



THE **GLOBAL STANDARD** IN SECURITY HARDWARE SOLUTIONS

3 YEAR WARRANTY CERTIFICATION

This certificate is to guarantee 3 years warranty from date of purchase on the following AMS Australia products;

DLLH33T Stainless Steel Internal and External Handles
DLLH33 Stainless Steel Internal and External Handles
DLLH46T Stainless Steel Internal and External Handles
DLLH46 Stainless Steel Internal and External Handles
DLLH54T Stainless Steel Internal and External Handles
DLLH54 Stainless Steel Internal and External Handles
AMS-003 Secure Under Door Seal

Clarifications:

Proof of purchase must be provided with any warranty claims.

This warranty does not cover damage caused by general wear and tear or acts of god.

The product must be installed according to AMS specifications.

This warranty does not impact manufacturers warranties of products not manufactured by AMS Australia.

This warranty complies with the requirements of Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA) per clauses 14 – 14.11 of the AMS Terms of Trade

AMS AUSTRALIA

U5 & 6, 9 Brookes St Mitchell, ACT, 2911, Australia

Phone: +61 (2) 6262 2100

ABN: 90 114 059 040 **Master Security License:** 175020208

Website: <https://amsaustralia.com.au/> **A Part of Alchin Long Group**

1. Definitions	8.2	AMS Australia shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client.
1.1 "AMS Australia" means AMS Australia Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of AMS Australia Pty Ltd.		If the giving of an estimate or quotation for the supply of Goods involves AMS Australia estimating measurements and quantities, it shall be the responsibility of the Client to verify the accuracy of AMS Australia's estimated measurements and quantities, before the Client 14. places an order based on such estimate or accepts such quotation or signed off-plant drawings.
1.2 "Client" means the person's or any person acting on behalf of and with the authority of the Client requesting AMS Australia to provide the Services as 8.3 specified in any proposal, quotation, order, invoice or other documentation, and:		14.1 Should the Client require any changes to AMS Australia's estimated measurements and quantities, the Client shall request such changes in writing. In the case of an estimate, such notification shall be made before placing an order based on that estimate, and in the case of a quotation, before acceptance of that quotation.
1.3 "Goods" means all Goods or Services supplied by AMS Australia to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the 9.1 other).		Specifications of the Goods
1.4 "Documentation" means any documents, designs, drawings or other materials provided utilised or created incidentally by AMS Australia in the course of it conducting, or providing to the Client, any Services.	9.2	Where AMS Australia gives advice or recommendations to the Client, or the Client's agent, with specific instructions regarding the use of the Goods and such advice or recommendations are not acted upon by AMS Australia shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent purchase of the Goods.
1.5 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between AMS Australia and the Client in accordance with 9.2 clause 5 below.	9.3	The Client acknowledges that:
1.6 "GST" means Goods and Services Tax as defined within the "New Tax System (Goods and Services Tax) Act 1999" (Cth).	9.4	(a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in AMS Australia's or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of information only.
2. Acceptance	9.5	The Client shall not be entitled to rely on such information, and any use of such data shall not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by AMS Australia.
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.	9.6	(b) while AMS Australia may have provided information or figures to the Client regarding the performance of the Goods, the Client acknowledges that AMS Australia has given these in good faith based on AMS Australia's own knowledge and experience and such estimates and figures are variable due to factors out of AMS Australia's control, and-
2.2 These terms and conditions may be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Client and AMS Australia.	9.7	(c) any advice or recommendations shall be accepted without liability of the part of AMS Australia and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make the Goods. AMS Australia's or Supplier's warranties which are variable due to factors out of AMS Australia's control.
2.3 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	9.8	14.2 AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
3. Errors and Omissions	9.9	14.3 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, AMS Australia makes no warranties or representations under these terms and conditions including but not limited to the quality or suitability of the Goods. AMS Australia's liability in respect of these warranties is limited to the fullest extent permitted by law.
3.1 The Client acknowledges and accepts that AMS Australia shall, within a reasonable time, accept no liability in respect of any alleged or actual error(s) and/or omission(s):	10.0	14.4 If the Client is a consumer within the meaning of the CCA, AMS Australia's liability is limited to the extent permitted by section 64A of Schedule 1 to the CCA.
(a) resulting from an inadvertent mistake made by AMS Australia in the formation and/or administration of this contract; and/or	10.1	14.5 AMS Australia is required to replace the Goods under this clause or the CCA, but is unable to do so, AMS Australia may refund any money the Client has paid for the Goods.
(b) contained infromation from any literature (hard copy and/or electronic) supplied by AMS Australia in respect of the Services.	10.2	14.6 If the Client is not a consumer within the meaning of the CCA, AMS Australia's liability for any defect or damage in the Goods is:
3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of AMS 10.3 Australia, the Client shall not be entitled to treat this contract as repudiated nor render it invalid.	10.3	(a) limited to the value of any express warranty or warranty card provided to the Client by AMS Australia at AMS Australia's sole discretion;
4. Change in Control	10.4	(b) limited to any warranty to which AMS Australia is entitled, if AMS Australia did not manufacture the Goods;
4.1 The Client shall give AMS Australia not less than fourteen (14) days prior written notice of any proposed change in control 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, numerical change of trustees, or business practice). The Client shall be liable for any loss incurred 11.1 by AMS Australia as a result of the Client's failure to comply with this clause.	10.5	(c) otherwise negotiate absolutely.
5. Price and Payment	10.6	14.7 Subject to this clause 14, returns will only be accepted provided that:
5.1 At AMS Australia's sole discretion the Price shall be either:	10.7	(a) the Client has complied with the provisions of clause 14.1, and AMS Australia has agreed that the Goods are defective;
(a) as indicated on any invoice provided by AMS Australia to the Client; or	10.8	(b) the Client is unable to pay the price of the Goods;
(b) AMS Australia's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	10.9	(c) the Client is unable to pay the price of the Goods;
5.2 AMS Australia reserves the right to change the Price:	10.10	(d) the Goods are returned as is, in a condition to that in which they were delivered as is possible.
(a) if a variation to the Services (including any variation to the Client's brief or specifications) is requested; or	10.11	14.8 Notwithstanding clauses 14.1 to 14.8, but subject to the CCA, AMS Australia may be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
(b) where additional Services are required, including but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to AMS Australia in the cost of taxes, levies, incurred structural measurements provided by the Client or where additional Services required due to unforeseen circumstances) which are only discovered during the provision of the Services; or	10.12	(a) the Client failing to properly maintain or store any Goods;
(c) in the event of increases to AMS Australia in the cost of labour or materials, which are beyond AMS Australia's control; or	10.13	(b) the Client using the Goods for any purpose other than that for which they were designed;
(d) where additional costs are incurred by AMS Australia due to unexpected delays such as the receipt of approvals or permits, or access to the site not being available as was agreed or when pre-arranged;	10.14	(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;
(e) all additional Services shall be shown as variations and must be paid in full at their time of completion.	10.15	(d) the Client or the Client's representative modifying or altering the Goods in any way;
5.3 Variations will be charged for on the basis of AMS Australia's quotation, and will be detailed in writing, and shown as variations on AMS Australia's quotation. The Client shall be liable to pay to any variation submitted by AMS Australia within ten (10) days of receiving the variation.	10.16	(e) the Goods being installed by any person without the relevant qualifications provided by AMS Australia;
5.4 At AMS Australia's sole discretion a non-refundable deposit of fifty percent (50%) of the Price may be required.	10.17	(f) the Client failing to follow any instructions or guidelines provided by AMS Australia;
5.5 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date's determined by AMS Australia, which may be:	10.18	(g) fair wear and tear, any accident, or act of God.
(a) on delivery of the Goods;	10.19	14.9 AMS Australia may, in its absolute discretion accept non-defective Goods for return in which case AMS Australia may require the Client to pay handling fees of up to ten percent (10%) of the value of the returned Goods plus any freight costs.
(b) before delivery of the Goods;	10.20	14.10 Notwithstanding anything contained in this clause if AMS Australia is unable to accept or return that AMS Australia will only accept a return on the conditions imposed by that law.
(c) thirty (30) days following the date of the invoice which is posted to the Client's address or address for notices;	10.21	14.11 The Client should not convert or process the Goods or interim hold the Goods in any other form on trust for the benefit of AMS 15.1 Australia and must not dispose of or return the resulting product to AMS Australia as it so directs.
(d) the date specified on any invoice or other form as being the date for payment; or	10.22	14.12 (e) the Client failing to pay any amount due to AMS Australia under this clause 14.9, and AMS Australia may reverse the transaction and the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
(e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by AMS Australia.	10.23	14.13 Personal Property Security Act 2009 ("PPSA")
5.6 Payment may be made by electronic/on-line banking or credit card (a surcharge may apply per transaction), or by any other method as agreed to 12.3 between the Client and AMS Australia.	10.24	14.14 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
5.7 The Client shall not be entitled to set off, or deduct from the Price, any sums owed or claimed to be owed to the Client by AMS Australia nor to withhold payment of any invoice because part of that invoice is in dispute.	10.25	14.15 Upon assenting to these terms and conditions in writing, the Client 15.5 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 AMS Australia for Services – that have previously been supplied and that will be supplied in the future by AMS Australia to the Client.
5.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to AMS Australia an amount equal to any GST AMS Australia must pay for any Goods supplied under this contract, or any other agreement or variation of the Goods. The Client must pay GST on 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.	10.26	14.16 The Client undertakes to:
5.9 Payment may be made by electronic/on-line banking or credit card (a surcharge may apply per transaction), or by any other method as agreed to 12.3 between the Client and AMS Australia.	10.27	(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 AMS Australia may reasonably require;
5.10 The Client shall not be entitled to set off, or deduct from the Price, any sums owed or claimed to be owed to the Client by AMS Australia nor to withhold payment of any invoice because part of that invoice is in dispute.	10.28	(b) register a financing statement or financing change statement 16.2 in relation to a security interest on the Personal Property Securities Register;
5.11 Otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to AMS Australia an amount equal to any GST AMS Australia must pay for any Goods supplied under this contract, or any other agreement or variation of the Goods. The Client must pay GST on 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.	10.29	(ii) register any other document required to be registered by the PPSA; or
5.12 Delivery ("Delivery") of the Goods is taken to occur at the time that AMS Australia (or AMS Australia's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.	10.30	(iii) correct a defect in a statement referred to in clause 12.2(a)(i) or 12.2(a)(ii);
5.13 At AMS Australia's sole discretion the cost of delivery is in addition to the Price.	10.31	(b) indemnify, and upon demand reimburse, AMS Australia 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;
5.14 Where the Goods are delivered in a clear heat sealed bag, no return of Goods will be accepted if the heat sealed bag has been opened or damaged.	10.32	(c) not register a financing change statement in respect of a security interest without the prior written consent of AMS Australia;
5.15 Any time specified by AMS Australia for Delivery of the Goods is an estimate only and AMS Australia will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time place as was arranged between both parties. In the event that AMS Australia is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then AMS Australia shall be entitled to charge a 12.5 reasonable fee for delivery and/or storage.	10.33	(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of AMS Australia;
5.16 Delivery of the Goods is taken to occur at the time that AMS Australia (or AMS Australia's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.	10.34	(e) provide any other documents required to be provided by the Client in respect of the Goods;
5.17 At AMS Australia's sole discretion the cost of delivery is in addition to the Price.	10.35	(f) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;
5.18 Where the Goods are delivered in a clear heat sealed bag, no return of Goods will be accepted if the heat sealed bag has been opened or damaged.	10.36	(g) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;
5.19 Any time specified by AMS Australia for Delivery of the Goods is an estimate only and AMS Australia will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time place as was arranged between both parties. In the event that AMS Australia is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then AMS Australia shall be entitled to charge a 12.5 reasonable fee for delivery and/or storage.	10.37	(h) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;
5.20 The Client waives their rights to receive notices under sections 95, 118, 124(1), 130, 132(3)(d) and 132(4) of the PPSA.	10.38	(i) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;
5.21 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.	10.39	(j) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;
5.22 Unless otherwise agreed to in writing by AMS Australia, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.	10.40	(k) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;
5.23 The Client must unconditionally ratify any actions taken by AMS Australia under clauses 12.2 to 12.5.	10.41	(l) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;
5.24 Subject to any express provisions to the contrary (including those contained in this clause 12.2), nothing in these terms and conditions is intended to have the effect of contravening out of any of the provisions of the PPSA.	10.42	(m) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;
5.25 Risk	10.43	(n) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;
5.26 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.	10.44	(o) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;
5.27 If any of the Goods are damaged, destroyed or lost, the Client must receive all insurance proceeds payable for the Goods. The production of these terms and conditions by AMS Australia is sufficient evidence of AMS Australia's rights to receive the insurance proceeds without the need for any person dealing with AMS Australia to make further enquiries.	10.45	(p) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;
5.28 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or stored is sound and will support the installation and倘若 AMS Australia shall not be liable for any damage, losses, costs and expenses however caused or arising from the premises or equipment be unable to accommodate the installation.	10.46	(q) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;
5.29 Where the contract does not include installation of Goods by AMS Australia, AMS Australia shall not be liable for any defect or damage resulting from incorrect or faulty installation.	10.47	(r) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;
5.30 Dimensions, Plans and Specifications	10.48	(s) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;
5.31 All customary building industry tolerances shall apply to the dimensions and measurements of the Goods unless AMS Australia and the Client agree otherwise in writing.	10.49	(t) not register, or permit to be registered, a financing statement or a financing change statement in respect of any Goods or services supplied by AMS Australia;

