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SKYLINE PUMPS
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1. Definitions

1.1 "Skyline Pumps" means Skyline Pumps Pty Limited, its successors and assigns or any person acting on behalf of and with the authority of Skyline Pumps Pty Limited.

1.2 "Client" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally (where the context so permits, the term 'Client' shall also mean the Client's duly authorised representative).

1.3 "Goods" means all Goods, parts of Goods or Services supplied by Skyline Pumps to the Client at the Client's request from time to time which form the transaction and the basis for this contract (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).

1.4 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Skyline Pumps and the Client in accordance with clause 6 below.

1.5 "GST" means Goods and Services Tax (GST) as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

2. Acceptance

2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.

2.2 These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Skyline Pumps.

2.3 The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with Skyline Pumps and it has been approved with a credit limit established for the account.

2.4 In the event that the supply of Goods requested exceeds the Clients credit limit and/or the account exceeds the payment terms, Skyline Pumps reserves the right to refuse delivery.

2.5 Skyline Pumps reserves the right to substitute comparable Goods (or components of the Goods), and in all such cases Skyline Pumps will notify the Client in advance of any such substitution.

2.6 The Client acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, Skyline Pumps reserves the right to vary the Price with alternative Goods, subject to prior confirmation and agreement of both parties, as per clause 2.5.

2.7 Notwithstanding clause 2.6 Skyline Pumps also reserves the right, at its discretion, and where necessary, to introduce additional new Goods as part of the Goods to be supplied.

3. Electronic Transactions (Queensland) Act 2001

3.1 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.

4. Change in Control

4.1 The Client shall give Skyline Pumps not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, business practice, legal status etc.). The Client shall be liable for any loss incurred by Skyline Pumps as a result of the Client's failure to comply with this clause.

5. Authorised Representatives

5.1 Unless otherwise limited as per clause 5.2, the Client agrees that should the Client introduce any third party to Skyline Pumps as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Parts, and/or to request any variation thereto, on the Client's behalf (such authority to continue until all requested Parts have been delivered, or the Client otherwise notifies Skyline Pumps in writing that said person is no longer the Client's duly authorised representative).

5.2 In the event that the Client's duly authorised representative, as per clause 5.1, is to have only limited authority to act on the Client's behalf then the Client must specifically and clearly advise Skyline Pumps in writing of the parameters of the limited authority granted to their representative.

5.3 The Client specifically acknowledges and accepts that they will be solely liable to Skyline Pumps for all additional costs incurred by Skyline Pumps (including Skyline Pumps' profit margin) in providing any Parts, or variation/s thereto, requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 5.2 (if any)).

6. Price and Payment

6.1 At Skyline Pumps' sole discretion, the Price shall be either:
(a) as indicated on any invoice provided by Skyline Pumps to the Client; or
(b) Skyline Pumps' quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

6.2 Skyline Pumps reserves the right to change the Price:
(a) if a variation to Skyline Pumps' quotation is requested; or
(b) if unforeseen circumstances or unidentifiable difficulties which are beyond Skyline Pumps' control occur (including, but not limited to, inclement weather conditions; labour strikes; variations in foreign currency rates of exchange, freight costs, insurance costs; change of design; access limitations; obscured/latent defects which require remedial work; health hazards and safety considerations; prerequisite services by any third party not being carried out substantially or at all; or
(c) if during the course of the Services, the Goods cease to be available from Skyline Pumps' third party suppliers, then Skyline Pumps reserves the right to provide alternative Goods; or
(d) in the event of increases to Skyline Pumps in the cost of Goods and/or Services.

6.3 Variations will be charged for on the basis of Skyline Pumps' quotation, and will be detailed in writing, and shown as variations on Skyline Pumps' invoice. The Client shall be required to respond to any variation submitted by Skyline Pumps within ten (10) working days. Failure to do so will entitle Skyline Pumps to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

6.4 At Skyline Pumps' sole discretion, a deposit is required for non-account holding international Clients. The deposit amount will be determined by Skyline Pumps and agreed to by both parties on an ad-hoc basis to reflect the nature and quantum of any particular transaction.

