed in writing by LEMAC, risk in the Goods will pass to the Customer effective on the earliest to occur of:

- (a) collection of the Goods by the Customer;
- (b) delivery of the Goods to the Customer; and
- (c) delivery of the Goods to the carrier arranged by LEMAC.

9.2 Notwithstanding any credit granted to or anything contained in these Conditions to the contrary, LEMAC shall retain the full legal and beneficial ownership and title in and to all the Goods until the Customer has paid to LEMAC without set off or deduction the full amount due on all outstanding invoice(s) and all amounts owing on any account whatsoever to LEMAC. Until then the Customer will hold and (if applicable) sell the Goods as agent for LEMAC and the Customer shall store the Goods separately and with the interest of LEMAC as owner clearly marked on the Goods and the area in which they are stored. Any proceeds received by the Customer from the resale of the Goods shall be held by the Customer as trustee for LEMAC to the extent of the unpaid

invoiced price for all and any Goods and Services, any additional charges in relation to those Goods and any other amounts owing by the Customer, and the proceeds of the sale shall be forwarded to LEMAC in full as soon as is reasonable practicable after receipt by the Customer, and where the proceeds of sale are less than the aggregate of all amounts owing by the Customer to LEMAC, such proceeds shall be applied in practical satisfaction to the invoiced price or amount outstanding until all monies owing to LEMAC including for all Goods and Services supplied by LEMAC to the Customer have been paid for in full by the Customer to LEMAC.

9.3 Should the Goods be supplied by LEMAC to the Customer, and subsequently the Goods are lost or damaged after delivery and prior to payment, the Customer hereby agrees to indemnify LEMAC for such loss and damage.

9.4 If the Customer defaults or otherwise fails to pay any amount owing to LEMAC, then LEMAC may (but without limiting any other rights or remedies available to LEMAC under law, statute or equity) seize, repossess and/or sell the Goods and for such purpose LEMAC or its representatives may enter into any premises in or which LEMAC believes from time to time the Goods to be located. If the Goods have been incorporated into other equipment, LEMAC shall be entitled to remove such Goods from such equipment and LEMAC shall not be responsible for any loss or damage caused to the Customer or suffered by the Customer as a result of LEMAC having done so.

9.5 LEMAC shall have the right to enter into the Customer's premises or any other premises where the Customer stores the Goods or some of the Goods and to take the Goods from the Customer until the Goods and all other charges and amounts owing on any account including interest and delivery fees have been paid. If LEMAC is unable to resell the Goods at the same price or more as was invoiced to the Customer by LEMAC plus any other charges, then LEMAC shall be entitled to make claim, demand or institute, if necessary, an action to recover any loss or damage sustained by LEMAC due to LEMAC not being able to obtain the invoiced price plus the added expenses incurred by LEMAC as a result of non-payment by the Customer.

10. CANCELLATION

(a) Once a Purchase Order is accepted (to the fullest extent permitted by law), the Customer has no right to cancel or terminate the corresponding Purchase Order Contract.

(b) Without limiting the generality of clause 10(a), to the fullest extent permitted by law, Purchase Orders for Goods and/or Services including without limitation those specifically acquired by LEMAC for the Customer must not be cancelled by the Customer without LEMAC'S written consent (which may be given or withheld in LEMAC'S absolute discretion) and if applicable, with conditions attached. The cancellation of any order shall be made on terms which indemnify LEMAC against all loss associated with the cancellation.

11. CUSTOMER'S SPECIAL REQUIREMENTS

Changes to the specifications at the Customer's request either at the time of placing the Purchase Order or thereafter will only be accepted at LEMAC'S discretion. Such changes will only take effect when agreed in writing by LEMAC and which may result in a price variation.

12. LIMITATIONS OF LIABILITY

12.1 No exclusion or limitation

(a) To the extent that the Customer acquire Goods or Services from LEMAC or any of LEMAC'S related bodies corporate, agents, servants or subcontractors as a Consumer, the Customer may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified by agreement.

(b) Nothing in these Conditions operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability, implied or conferred under the Australian Consumer Law or any other statute, the exclusion, restriction or modification of which would:

(i) contravene that statute; or

(ii) cause any term of these terms and conditions to be void,

(Non-excludable Obligation).

12.2 Exclusion of implied obligations

Except in relation to Non-excludable Obligations, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on LEMAC are expressly excluded under these Conditions.

