

ABN / ACN	
Entity type	
Customers Legal Name	
Customers Trading Name	
Business Address	
Postal Address	
Collection Address (if different to business address)	

### Contact Details

Business Contact	Name		Online Access	
	Phone		Email	
Collection Contact	Name		Online Access	
	Phone		Email	
Accounts Contact	Name		Online Access	
	Phone		Email	
Current courier and logistics partner				

### Trade References (independent/unrelated)

Reference 1	Company Name			
	Contact Person		Phone	
Reference 2	Company Name			
	Contact Person		Phone	

### Invoice Statements and Reports

Email to			
Customised Billing		Requirement	
CSV reports		Frequency	

### Acceptance of Terms & Conditions

<b>Terms</b>	I acknowledge and agree to the terms and conditions in the "Conditions of Contract" provided by Crisis, including the 14-day nett account terms. Additional copies are available at <a href="http://www.crisis.com.au">www.crisis.com.au</a> .		
Signature		Date	
Name		Position	

\*Please submit the form utilising the submit button on the last page of this form, or please scan all pages of this application and return by email to: [accounts@crisis.com.au](mailto:accounts@crisis.com.au)

By opening an account with and requesting Crisis to supply the Services, the Customer agrees to accept and be bound by these Terms and Conditions of Trade. Please read these terms and conditions carefully. We recommend you take out your own insurance cover over the Goods.

## 1. Entire Agreement

(a) These terms and conditions govern the relationship between Crisis and the Customer, for any Services provided by Crisis to the Customer. These Terms and Conditions (as varied by Crisis from time to time) apply to all dealings between Crisis and the Customer unless the conditions are varied in writing at the hand of Crisis Managing Director or General Manager.

(b) No terms or conditions sought to be imposed by the Customer on Crisis shall apply, and handwritten amendments to the Account Application or these conditions shall have no effect, unless authorised in accordance with clause 1(a).

(c) All rights, conditions and guarantees implied or imposed by law as they relate to the parties shall be excluded unless contained within these terms and conditions or unless such rights, conditions or guarantees cannot be excluded in which case they are taken to form part of these terms and conditions.

(d) The Customer agrees that the terms and conditions set out within this contract shall apply to all past, present, and future dealings with Crisis. Crisis shall be entitled to rely on the terms and conditions notwithstanding that the Customer may have an accrued account balance as at the date of entering into this contract.

(e) Nothing in this clause limits the ability of Crisis to update its schedule of fees and charges for the Services provided to the Customer in accordance with clause 4.

(f) The Customer warrants that the Customer is the owner of the Goods or has authority to deal with them and has full rights, powers, and authority to enter into the contract with Crisis.

(g) The failure of Crisis to take action to enforce any rights under this contract or the granting of any time or indulgence will not be construed as a waiver of those rights nor as a waiver of the rights of Crisis to enforce its rights at a later time.

(h) These conditions (with the exception of any rates, which may be amended as provided for in clause 4(d)) may be varied by Crisis provided Crisis provides notice to the Customer.

## 2. Not a Common Carrier

**Crisis is not a Common Carrier** and will accept no liability as such. All Goods are carried or transported, and all storage and other services are performed by Crisis subject only to these conditions and Crisis reserves the right to refuse to carry or transport for any person, corporation or company and or carry any class of Goods at its sole discretion and without giving any reason for such refusal.

## 3. Contracts with Third Parties

The Customer authorises Crisis (if it should think fit to do so) to contract with a sub-contractor for the carriage of any goods the subject of this contract. Any such arrangement shall be deemed to be ratified by the Customer upon delivery of the said goods to such sub-contractor, who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as Crisis. In so far as it may be so entitled, Crisis shall be deemed to enter into this contract for its own benefit and also as an agent for any sub-contractor.

## 4. Payment and Charges

(a) The Customer promises to pay Crisis the amount of the charges for any Services rendered, calculated at the rates set out in the Rate Schedule in force within fourteen (14) days of the date of any invoice/statement issued by Crisis relating to such Services

(b) The Customer acknowledges that the rates in the Rate Schedule are not fixed for any time period and may be increased from time to time in accordance with industry practice, external influences or at the absolute discretion of Crisis.

(c) The rates and charges applicable to the Customer are those as notified in writing by way of rate schedule, the Customer's statement of account, any one invoice issued in respect of such service, or by any other written notice sent to the postal address or Business Contact email address for the Customer as noted in the Crisis Account Application completed by the Customer.