Please note that a larger print version of these terms and conditions is available from AMS Australia on request.

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THE **GLOBAL STANDARD** IN SECURITY HARDWARE SOLUTIONS

5 YEAR WARRANTY CERTIFICATION

This certificate is to guarantee 5 years warranty from date of purchase on the following AMS Australia products;

AMS MSB62-100 Slimline Lock Monitoring Box
AMS MSB62-10 (MK11) Lock Monitoring Box
AMS MSB62-333 Self-Latching Lock Monitoring Box
AMS MSB62-5004 Lock Monitoring Box
AMS MSB62-10 Dual Pole Lock Monitoring Box
AMS SLPB Single Blocker Plates
AMS DLBP Double Blocker Plate
AMS CT-20 Cable Transfer
AMS CB Cranked Bolt
AMS VP01 Viewing Panel
AMS SDG Security Door Grill
AMS HS Monitored Access Panels (250, 450 & 600)

Clarifications:

Proof of purchase must be provided with any warranty claims.

This warranty does not cover damage caused by general wear and tear or acts of god.

The product must be installed according to AMS specifications.

This warranty does not impact manufacturers warranties of products not manufactured by AMS Australia.

This warranty complies with the requirements of Defects, Warranties and Returns,

Competition and Consumer Act 2010 (CCA) per clauses 14 – 14.11 of the AMS Terms of Trade