6.5 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Skyline Pumps, which may be:
(a) the date which is thirty (30) days following the date of any invoice given to the Client by Skyline Pumps; or
(b) the date specified on any invoice or other form as being the date for payment.

6.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and Skyline Pumps.

6.7 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Skyline Pumps nor to withhold payment of any invoice because part of that invoice is in dispute.

6.8 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Skyline Pumps an amount equal to any GST Skyline Pumps must pay for any supply by Skyline Pumps under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

7. Delivery of Goods

7.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:
(a) the Client or the Client's nominated carrier takes possession of the Goods at Skyline Pumps' address; or
(b) Skyline Pumps (or Skyline Pumps' nominated carrier) delivers the Goods to the Client's nominated address (even if the Client is not present at the address).

7.2 At Skyline Pumps' sole discretion, the cost of delivery is included in the Price.

7.3 Any time specified by Skyline Pumps for delivery of the Goods is an estimate only. The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. Skyline Pumps will not be liable for any loss or damage incurred by the Client as a result of delivery being late. In the event that the Client is unable to take delivery of the Goods as arranged then Skyline Pumps shall be entitled to charge a reasonable fee for redelivery and/or storage.

8. Risk

8.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.

8.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Skyline Pumps is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Skyline Pumps is sufficient evidence of Skyline Pumps' rights to receive the insurance proceeds without the need for any person dealing with Skyline Pumps to make further enquiries.

8.3 If the Client requests Skyline Pumps to leave Goods outside Skyline Pumps' premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.

8.4 Skyline Pumps shall be entitled to rely on the accuracy of any designs, plans, measurements, specifications, quantities, and/or other information provided (in relation to the Goods and/or Services) by the Client. The Client acknowledges and agrees that in the event that any of that information provided by the Client is inaccurate, Skyline Pumps accepts no responsibility for any loss, damages, or costs howsoever resulting from these inaccurate plans, measurements, specifications, quantities or other information.

8.5 The Client acknowledges that variations of colour and texture may be inherent in the Goods. Skyline Pumps shall not be liable for any loss, damages or costs howsoever arising resulting from any variation of the colour or texture between surfaces, the different areas treated and/or batches supplied.

8.6 Where Skyline Pumps gives advice or recommendations to the Client regarding the suitability of any site for supplying the Goods/Services, and any such advice or recommendations are not acted upon, then Skyline Pumps shall require the Client to authorise commencement of the supplying of the Goods/Services in writing. Skyline Pumps shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Goods/Services being supplied.

8.7 Skyline Pumps shall not be liable for any defect in the Goods and/or Services if the Client does not follow Skyline Pumps' recommendations.

9. Underground Locations

9.1 Prior to Skyline Pumps commencing any work the Client, at Skyline Pumps' request, must advise of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, pumping services, electrical services, gas services, sewer services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.

9.2 Whilst Skyline Pumps will take all care to avoid damage to any underground services the Client agrees to indemnify Skyline Pumps in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 9.1.

10. Compliance with Laws

10.1 The Client and Skyline Pumps shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods and/or Services subject to this agreement.

10.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required in relation to the Goods and/or Services supplied under this agreement.

10.3 The Client agrees that the location/site/land/property where the Goods will be installed/fitted/repaired and/or Services will be supplied, will comply with any work health and safety (WHS) laws and any other relevant safety standards or legislation.

11. Title

11.1 Skyline Pumps and the Client agree that ownership of the Goods shall not pass until:
(a) the Client has paid Skyline Pumps all amounts owing to Skyline Pumps; and
(b) the Client has met all of its other obligations to Skyline Pumps.

11.2 Receipt by Skyline Pumps of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

11.3 It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 11.1:
(a) the Client is only a bailee of the Goods and must return the Goods to Skyline Pumps on request.
(b) the Client holds the benefit of the Client's insurance of the Goods on trust for Skyline Pumps and must pay to Skyline Pumps the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Skyline Pumps and must pay or deliver the proceeds to Skyline Pumps on demand.
(d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Skyline Pumps and must sell, dispose of or return the resulting product to Skyline Pumps as it so directs.
(e) the Client irrevocably authorises Skyline Pumps to enter any premises where Skyline Pumps believes the Goods are kept and recover possession of the Goods.
(f) Skyline Pumps may recover possession of any Goods in transit whether or not delivery has occurred.
(g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Skyline Pumps.
(h) Skyline Pumps may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

12. Personal Property Securities Act 2009 ("PPSA")

12.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

12.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Client to Skyline Pumps for Services – that have previously been supplied and that will be supplied in the future by Skyline Pumps to the Client.