(d) Any increase to rates and charges is deemed to be accepted by the Customer from the date the change was notified to the Customer by any of the means set out in clause 4(c).

(e) In addition to charges set out in the Rate Schedule, the Customer shall pay Crisis for all Additional Charges. The Additional Charges as notified to the Customer.

(f) The Customer shall not be entitled to withhold payment for any of the following reasons: the making of an insurance claim by the Customer, the making of a Claim by the Customer, the failure of Crisis to provide a POD (see clause-5), transportation by other means than requested, any Claim to a cross claim or set-off against Crisis.

(g) The Customer hereby acknowledges that this contract will be used as a bar to any proceedings commenced against Crisis and as a bar to any defence in proceedings commenced by Crisis while any payment for any account remains outstanding.

## 5. Delivery:

(a) Goods are deemed to be in transit notwithstanding that the carriage of the Goods may have been interrupted by Crisis and/or may have been diverted from the usual route for such carriage.

(b) Freight shall be considered earned as soon as the Goods are loaded and despatched. Cancellation fees apply.

(c) Crisis reserves the right to use, or may use, any method/s of carriage at its absolute discretion including road, rail, sea or air (including drones) and may deviate from any usual route or method of carriage or storage of Goods and the Customer is deemed to have authorised such method/s or routes.

(d) The Customer must comply with all applicable laws (including the Australian Code for the Transport of Dangerous Goods by Road and Rail, Civil Aviation Regulations, and International Maritime Dangerous Goods Code) relating to the notification and/or description on the consignment note or in another written form.

(e) Crisis may subcontract the Services in its discretion on any terms whatsoever.

(f) Crisis may charge for frustrated delivery to cover Crisis' costs and expenses thereof.

(g) The Customer acknowledges that Crisis will use its best endeavours to provide PODs on request (surcharge may apply), although accepts that PODs may not be available to the Customer for all deliveries. The Customer agrees that it has no right to demand a POD nor is Crisis liable to the Customer for failing to provide a POD and it is agreed that any of the following: a statement signed by the delivery driver that delivery was made, smart phone confirmation, Agent's consignment note, signed label, is conclusive proof of delivery notwithstanding the absence of a POD.

## 6. Liability & exclusion of bailment:

(a) To the fullest extent permitted by law, Crisis' obligations as a bailee are excluded. Crisis will not be responsible or liable for any loss of, or Damage to, or incorrect delivery of, or delay in the delivery of, any Goods (including Perishable Goods).

(b) Crisis will not be responsible for any Consequential Loss suffered by the Customer or any other person, howsoever caused or arising.

(c) Crisis will not be liable to any person for any loss or damage resulting from or attributable to any quotation, statement, representation or information, oral or written, made or given on behalf of Crisis or Crisis Personnel as to the classification of, liability for, amount, scale or rate of customs duty, excise duty or other impost or tax applicable to any Goods the subject of any Services.

(d) The exclusions of liability in this clause apply whether or not any loss or Damage is caused by the negligence and/or recklessness and/or wrongful act, wilful negligence or misconduct of Crisis or Crisis Personnel.

(e) The Customer expressly agrees that this contract contains no clause, condition, guarantee, or warranty express or implied, which would make Crisis responsible for any loss of Goods, Damage to Goods or incorrect delivery, non-delivery, or delay in the delivery of Goods. This clause shall not be construed so as to exclude or limit any liability of Crisis which arises under the *Australian Consumer Law (Cth)* and cannot be excluded. To the extent that it may be permitted by that legislation, the liability of Crisis, if any, shall be limited to the supplying again of any services to be supplied by Crisis to the Customer or the payment by Crisis to the Customer of the cost of having such services supplied again.

(f) The Customer undertakes to indemnify Crisis in respect of any liability, cost (including legal and recovery costs on a solicitor and client basis) or expense whatsoever and howsoever arising.

(g) The Customer undertakes to indemnify Crisis in respect of any Claim, loss, damage, payment, fine, expense, duty, tax, impost, or other outlay whatsoever or howsoever caused, arising directly or indirectly from the Services.