AMS AUSTRALIA

U5 & 6, 9 Brookes St Mitchell, ACT, 2911, Australia

Phone: +61 (2) 6262 2100

ABN: 90 114 059 040 **Master Security License:** 175020208

Website: <https://amsaustralia.com.au/> **A Part of Alchin Long Group**

1. Definitions	8.2	AMS Australia shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client.
1.1 "AMS Australia" means AMS Australia Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of AMS Australia Pty Ltd.	8.2	If the giving of an estimate or quotation for the supply of Goods, it shall be the responsibility of the Client to verify the accuracy of AMS Australia's estimated measurements and quantities, it shall be the responsibility of the Client to verify the accuracy of AMS Australia's estimated measurements and quantities, before the Client 14. places an order based on such estimate or accepts such quotation or on signed shop-drawn drawings.
1.2 "Client" means any person or persons acting on behalf of and with the authority of the Client requesting AMS Australia to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:	8.4	Should the Client require any changes to AMS Australia's estimated measurements and quantities, the Client shall request such changes in writing. In the case of an estimate, such notification shall be made before placing an order based on that estimate, and in the case of a quotation before acceptance of that quotation.
1.3 "Goods" means all Goods or Services supplied by AMS Australia to the Client at the Client's request from time to time (where the context so permits) the terms "Goods" or "Services" shall be interchangeable for the 9.1 other.	9.1	Where AMS Australia advises or recommends to the Client, or the Client's agent, with specific instructions regarding the use of the Goods and such advice or recommendations are not acted upon then AMS Australia shall not be liable in any way whatever for any damage or losses that occur after any subsequent purchase of the Goods.
1.4 "Documentation" means any documents, drawings or other materials provided, utilised or created incidentally by AMS Australia in the course of it conducting, or providing to the Client, any Services.	9.2	The Client acknowledges that:
1.5 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between AMS Australia and the Client in accordance with clause 5 below.	9.2	(a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in AMS Australia's 14.4 material, if any, shall be approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by AMS Australia;
1.6 "GST" means Goods and Services Tax as defined within the "New Tax System (Goods and Services Tax) Act 1999" (Cth).	9.2	(b) whilst AMS Australia may have provided information or figures to the Client regarding the performance of the Goods, the Client acknowledges that AMS Australia has given these in good 14.6 faith based on AMS Australia's own knowledge and experience and are estimates which are variable due to factors out of AMS Australia's control, and;
2. Acceptance of the Goods	9.2	(c) any representations or warranties shall be accepted without liability on the part of AMS Australia and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods or Services, and are estimates which are variable due to factors out of AMS Australia's control.
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 or accepts delivery of the Goods.	9.3	AMS Australia reserves the right to substitute comparable Goods (or components of the Goods), and in all such cases AMS Australia will notify the Client in advance of any such substitution.
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 contract between the Client and AMS Australia.	10.1	Compliance with laws
2.3 The Client shall have agreed with the terms and conditions of the Electronic Transactions Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	10.2	The Client and AMS Australia agree that both parties shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the provision of Services by AMS Australia.
3. Errors and Omissions	10.2	The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required to enable AMS Australia to provide the Services.
3.1 The Client acknowledges and accepts that AMS Australia shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):	10.3	Notwithstanding clauses 14.1 to 14.8 but subject to the CCA, AMS Australia shall not be liable for any defect or damage which may be caused by any party caused by or arise as a result of:
3.2 (a) resulting from an inadvertent mistake made by AMS Australia in the formation and/or administration of this contract; and/or	10.3	(a) the Client failing to properly maintain or store any Goods;
3.3 (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by AMS Australia in respect of the Services.	10.3	(b) the Client using the Goods for any purpose other than that for which they were supplied;
3.4 In the event of any latent and/or obvious faults occurring in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of AMS Australia; the Client shall not be entitled to treat this contract as repudiated nor render it invalid.	10.3	(c) the Client continuing the use of any Goods after any defect becomes apparent or should have become apparent to a reasonably prudent operator or user;
4. Change in Control	10.3	(d) the Client or the Client's representative modifying or altering the Goods in any way;
4.1 The Client shall give AMS Australia 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 address, contact phone or fax number, change of trustee or business practice). The Client shall be liable for any loss incurred by AMS Australia as a result of the Client's failure to comply with this clause.	10.3	(e) the Goods being installed by any person without the relevant qualifications;
5. Price and Payment	10.3	(f) the Client failing to follow any instructions or guidelines provided by AMS Australia;
5.1 At AMS Australia's sole discretion the Price shall be either:	10.3	(g) fair wear and tear, any accident, or act of God.
5.2 (a) as indicated on any invoice provided by AMS Australia to the Client; or	10.3	AMS Australia may in its absolute discretion accept non-defective Goods for return in which case AMS Australia may require the Client to pay handling fees of up to ten percent (10%) of the value of the returned Goods plus any freight costs.
5.3 (b) AMS Australia's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	10.3	Notwithstanding any other provision in this clause if AMS Australia is required by a law or accepts a return from AMS Australia will only accept a return on the conditions imposed by that law.
5.4 AMS Australia reserves the right to change the Price:	10.3	Intellectual Property
5.5 (a) if a variation to the Services (including any variation to the Client's brief or specifications) is requested; or	10.3	Where AMS Australia (or AMS Australia's representative) has designed, drawn or developed Documentation for the Client (including but not limited to, reports, specifications, bills of quantity, schedules, calculations and other documents), then the copyright in those designs, drawings and documentation shall remain the property of AMS Australia or for AMS Australia to use, and AMS Australia shall retain the copyright of the entire documentation produced by AMS Australia during the course of the Services. The Client shall only have a license to use such Documentation for the purpose of the individual brief supplied, and the Proposal accepted. The Client and AMS Australia are not entitled to any additional rights over AMS Australia's intellectual property rights.