12.3 The Client undertakes to:
(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Skyline Pumps may reasonably require to;
  (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  (ii) register any other document required to be registered by the PPSA; or
  (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii);
(b) indemnify, and upon demand reimburse, Skyline Pumps for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
(c) not register a financing change statement in respect of a security interest without the prior written consent of Skyline Pumps;
(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Skyline Pumps;
(e) immediately advise Skyline Pumps of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

12.4 Skyline Pumps and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

12.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

12.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

12.7 Unless otherwise agreed to in writing by Skyline Pumps, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.

12.8 The Client must unconditionally ratify any actions taken by Skyline Pumps under clauses 12.3 to 12.5.

12.9 Subject to any express provisions to the contrary (including those contained in this clause 12) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

13. Security and Charge

13.1 In consideration of Skyline Pumps agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

13.2 The Client indemnifies Skyline Pumps from and against all Skyline Pumps' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Skyline Pumps' rights under this clause.

13.3 The Client irrevocably appoints Skyline Pumps and each director of Skyline Pumps as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.

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

14.1 The Client must inspect the Goods on delivery and must within twenty-four (24) hours of delivery notify Skyline Pumps in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Skyline Pumps to inspect the Goods.

14.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).

14.3 Skyline Pumps acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
14.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Skyline Pumps makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Skyline Pumps' liability in respect of these warranties is limited to the fullest extent permitted by law.
14.5 If the Client is a consumer within the meaning of the CCA, Skyline Pumps' liability is limited to the extent permitted by section 64A of Schedule 2.
14.6 If Skyline Pumps is required to replace the Goods under this clause or the CCA, but is unable to do so, Skyline Pumps may refund any money the Client has paid for the Goods.
14.7 If the Client is not a consumer within the meaning of the CCA, Skyline Pumps' liability for any defect or damage in the Goods is:
(a) limited to the value of any express warranty or warranty card provided to the Client by Skyline Pumps at Skyline Pumps' sole discretion;
(b) limited to any warranty to which Skyline Pumps is entitled, if Skyline Pumps did not manufacture the Goods;
(c) otherwise negated absolutely.
14.8 Subject to this clause 14, returns will only be accepted provided that:
(a) the Client has complied with the provisions of clause 14.1; and
(b) Skyline Pumps has agreed that the Goods are defective; and
(c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
14.9 Notwithstanding clauses 14.1 to 14.8 but subject to the CCA, Skyline Pumps shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
(a) the Client failing to properly maintain or store any Goods;
(b) the Client using the Goods for any purpose other than that for which they were designed;
(c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
(d) the Client failing to follow any instructions or guidelines provided by Skyline Pumps;
(e) fair wear and tear, any accident, or act of God.
14.10 Notwithstanding anything contained in this clause if Skyline Pumps is required by a law to accept a return then Skyline Pumps will only accept a return on the conditions imposed by that law.

15. Intellectual Property

15.1 Where Skyline Pumps has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of Skyline Pumps. Under no circumstances may such designs, drawings and documents be used without the express written approval of Skyline Pumps.
15.2 The Client warrants that all designs, specifications or instructions given to Skyline Pumps will not cause Skyline Pumps to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Skyline Pumps against any action taken by a third party against Skyline Pumps in respect of any such infringement.
15.3 The Client agrees that Skyline Pumps may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Skyline Pumps has created for the Client.