(h) Except as agreed in writing, Crisis will not accept and the Customer will not tender for the provision of Services any Valuables, prohibited or illegal goods, explosive, inflammable or Dangerous Goods and will be liable for all loss and damage of whatever nature (whether foreseeable or not) arising out of the performance of Services in respect of any such goods (whether declared as such or not), occasioned by any person, including Crisis and the Customer shall indemnify Crisis from and against all penalties, taxes, duties, Claims, demands, damages, costs and expenses with respect thereto.

(i) It is the responsibility of the Customer to package the Goods appropriately for the provision of the Services. If requested, Crisis may agree to provide packaging services for the Customer in respect of the Goods.

(j) Crisis is authorised to deliver the Goods at the address given to Crisis by the Customer for that purpose and the Services will be deemed performed if at that address Crisis obtains from any person a receipt or signed delivery docket for the Goods or provides evidence of delivery in accordance with any the means set out in clause 5(g). If the nominated place of delivery should be unattended and the Customer has provided Crisis with an ATL, Crisis may at its option deposit the Goods at that place or store the Goods. If the latter, the Customer must pay or indemnify Crisis for all costs associated with such storage. If the Goods are stored, Crisis may charge for re-delivery.

(k) The Customer acknowledges that it is aware that Crisis is not an insurer of Goods (either warehoused or in transit) and that Crisis does not effect insurance on behalf of the Customer. The Customer acknowledges that under these conditions, Crisis has no liability for loss of or damage to the Goods and that the Customer should arrange its own insurance.

(l) Despite the provisions of clause 6 (k) Crisis may, in the absolute discretion of Crisis, agree to insure the Goods for the Customer and at the Customer's cost, if requested to do so by the Customer at the time of booking the Services.

(m) Notice in writing of any Claim intended to be made under this contract must be given to Crisis within 7 days after the date of delivery or, in the case of non-delivery within 7 days from the date the Services should have been completed, or the Goods should have been delivered, and unless so given and made the claim however so made shall be extinguished and will not be enforceable against Crisis.

(n) Every exemption, limitation, condition, and liberty contained in these conditions and every right, exemption from liability, defence, and immunity applicable to Crisis or to which Crisis is entitled under these conditions will also be available to and will extend to protect:

- all Crisis Personnel and every employee or agent of Crisis Personnel;
- every other person (other than Crisis) by whom the Services or any part of the Services are undertaken; and

- all persons who are or are found to be vicariously liable for the acts or omissions of any person falling within this clause 6 (n).

## 7. Uncollected Goods:

(a) If Goods are undeliverable for whatever reason Crisis undertakes to hold those Goods in safe keeping for a period of 28 days. The cost of the storage shall be paid by the Customer and Crisis will be entitled to retain the Goods until such time as the storage fees have been paid.

(b) If after the period of storage noted in clause 7(a) the Goods are not collected (and regardless of whether Services have been paid for and regardless of any notice being provided to the Customer that the Goods are being held) then the Customer authorises Crisis (without prejudice to any other rights Crisis may have under any legislation) to dispose of the Goods by way of public auction and apply the proceeds of disposal firstly in payment of the storage and attempted delivery (if any) fees, secondly against any auction costs and any incidental costs of Crisis (including the costs of its employees or agents or solicitors in arranging the sale or disposal of the Goods).

(c) If, in the opinion of Crisis, the costs associated with the sale will exceed the proceeds to be obtained from same then the Customer authorises Crisis to dispose of the Goods by any means after 28 days, be that by donation to charity or otherwise

## 8. Storage:

(a) Goods are stored at the Customer's sole risk. Crisis accepts no responsibility in tort or in contract or otherwise for the loss of or Damage to any Goods howsoever arising and whether or not such loss or Damage was occasioned wholly or in part by the negligence or recklessness of Crisis or Crisis Personnel or any act, omission, default, neglect, breach of duty or breach of contract by Crisis or Crisis Personnel. The provisions of this clause shall apply irrespective of the manner in which, or the time at which, or the reason whereby any such loss or Damage may occur and notwithstanding that such loss or Damage may be the fault of Crisis.

(b) Crisis shall have liberty to store, warehouse and land the Goods in any place, store, or warehouse whatsoever and every such dealing with the Goods shall be deemed to be within the scope of this contract.

(c) The Customer warrants that except where the receipt for the Goods is endorsed with the word "Dangerous" or "Hazardous", the Goods are not Dangerous Goods.

(d) All charges for storage and other Services shall be calculated in accordance with the Crisis' Rates Schedule as notified in writing to the Customer.