5.6 (b) where additional Services are required (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to AMS Australia in the cost of taxes, levies, incurred structural measurements provided by the Client or where additional Services required due to unforeseen circumstances) which are only documented during the provision of the Services; or	10.3	If the Client is in breach of any obligation under these terms and 19.2 conditions (including those relating to payment), AMS Australia may revoke the license referred to in clause 15.2.
5.7 (c) in the event of increases to AMS Australia in the cost of labour or materials, which are beyond AMS Australia's control; or	10.3	Unless expressly agreed by AMS Australia, no third party may rely upon any Documentation provided under this agreement for any 20.10 year period following the date of the last payment made by the Client under this agreement, or upon any other documentation or any unauthorised use or reliance on said Documentation for that purpose. The Client warrants that all designs, specifications or instructions given to AMS Australia will not cause AMS Australia to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify AMS Australia against any and all costs by a third party against AMS Australia in respect of any such infringement.
5.8 (d) where additional costs are incurred by AMS Australia due to unexpected delays such as the receipt of approvals or permits, or access to the site not being available as was agreed or when pre-arranged;	10.3	Default and Consequences of Default
5.9 (e) all additional Services shall be shown as variations and must be paid in full at their time of completion.	10.3	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 AMS Australia's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
5.10 Variations will be charged on the basis of AMS Australia's quoted price as detailed in writing, and shown as variations on AMS Australia's invoice. The Client shall be required to respond to any variation submitted by AMS Australia within ten (10) working days. Failure to do so will entitle AMS Australia to add the cost of the variation to the Price.	10.3	If the Client's payment from AMS Australia and the money the Client shall indemnify AMS Australia in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, AMS Australia's contract default fee, and bank dishonour fees). Further to any other rights or remedies AMS Australia may have under this clause, the Client shall be liable to AMS Australia for any costs and disbursements incurred by AMS Australia in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, AMS Australia's contract default fee, and bank dishonour fees). Without prejudice to any other remedies available to AMS Australia, the Client shall be entitled to cancel any or part of any order of the Client, which remains unfulfilled and all amounts owing to AMS Australia shall, whether or not due for payment, become immediately payable if:
5.11 At AMS Australia's sole discretion a non-refundable deposit of fifty percent (50%) of the Price may be required.	10.3	(a) any money payable to AMS Australia becomes overdue, or in AMS Australia's opinion the Client will be unable to make a payment when required;
5.12 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by AMS Australia, which may be:	10.3	(b) the Client has exceeded any applicable credit limit provided by AMS Australia;
5.13 (a) on delivery of the Goods;	10.3	(c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with its creditors, or makes an assignment for the benefit of its creditors;
5.14 (b) before delivery of the Goods;	10.3	(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
5.15 (c) thirty (30) days following the date of the invoice which is posted to the Client's address or address for notices;	10.3	Cancellation
5.16 (d) the date specified on any invoice or other form as being the date for payment; or	10.3	17.1 Within prejudice to any other remedies AMS Australia may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions AMS Australia may suspend or terminate the supply of Goods to the Client. AMS Australia will not be liable to the Client for any loss or damage the Client suffers because AMS Australia has exercised its rights under this clause.
5.17 (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by AMS Australia.	10.3	17.2 AMS Australia may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the 21.8 Goods are delivered by giving written notice to the Client. On giving such notice AMS Australia shall repay to the Client any money paid by the Client for the Goods, less the cost of any expenses already incurred by AMS Australia. AMS Australia shall not be liable for any loss or damage whatever arising from such cancellation.
5.18 Payments may be made by electronic/on-line banking or credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and AMS Australia.	10.3	In the event that the Client cancels delivery of Goods the Client shall be liable for any and all costs incurred (whether direct or indirect) by AMS Australia in recovering the cost of the cancellation (including, but not limited to any loss of profit).
5.19 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed by the Client to AMS Australia nor to withhold payment of any invoice because part of that invoice is in dispute.	10.3	Cancellation of orders for Goods made to the Client's specifications, or for non-stock items, will definitely not be accepted once production has commenced, or an order has been placed.
5.20 Under these terms and conditions, the Client shall be liable for the Price, but prior to ownership passing to the Client, AMS Australia is entitled to receive all amounts due and payable by the Client under these terms and conditions and by AMS Australia is sufficient evidence of AMS Australia's rights to receive the insurance proceeds without the need for any person dealing with AMS Australia to make further enquiries.	10.3	Security and Charge
5.21 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	In consideration of AMS Australia 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).
5.22 Where the contract does not include installation of Goods by AMS Australia, AMS Australia shall not be liable for any defect or damage resulting from incorrect or faulty installation.	10.3	17.3 The Client's obligations under this clause 17.2 shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
5.23 Dimensions, Plans and Specifications	10.3	AMS Australia may license and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent.
5.24 All customary building industry tolerances shall apply to the dimensions and measurements of the Goods unless AMS Australia and the Client agree otherwise in writing.	10.3	The Client cannot license or assign without the written approval of the Australian Capital Territory.
5.25 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	Subject to clause 14, AMS Australia shall be under no liability whatsoever to the Client for any indirect and consequential loss and/or expense (including loss of profit) suffered by the Client arising out of or in respect of any of the terms and conditions of this contract (other than those relating to payment) if the Client has not given notice to AMS Australia of such a loss or expense within a reasonable time.
5.26 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	17.4 The Client's obligations under this clause 17.2 shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
5.27 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	AMS Australia 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 and shall remain liable to the Client for the performance of the Services.
5.28 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	The Client agrees that AMS Australia 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 any time the Client gives a further notice to AMS Australia to provide Goods to the Client.
