

# TERMS OF SALE

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## BETWEEN:

Regency Stone Pty Ltd A.B.N. 41 080 236 924 of 36 Ereton Drive, Arundel 4214 in the State of Queensland (**Regency Stone**)

## AND

The person named in the Schedule to these Terms of Sale, and any other person whose name appears or who are described on any quotation, work authorisation or other form provided by Regency Stone in connection with any goods and / or services provided by Regency Stone (**Customer**)

## 1. APPLICATION OF TERMS OF SALE, DEFINITIONS, AND INTERPRETATION

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### Application

1.1 These Terms of Sale apply to the commercial relationship between Regency Stone and the Customer for the provision of goods and services to complete the Scope of Works.

1.2 Regency Stone will provide goods and services to the Customer only on the terms contained within these Terms of Sale.

### Interpretation

In these Terms of Sale:

- (a) Headings are for reference only and do not affect the meaning of this Agreement;
- (b) The singular includes the plural and vice versa;
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) A reference to a piece of legislation includes the reference and corresponding regulations as amended from time to time;
- (e) An agreement, representation or warranty:
  - (i) In favour of two or more persons is for the benefit of them jointly and severally;
  - (ii) On the part of two or more persons binds them jointly and severally;
- (f) No rule of construction applies to the disadvantage of a party because that party put forward these Terms of Sale or any portion of it;
- (g) A reference to:
  - (i) A person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
  - (ii) A document includes any variation or replacement of it and all schedules, annexures and exhibits to the document;
  - (iii) A law includes regulations and other instruments under it and amendments or replacements of any of them;
  - (iv) A thing includes the whole and each part of it;
  - (v) A group of persons includes all of them collectively, any two or more of them collectively and each of them individually;
- (h) A reference to "\$" is a reference to Australian currency;
- (i) All references to dates and times are to Gold Coast times and dates; and
- (j) "Including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

### Definitions

**Address for Service** means 36 Ereton Drive, Arundel 4214 in the State of Queensland for Regency Stone, and the address supplied in the Schedule for the Customer.

**Party / Parties** means the parties to these Terms of Sale.

**Quote** means any quotation, work authorisation, offer to perform works and / or services and purchase order or similar document.

## 2. PROVISION OF GOODS / PROVISION OF SERVICES

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- 2.1 The Customer warrants that before Regency Stone commences any work and / or provides any services to the Customer, the Customer:
- (a) has been provided with a Quote;
  - (b) has returned to Regency Stone either:
    - (i) a signed copy of the Quote; or
    - (ii) written consent as Regency Stone may reasonably require that authorises Regency Stone to perform the works outlined in its written quotation and / or purchase order.
- 2.2 The Customer acknowledges that, prior to returning to Regency Stone the required documents under clauses 2.1(b)(i) – (ii) herein, the Customer:
- (a) has had opportunity to inspect the natural stone, granite, marble or other similar goods that Regency Stone is requested to provide to the Customer in accordance with these Terms of Sale;
  - (b) is aware that natural stone, granite, marble or other similar goods may have naturally occurring variations in colour, grain, structure and veining;
  - (c) is aware that natural stone, granite, marble or similar goods may have small holes, pit marks, fine cracks, crystals and natural imperfections and these or other imperfections are naturally found; and
  - (d) is aware that if the Customer does not inspect the natural stone, granite, marble or other similar goods in accordance with clause 2.2(a) herein, the Customer is deemed to have waived their right of inspection and cannot seek relief under this contract or at law for any imperfections, natural or otherwise.
- 2.3 The Customer warrants that it has read and understood the following:
- (a) Naturally occurring stones are subject to variations in colour, grain, veining and pitting, which the Customer accepts. Regency Stone has no responsibility or liability to the Customer for any such variations or other naturally occurring flaws or faults in the goods. The grains and veining of natural stones may change or expand due to structural movement, thermal expansion and other contributing factors for which Regency Stone have no responsibility for. With natural marble in particular where the surface has been stained, scratched, Etched or cracked, it is unlikely that rectification work can be performed to rectify any issues;
  - (b) Natural Stone benchtops do not come with a warranty associated to the material.
  - (c) Engineered stones, also known as man-made or reconstituted stones have varying characteristics, durability and colour variations and the Customer accepts that Regency Stone have no responsibility or liability to the Customer for any such variations and/or defects within the goods such as blotches, batching, pigment high/low spots, black / white spots and irregular distribution of quartz granites; The Manufactures / Supplier of such products specify the above as inherent variation. Regency Stone will endeavour to inspect your selected material however if you wish to inspect prior to manufacture we suggest and invite you to do so.
  - (d) Regency Stone does not warrant engineered stone, the material is warranted by the stone manufacturer / supplier. Most stone material is covered by a 10-year limited warranty. The client is required to register the material warranty via the relevant manufacturers' / supplier's website.
  - (e) That the Customer must notify licensed plumbers, electricians, and other tradespersons as appropriate to avoid over tightening of clamps and fixtures to sinks, hotplates and taps where said items make contact with the Goods, as such over tightening may immediately or over time cause cracks to develop. The Customer acknowledges that any damage as a result, but not limited to, the over tightening of appliances is not covered under Regency Stone's warranty and is not a result of a defect in the goods and / or services and / or workmanship; and
  - (f) The positions of joins, unless specifically nominated by the Customer, are subject to Regency Stone's absolute discretion and Regency Stone's knowledge in regards to goods slabs sizes and placement to manufacture the Goods in the most economical way.