12.3 Limitation of liability

(a) Except in relation to Non-excludable Obligations, the liability of LEMAC (and each of LEMAC'S related bodies corporate, and each of LEMAC and their respective officers, employees, agents, servants or subcontractors) (LEMAC Parties) to the Customer arising directly or indirectly under or in connection with these Conditions and/or any Purchase Order Contract, the performance or non-performance of these Conditions and/or any Purchase Order Contract or the Goods or Services and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited as follows:

(i) LEMAC and each LEMAC Party shall have no liability of any kind, except in the case of fraud;

(ii) without limiting the generality of clause 12.3(a) (i), LEMAC and each LEMAC Party, and each of their respective officers, employees, agents will have no liability whatsoever to the Customer for any loss, harm, damage, cost, liability or expense (including legal fees) in the nature of special, indirect or consequential loss or damage, nor any economic loss, loss of contract, loss of profit or revenue, loss of opportunity, loss of production, production stoppage or loss of data; and

(iii) without limiting the generality of clause 12.3(a) (i), the aggregate of LEMAC'S liability to the Customer in respect of particular Goods or Services, including Goods or Services the subject of a particular Purchase Order, including any liability of any LEMAC Party, is otherwise limited to one of the following options, as determined by LEMAC in its absolute discretion:

(A) paying the relevant Customer an amount not exceeding consideration for the relevant Goods or Services paid by that Customer under these Conditions;

(B) resupplying the relevant Goods and/or Services to the Customer; or

(C) paying the Customer the cost of resupplying the relevant Goods and/or Services or repairing the Goods,

(b) In relation to Non-excludable Obligations (other than a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law), except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which LEMAC'S liability is not so limited under these Conditions), LEMAC'S liability to the Customer for a failure to comply with any Non-excludable Obligation is limited to:

(i) in the case of Services, the cost of supplying the Services again or payment of the cost of having the Services supplied again; and

(ii) in the case of Goods, the cost of replacing the Goods, supplying equivalent goods or having the Goods repaired, or payment of the cost of replacing the Goods, supplying equivalent goods or having the Goods repaired.

12.4 General

Subject to clause 12.1:

(a) all the exclusions and limitations of LEMAC'S and each LEMAC Party's liability in these Conditions apply in respect of any liability suffered or incurred in any way by the Customer however caused, including, but not limited to, for defective services or goods or defective performance, breach of contract, negligence at law or equity, lost, damaged or stolen goods and any other liability which may arise in connection with any Goods, Services or any Purchase Order Contract, other than as a result of fraud or deliberate misconduct by LEMAC;

(b) the Customer must not make a claim against LEMAC or any LEMAC Party, which is inconsistent with this clause 12 or any other exclusions and limitations of liability under these Conditions; and

(c) all exclusions and limitations of liability in these Conditions are separate and independent and do not limit each other.

13. REPAIRS AND PARTS

13.1 LEMAC does not promise the ready availability of parts for such Goods as may be required to be repaired from time to time.

13.2 Due to the complexity of some Goods, if during the course of the repair it is found that additional spare parts or labour is required then LEMAC reserves the right to re-quote and recover the additional cost from the Customer.

13.3 Quotations are valid for 30 days only subject to the price variations which are covered by clause 5 of this Contract.

13.4 All delivery charges to and from LEMAC whether for warranty or not are payable by the Customer and are not included in the quotation.

13.5 A half hour minimum charge for quotation at the current rate will be required for all repair work even if the Customer decides not to proceed with the repair. If more time is required to dismantle equipment for the purpose of quotation, the quotation fee will be calculated on the basis of the actual number of hours spent by LEMAC staff. NOTE: If an insurance quotation is not accepted then the quotation charge becomes the responsibility of the Customer.

13.6 LEMAC accepts no responsibility for Goods left more than 90 days after the Customer has been notified of the repair being completed and LEMAC has the right thereafter to sell the Goods to pay for the cost of the repairs and forward any balance after deduction of selling costs to the Customer. If a sale is impractical in the opinion of LEMAC then LEMAC may dispose of such Goods at its discretion.

13.7 Subject only to clause 12.1, no responsibility is accepted for fire, act of God, theft or damage to goods as specified in clause 16 of this Contract whilst in LEMAC's possession.

14. GOVERNING LAW AND JURISDICTION

These Conditions and any Purchase Order Contract is governed by and construed in accordance with the laws from time to time, of the State of Victoria. Both LEMAC and the Customer submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

15. INDEMNITY

To the fullest extent permitted by law and subject only to clause 12.1, the Customer:

15.1 agrees to indemnify and at all times hereafter to keep indemnified and hold LEMAC, and all LEMAC Parties and each of them harmless against all claims, losses, liabilities, damages fees, costs and expenses (whether as a result of negligence or otherwise) arising directly or indirectly out of any of the following:

(a) any act or omission of the Customer or any of its employees, personnel, agents, servants and subcontractors including any breach by the Customer or its employees, personnel, agents, servants and subcontractors of any of the Customer's obligations under any Purchase Order Contract;

(b) any negligent, unlawful or fraudulent act or omission or wilful misconduct of the Customer or its employees, personnel, agents, servants and subcontractors in connection with the Goods and/or Services or any Purchase Order Contract;

(c) the Customer's use, possession, ownership or resale of Goods to a third party; and

(d) the use, possession or ownership by such third party of the Goods or any part or parts thereof whether separately or in combination with any other equipment or material.

15.2 agrees that the indemnity in clause 15.1 shall survive the termination of any Purchase Order Contract and shall extend to cover all alleged defaults or defects in the Goods and/or Services or part(s)

thereof or instructions supplied for use in connection with the Goods and/or Services or out of any failure of the Goods and/or Services to perform a particular task or to achieve a particular result or to comply with any particular specification.