5.29 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	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.
5.30 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.
5.21 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.	10.3	Privacy Act 1988
5.22 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, AMS Australia is entitled to receive all amounts due and payable by the Client under these terms and conditions and by AMS Australia is sufficient evidence of AMS Australia's rights to receive the insurance proceeds without the need for any person dealing with AMS Australia to make further enquiries.	10.3	The Client agrees for AMS Australia to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, date of birth, occupation, previous credit applications, credit history) about the Client in relation to credit provided by AMS Australia.
5.23 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
5.24 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(a) to assess an application by the Client; and/or
5.25 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(b) to notify other credit providers of a default by the Client; and/or
5.26 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(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
5.27 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
5.28 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	The Client consents to AMS Australia being given a consumer credit report to collect overdue payment on commercial credit.
5.29 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	The Client agrees that personal credit information provided may be used and retained by AMS Australia for the following purposes (and for other agreed purposes or required by):
5.30 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(a) the provision of Goods; and/or
5.31 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
5.32 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
5.33 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(d) enabling the collection of amounts outstanding in relation to the Goods.
5.34 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	AMS Australia may give information about the Client to a CRB for the following purposes:
5.35 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(a) to obtain a consumer credit report;
5.36 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(b) allow the CRB to create or maintain a credit information file about the Client including credit history.
5.37 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	The information given to the CRB may include:
5.38 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(a) personal information as outlined in 18.1 above;
5.39 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(b) name of the credit provider and that AMS Australia is a current credit provider to the Client;
5.40 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(c) whether the credit provider is a licensee;
5.41 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(d) type of consumer credit;
5.42 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit, date of application, credit limit requested);
5.43 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(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 and alternatively that the Client no longer has any overdue accounts and details surrounding that (e.g. date of payment);
5.44 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(g) information that, in the opinion of AMS Australia, the Client has committed a serious credit infringement;
5.45 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(h) advice that the amount of the Client's overdue payment is equal to or more than the amount of the Client's credit limit (\$150).
5.46 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	18.7 The Client shall have the right to request (by e-mail) from AMS Australia:
5.47 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(a) a copy of the information about the Client retained by AMS Australia and the right to request that AMS Australia correct any incorrect information; and
5.48 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(b) that AMS Australia does not disclose any personal information about the Client for the purpose of direct marketing.
5.49 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	18.8 AMS Australia 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.
5.50 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	The Client can make a private complaint by contacting AMS Australia or the Australian Information Commissioner (AIC) if the Client is not satisfied with the resolution provided. 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.
5.51 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	Service of Notices
5.52 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	Any written notice given under this contract shall be deemed to have been given and received:
5.53 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(a) by sending a notice to the other party, in person;
5.54 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(b) by leaving it at the address of the other party as stated in this contract;
5.55 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(c) by sending it by registered post to the address of the other party as stated in this contract;
5.56 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(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 delivery;
5.57 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(e) by e-mail to the other party's last known email address.
5.58 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(f) by the removal, replacement or refirement of the Client as trustee of the Trust;
5.59 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(ii) any alteration to or variation of the terms of the Trust;
5.60 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	(iii) any advancement or distribution of capital of the Trust; or (iv) any reversal of the trust property.
5.61 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	General
5.62 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of the provision, nor shall any party be relieved of its obligation to enforce the 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. 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.	10.3	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of the provision, nor shall any party be relieved of its obligation to enforce the 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. 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.
5.63 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	17.3 Within prejudice to any other remedies AMS Australia may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions AMS Australia may suspend or terminate the supply of Goods to the Client. The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable to the Client for any loss or damage the Client suffers because AMS Australia has exercised its rights under this clause.
5.64 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	10.3	17.4 Within prejudice to any other remedies AMS Australia may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions AMS Australia may suspend or terminate the supply of Goods to the Client. The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable to the Client for any loss or damage the Client suffers because AMS Australia has exercised its rights under this clause.
5.65 The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, damages, losses, damages, costs and expenses howeversoever caused or arising should the premises or equipment be unable to accommodate the installation.	1	