16. Default and Consequences of Default

16.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Skyline Pumps' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
16.2 If the Client owes Skyline Pumps any money the Client shall indemnify Skyline Pumps from and against all costs and disbursements incurred by Skyline Pumps in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Skyline Pumps' contract default fee, and bank dishonour fees).
16.3 Further to any other rights or remedies Skyline Pumps may have under this contract, if a Client has made payment to Skyline Pumps, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Skyline Pumps under this clause 16 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.
16.4 Without prejudice to Skyline Pumps' other remedies at law Skyline Pumps shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Skyline Pumps shall, whether or not due for payment, become immediately payable if:
(a) any money payable to Skyline Pumps becomes overdue, or in Skyline Pumps' opinion the Client will be unable to make a payment when it falls due;
(b) the Client has exceeded any applicable credit limit provided by Skyline Pumps;
(c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

17. Cancellation

17.1 Without prejudice to any other remedies Skyline Pumps may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Skyline Pumps may suspend or terminate the supply of Goods to the Client. Skyline Pumps will not be liable to the Client for any loss or damage the Client suffers because Skyline Pumps has exercised its rights under this clause.
17.2 Skyline Pumps may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice Skyline Pumps shall repay to the Client any money paid by the Client for the Goods. Skyline Pumps shall not be liable for any loss or damage whatsoever arising from such cancellation.
17.3 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Skyline Pumps as a direct result of the cancellation (including, but not limited to, any loss of profits).
17.4 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

18. Privacy Act 1988

18.1 The Client agrees for Skyline Pumps to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by Skyline Pumps.
18.2 The Client agrees that Skyline Pumps may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
(a) to assess an application by the Client; and/or
(b) to notify other credit providers of a default by the Client; and/or
(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
18.3 The Client consents to Skyline Pumps being given a consumer credit report to collect overdue payment on commercial credit.
18.4 The Client agrees that personal credit information provided may be used and retained by Skyline Pumps for the following purposes (and for other agreed purposes or required by):
(a) the provision of Goods; and/or
(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
(d) enabling the collection of amounts outstanding in relation to the Goods.
18.5 Skyline Pumps may give information about the Client to a CRB for the following purposes:
(a) to obtain a consumer credit report;
(b) allow the CRB to create or maintain a credit information file about the Client including credit history.
18.6 The information given to the CRB may include:
(a) personal information as outlined in 18.1 above;
(b) name of the credit provider and that Skyline Pumps is a current credit provider to the Client;
(c) whether the credit provider is a licensee;
(d) type of consumer credit;
(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and Skyline Pumps has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
(g) information that, in the opinion of Skyline Pumps, the Client has committed a serious credit infringement;
(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars ($150).
18.7 The Client shall have the right to request (by e-mail) from Skyline Pumps:
(a) a copy of the information about the Client retained by Skyline Pumps and the right to request that Skyline Pumps correct any incorrect information; and
(b) that Skyline Pumps does not disclose any personal information about the Client for the purpose of direct marketing.
18.8 Skyline Pumps will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
18.9 The Client can make a privacy complaint by contacting Skyline Pumps via e-mail. Skyline Pumps will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

19. Unpaid Seller's Rights

19.1 Where the Client has left any item with Skyline Pumps for repair, modification, exchange or for Skyline Pumps to perform any other service in relation to the item and Skyline Pumps has not received or been tendered the whole of any monies owing to it by the Client, Skyline Pumps shall have, until all monies owing to Skyline Pumps are paid:
(a) a lien on the item; and
(b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
19.2 The lien of Skyline Pumps shall continue despite the commencement of proceedings, or judgment for any monies owing to Skyline Pumps having been obtained against the Client.

20. Service of Notices

20.1 Any written notice given under this contract shall be deemed to have been given and received:
(a) by handing the notice to the other party, in person;
(b) by leaving it at the address of the other party as stated in this contract;
(c) by sending it by registered post to the address of the other party as stated in this contract;
(d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
(e) if sent by email to the other party's last known email address.
20.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

21. General

21.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland, the state in which Skyline Pumps has its principal place of business, and are subject to the jurisdiction of the Ipswich Courts in that state.
21.3 Subject to clause 14, Skyline Pumps shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Skyline Pumps of these terms and conditions (alternatively Skyline Pumps' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
21.4 Neither party to this contract may assign this contract, any payment or any other right, benefit or interest under this contract without the written consent of the other party (which shall not be unreasonably withheld). Skyline Pumps may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Skyline Pumps' sub-contractors without the authority of Skyline Pumps.
21.5 The Client agrees that Skyline Pumps may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Skyline Pumps to provide Goods to the Client.
21.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
21.7 Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.