(e) All charges for storage shall accrue from day to day and shall be payable from time to time on demand. No accounting reconciliation (or like) conducted by Crisis shall waive Crisis' rights to demand payment under this clause.

(f) Charges for storage and other Services do not include insurance which, if required, must be effected by the Customer. Despite the provisions of this clause, if requested by the Customer, Crisis may agree, at the cost of the Customer, to arrange insurance cover for the Goods in storage.

(g) The Customer shall indemnify Crisis against any duties or other moneys which Crisis is called upon or obliged to pay in respect of the Goods to any person and howsoever arising. Without in any way limiting the generality of this Indemnity, it is to include liability on the part of the Customer to indemnify Crisis in respect of any payment it may be called upon or obliged to pay to an Authority, as well as any person and whether the obligation to pay the said duties or moneys arises by reason of any law or by reason of liability arising in contract, in tort, or by reason of the existence of any lien, security interest, charge, bill of sale, mortgage or other hypothecation of the Goods or under any hire purchase agreement.

(h) The indemnity hereby conferred upon Crisis shall continue in full force and effect whether or not the Goods are or have been pillaged, stolen, lost, damaged or destroyed and shall not be affected in any way if such pillaging, stealing, loss, damage or destruction has occurred or been brought about wholly or in part by the negligence or any default, omission, neglect or breach of duty or obligation of Crisis or Crisis Personnel.

(i) Crisis may at any time and in its absolute discretion give 28 days' notice to the Customer to remove its Goods from storage. If the Customer does not remove the Goods, without prejudice to any other rights Crisis may have under law, Crisis may without notice open and sell all or any of the Goods as Crisis thinks fit (whether by private treaty or public auction, including auction on an internet based platform) and apply the proceeds to discharge any lien and costs of sale without being liable to any person for any loss caused:-

(j) Crisis shall render the surplus (if any) of the monies arising from any sale to the party entitled thereto. Any such sale shall not prejudice or affect the right of Crisis to recover from the Customer the balance of any charges due or payable in respect of any Services, or the detention and/or sale.

(k) Crisis may without notice and at the Customer's expense remove and if thought fit dispose of or destroy all or any of the Goods which in the opinion of Crisis shall be or become deteriorated objectionable or unwholesome, a source of danger or contamination or Dangerous Goods.

(l) Crisis shall not be required to deliver the Goods to any person other than the Customer, or a person authorised in writing by the Customer to receive the Goods.

(m) Crisis shall be entitled to subcontract any part of the warehousing in its absolute discretion and shall be entitled to move the Goods between warehouses under its control from time to time. Any requests by the Customer for the Goods to be transported or moved shall, if accepted by Crisis, be transported on Crisis' standard terms and conditions prevailing at the time of the request

## 9. Recovery, Interest and Suspension of Account:

(a) Crisis may, at its discretion, charge interest on overdue accounts at the rate of 2% higher than the rate prescribed by Rule 36.7 of the *Uniform Civil Procedure Rules 2005* (NSW).

(b) The Customer will pay to Crisis all costs and expenses incurred in the recovery, or attempted recovery, of overdue accounts including all costs and expenses payable to mercantile agents, solicitors (on a solicitor and client basis) and third parties in securing any account balance, outstanding or otherwise).

(c) The costs recoverable under clause 9 (b) shall extend to the costs in defending actions, or advice incidental to the account, while overdue, notwithstanding that same is not categorised as debt recovery.

(d) If at any time the Customer is outside of the payment trading terms contained herein, cancels a pick up or order, seeks and/or obtains an alternate service provider or is in breach of any other term of this contract then Crisis may suspend or cancel the Customer's credit account and/or cease Services as at that date, including where Goods are in transit or warehoused awaiting delivery.

(e) If the account is cancelled or suspended then Crisis will be at liberty to take steps to immediately recover all monies owing for Services provided or contracted without regard to credit terms.

**10. Credit Limit:** Crisis may increase or decrease the Customer's credit limit or cancel the Customer's account such that all moneys become immediately due and payable, at its sole discretion and without notice to the Customer.

**11. Change in Ownership:** The Customer must advise Crisis' General Manager or Managing Director, in writing electronically to [accounts@crisis.com.au](mailto:accounts@crisis.com.au) within 1 business day of any change in ownership of the partnership, business or company, including a change in shareholding of more than 25% (aggregated), together with any change in the directors.