16. FORCE MAJEURE

To the full extent permitted by law, the Customer releases LEMAC from all and any liability for an in relation to or occurring out of any failure or transaction in performance of its obligation hereunder due in part or in whole to any cause whatsoever beyond LEMAC'S reasonable control.

17. COLLATERAL WARRANTIES AND REPRESENTATIONS

All prior statements and representations or collateral warranties that may have been given whether verbally or in writing by LEMAC or any LEMAC Party prior to the delivery of the Goods and/or Services are expressly excluded to the full extent allowed by law and accordingly LEMAC and each LEMAC Party is unconditionally and irrevocably released by the Customer from any claims it has or may in the future have relating to such statement or representation.

18. FITNESS FOR PURPOSE

Subject only to clause 12.1, the Customer shall not rely upon LEMAC'S expertise or judgment as to fitness or suitability of use for which the Customer may require the Goods and/or Services provided by LEMAC. [The Customer must not use the Goods for any purpose other than the intended use of the Goods.]

19. WAIVER

Failure by LEMAC to insist upon strict performance by the Customer of any Conditions contained herein shall not be taken to be a waiver thereof or of any rights of LEMAC in relation thereto and in any event shall not be taken to be a waiver of the same Conditions on any subsequent occasion and shall not discharge the Customer from any of its obligations pursuant to these Conditions.

20. PPSA

(a) The Customer acknowledges and agrees that these Conditions create a security interest in the Goods supplied to the Customer from time to time or at any time and their proceeds for the purposes of the PPSA securing the performance by the Customer of its obligations to LEMAC and all other monies payable by the Customer to LEMAC for any reason whatsoever.

(b) Nothing in these terms and conditions may be construed as an agreement or consent by LEMAC to:

(i) subordinate any security interest granted in favour of LEMAC in favour of any person; or

(ii) defer or postpone the date of attachment of any security interest granted in favour of LEMAC.

(c) The Customer must not create or cause to be created a security interest over, or in respect of its rights in, the Goods, other than a security interest arising under these Conditions.

(d) The Customer must not, without LEMAC's prior consent, allow:

(i) the Goods to become mixed or commingled with any other property;

(ii) the Goods to become an accession to any other property; or

(iii) any other property to become an accession to the Goods.

(e) The Customer must do all things and provide all information necessary to enable LEMAC to perfect its security interest in the Goods with the priority required by LEMAC, including:

(i) ensuring that the security interest is enforceable against third parties, or otherwise effective; and

(ii) assisting LEMAC to complete the registration of any financing statement or financing change statement (each as defined in the PPSA).

(f) The Customer must pay all costs incurred by LEMAC in connection with the registration of a financing statement or financing change statement (each as defined in the PPSA) in respect of a security interest granted by the Customer in favour of LEMAC.

(g) The Customer must immediately notify LEMAC if any other person attempts to enforce a security interest in the Goods.

(h) The Customer undertakes not to change any of its details recorded in a financing statement registered by LEMAC (including changing its ACN or any ABN allocated to a trust of which it is trustee or becoming the trustee of a trust) without giving LEMAC 10 business days' prior notice.

(i) LEMAC may apply or appropriate all money received from the Customer as LEMAC sees fit (including so as to enable LEMAC to preserve any purchase money security interest (as defined in the PPSA)). An application or appropriation by LEMAC will override any appropriation made by the Customer. For the purposes of section 14(6)(a) of the PPSA, this paragraph constitutes the method of payment application agreed by the parties.

(j) To the extent permitted by law, the Customer irrevocably waives its right to receive notice of a verification statement (as defined in the PPSA) in respect of each security interest granted in favour of LEMAC.

(k) To the extent permitted by law, the Customer and LEMAC contract out of sections 125, 132(3)(d), 142, 143 and (if permitted by section 115(7)) Part 4.3 (other than sections 123(1), 126, 128, 129(1), 133, 134(1), 136(1) and 136(2)) of the PPSA. The Customer irrevocably waives any rights under sections 95, 118, 121(4), 130 and 132(4) of the PPSA.

(l) Where LEMAC has rights or powers in addition to, or existing separately from, those in Chapter 4 of the PPSA, those rights and powers will continue to apply and are not limited or excluded (or otherwise adversely affected) by the PPSA.

(m) To the extent permitted by law, the Customer agrees not to exercise its rights to make any request of LEMAC under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.

21. NOTICES

21.1 All notices on accounts shall be in writing and may be hand delivered or sent by prepaid post or facsimile to the address for notices specified in the Contract for LEMAC and the Customer (or such other address as the parties shall notify the other in writing).

21.2 Any such notice or demand or account is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, two business days after the date of posting;

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight business hours after the transmission, the recipient informs the sender that it has not received the entire notice,

but if the delivery, receipt or transmission is not on a business day or is after 5.00pm on a business day, the notice is taken to be received at 9.00am on the next business day.

22. VOIDABILITY OF TERMS AND CONDITIONS

A term or part of a term of these Conditions or any Purchase Order Contract that is illegal or unenforceable may be severed from these Conditions or any Purchase Order Contract (as the case requires) and the remaining terms or parts of the term of these Conditions or any Purchase Order Contract (as the case requires) continue in force.