## 12. Jurisdiction & Disputes:

(a) The Customer hereby acknowledges that this contract is made in the State of New South Wales and submits to the non-exclusive jurisdiction of the courts of that state.

(b) Where a dispute arises as to the payment of the Customer's account the Customer agrees to pay into an interest-bearing trust account of Crisis or its solicitors all monies claimed outstanding by Crisis before being entitled to dispute the debt. The Customer acknowledges that this clause

will operate as a bar to proceedings commenced against Crisis and as a bar to any defence in proceedings commenced by Crisis until such time as payment required by this clause is made.

**13. Force Majeure:** Crisis will not be liable to the Customer and shall not be taken to have failed to perform its obligations to deliver the Goods as a result of Force Majeure.

## 14. Credit Information and Privacy:

(a) The Customer authorises Crisis to share credit information regarding this contract with third parties and to conduct due diligence by contacting third parties to verify the information contained in the Crisis Account Application, or any other document, and investigate or make enquiries from time to time with those third parties as Crisis sees fit so to assess credit worthiness at any point in time.

(b) The authority given in clause 14(a) is an irrevocable authority and this contract may be used as evidence of the Customer's consent when contacting third parties.

**15. Notices:** Any notice to be given by Crisis to the Customer shall be sufficiently given if sent by prepaid ordinary mail addressed to the Customer at its Business and/or Postal address nominated for the Customer in the Account Application or its last known address or if sent by email to the Business Contact and/or Accounts Contact at the email addresses in the Account Application. Any notice given by the Customer to Crisis shall be sufficiently given if sent by prepaid ordinary mail addressed to Crisis at 295 Pacific Highway North Sydney NSW 2060 or if sent by email to [accounts@crisis.com.au](mailto:accounts@crisis.com.au). Any notice posted pursuant to the provisions hereof shall be deemed to be delivered the next business day after the date of postage. Any notice sent by email before 5:00PM on a Business Day at the place of receipt, on the day it is sent, and otherwise on the next Business Day at the place of receipt. The deemed service provisions of this clause shall apply notwithstanding any evidence in relation to actual notice or lack thereof.

**16. Joint and Several:** If this application is completed in the name of a partnership, then the partners of that business at any one time shall be jointly and severally liable to Crisis for any outstanding account and this will be so notwithstanding any agreement, compromise or arrangement with one or more of the partners.

**17. Insolvency:** The Customer shall be in breach of this contract if at any time it becomes the subject of bankruptcy proceedings, enters into bankruptcy, goes into liquidation either compulsorily or voluntarily, if a receiver, receiver and manager or administrator is appointed in respect of the whole or any part of its assets, if it makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things, or any judgment is made against the Customer or any similar occurrence under any jurisdiction affects the Customer.

## 19. Consumer Contract and Small Business Contract

Where this contract is a Consumer Contract or a Small Business Contract, Crisis will not rely on or exercise any rights pursuant to clauses 4(g), 6(h), 7 (c), 9(c), 9(d) or 12(b) of this contract.

## 20. Interpretation:

20.1 In these Terms and Conditions unless the context otherwise requires:

"**ACL**" means the Australian Consumer Law ("ACL") being Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

"**Account Application or Crisis Account Application**" means the account application form completed by the Customer to open a business account with Crisis for the provision of Services and approved by Crisis.

"**Additional Charges**" includes fuel surcharges, cheque handling fees and credit card surcharge fees, merchant fees, insurance costs, costs of packaging or re-packaging, toll charges; minimum pick up fees, excessive POD requests, late fees, costs and expenses associated with delays in loading or unloading, labour to load or unload the vehicle (with same being the responsibility of the Customer) as included in the Rate Schedule or notified in advance on an invoice or at the time of booking.

"**Authority**" includes any legal or administrative authority exercising any jurisdiction within an Australian state or territory.



**"ATL or Authority to Leave"** means permission to deliver and leave the Goods at the address given by the Customer to Crisis if the delivery address is unattended or a signature cannot be obtained, provided it is safe to do so.

**"Business Day"** means a day that is not a Saturday, a Sunday, a public holiday, or a bank holiday in the place where a service is to be supplied, an act performed, or a payment is to be made.

**"Claim"** means any allegation, debt, cause of action, liability claim, proceeding, suit or demand of any nature howsoever arising and whether past present or future, fixed, or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

**"Crisis"** means Mystica Pty Ltd ACN 001 787 962 as Trustee for the Mystica Trust trading as Crisis ABN 60 494 982 363 and each of its employees, servants, agents, subsidiaries, divisions, related entities, and successors and /or assigns.

**"Crisis Personnel"** means the directors, officers, agents, employees, and subcontractors of Crisis.

**"Consequential Loss"** means any indirect or consequential loss; loss of use; loss of product or production; delayed, postponed, interrupted or deferred production; inability to produce, deliver or process; loss of profit, revenue or anticipated revenue; loss of bargain, contract, expectation or opportunity; punitive or exemplary damages; in each case arising from or in connection with the performance of the Services and whether or not foreseeable at the time of entering into this contract or at the time a request for Services is made.

**"Consumer Contract"** means a contract within the meaning of that term as defined in section 23 of the Australian Consumer Law (Cth).

**"Customer"** means the person named on Account Application form, or if an existing account holder, the person holding that account.

**"Damage"** means physical damage and includes deterioration, evaporation, and contamination.

**"Dangerous Goods"** means and includes any goods or classes of goods and articles that are or become in fact or at law substances and articles that have explosive, flammable, toxic, noxious, radioactive infectious or corrosive properties. Any goods that by their nature pose a risk to persons, plants or animals, public safety, property, or the environment or to any thing including that in which the Goods are carried, handled or stored or which are otherwise classified to be dangerous goods.

**"Force Majeure"** means any unforeseeable external occurrence affecting the rights and obligations of a party and beyond the reasonable control of and not due to the fault, omission or negligence of the affected party including acts of God, lightning, earthquakes, cyclones, floods, landslides, storms, explosions, fires and any natural disaster, public health orders, pandemic or epidemic, acts of war, acts of public enemies, terrorism, terrorist acts, public disorder, riots, civil commotion, malicious damage, vandalism, sabotage, explosions, nuclear accidents, strikes, labour disputes and other industrial disturbances, any road closure or congestion of roads, any quarantine or customs restriction, any interruption of power supply or scarcity of fuel or any accident, collision or breakdown of a vehicle, crane, machinery or equipment.

**"Goods"** means the cargo, chattels or things tendered by and accepted from the Customer for the Services and includes any container or packaging supplied by or on behalf of the Customer. Goods include goods in transit or in storage.

**"Perishable Goods"** means such of the goods as shall be in fact or law liable to deteriorate in quality and/or value.

**"POD"** means proof of delivery of the Goods.

**"PPS Act"** means the *Personal Property Securities Act 2009 (Cth)*.

**"Rate Schedule"** means the schedule of rates and charges including the Additional Charges for the Services as determined by Crisis for the Customer.

**"Services"** means the whole of the operations and services undertaken by Crisis or any person on behalf of Crisis in respect of the Goods (whether

gratuitously or not), including the carriage, transport, movement, loading, unloading, packing, handling, unpacking and storage of the Goods, and the provision of any advice.

**"Small Business Contract"** means a contract within the meaning of that term as defined in section 23 of the Australian Consumer Law (*Cth*).

**"Subcontractor"** means and includes any person, firm, or company (other than Crisis) that arranges or performs the Services (or a part thereof).

**"Valuables"** includes, irreplaceable items, cash, bullion, precious metals, coins, securities, watches, jewellery, gemstones, pictures, and other valuable works of art.

20.2 In these terms and conditions unless the context otherwise requires or permits:

(a) a reference to laws includes statutes, regulations, proclamations, orders, bylaws, requirements and approvals or any replacement thereof;

(b) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture, or government body;

(c) headings are included for convenience only and do not affect the interpretation of these conditions;

(d) words importing the singular include the plural and vice versa and words importing a gender include other genders;

(e) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(f) wherever 'include' or any form of that word is used, it will be construed as if it were followed by '(without being limited to)';

(g) terms used have the same meaning as under the PPS Act;

(h) if any provision of this contract is invalid, illegal, or unenforceable, that provision will, to the extent that it is invalid, illegal, or unenforceable, be treated as severed from this contract, without affecting the validity and enforceability of the remaining provisions; and

(i) all indemnities survive the termination or expiration of any agreement incorporating these conditions.

I have read and agree to the Crisis Terms and Conditions of Trade as set out above.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_