### **3. PRICE**

- 3.1 Regency Stone's quoted total price is the price charged by Regency Stone for the provision of goods and / or services, based on the information and plans provided by the Customer within thirty (30) days from the date the quote was issued.
- 3.2 Unless the contrary intention appears, the quoted total price includes one (1) Visit to site for measure/template (1) Visit for installation. However, if Regency Stone is unable to complete the site measure/template due to the Customer not complying with these Terms and Conditions, then the Customer may be charged a further fee of \$99.00 per hour and must acknowledge that the goods' delivery date will be delayed, and indemnify Regency Stone for any loss or damage associated out of or otherwise connected with this clause.
- 3.3 The Customer acknowledges that the quoted total price as referred to in clause 3.1 herein is an estimate only, and that the price for the provision of goods and / or services is subject to change if:
- (a) the Customer requests that Regency Stone provide goods and / or services that fall outside of Quote as referred to in clause 2.1(a) herein;
  - (b) Regency Stone informs the client that the quoted price for the provision of goods and / or services has changed for reasons outside of Regency Stone's reasonable control, notwithstanding the provision of goods and / or services falls within the Quote as referred to in clause 2.1(a) herein.
- 3.4 Circumstances which may constitute a price increase under clause 3.3(b) herein include but are not limited to:
- (a) manufacturers and / or suppliers increasing their prices;
  - (b) the Customer provides further information outside the information and plans provided as required under clause 3.1 herein, and Regency Stone will incur further costs as a result of the new information and / or plans; and
  - (c) the Customer failing to provide accurate plans and / or information as required under clause 3.1 herein.

### **4. PAYMENT**

- 4.1 Payment is to be made via one (1) of the following methods:
- (a) Cash;
  - (b) Bank cheque;
  - (c) Credit card (plus a surcharge of up to 2% of the total paid, as amended from time to time); and
  - (d) Direct bank transfer.
- 4.2 An initial payment of 50% of the total quoted price (5% deposit, 45% material instalment), increased or decreased as a result of any variations, is payable upon the Customer's acceptance of Regency Stone's Quote as referred to in clause 2.1(a) herein.
- 4.3 The remaining amount outstanding under these Terms of Sale, including any amount payable as a result of variations to the total quoted price under clause 3.3 herein, will be payable upon the delivery of the goods and / or completion of the services.
- 4.4 If the Customer does not make payment in accordance with clauses 4.2 or 4.3 herein, then Regency Stone:
- (a) may immediately terminate these Terms of Sale by providing written notice to the Customer;
  - (b) will immediately be released from any obligations owing under these Terms of Sale, to the extent possible at law;
  - (c) may commence court proceedings for the recovery of any amounts owing under these Terms of Sale, including but not limited to the amount already incurred by Regency Stone in the provision of goods and / or services, the balance payable under these Terms of Sale, and any legal costs reasonably incurred in terminating the legal relationship between the parties and recovering the amount owing on an indemnity basis; and
  - (d) any other action that Regency Stone deems reasonably necessary to protect its commercial interests.

### **5. DELIVERY**

- 5.1 Unless the contrary intention appears, the total quoted price includes delivery to an address nominated by the Customer and as appears in the offer to perform works, written quotation and / or purchase order as referred to in clause 2.1(a) herein.
- 5.2 The Customer agrees that:
- (a) they will take all reasonable steps to accept delivery of the goods at the place and time nominated by Regency Stone;
  - (b) may only alter the nominated time for delivery up to three (2) business days prior to the scheduled delivery;
  - (c) if delivery is not possible, for whatever reason, then the Customer is liable for any costs in accordance with clause 5.3 herein;
  - (d) Regency Stone is not liable for any loss or damage as a result of Regency Stone's failure to deliver the goods at the nominated time and place; and
  - (e) delivery of the goods may take place in instalments, or in any other way which Regency Stone, in its absolute discretion, deems necessary. Nothing in this clause prevents the application of the other clauses herein in respect of any additional costs incurred as a result of or arising out of the Customer's non-compliance with its obligations.
- 5.3 If the Customer:
- (a) requires delivery to a different address; or
  - (b) is unavailable to take delivery of the goods at the place or at the time as agreed between the parties, then, it is the Customer's responsibility to organise alternative delivery and to bear the full cost of that delivery.
- 5.4 The Customer acknowledges that if clause 5.2 herein applies, then the Customer:
- (a) is not entitled to any refund whatsoever of the total quoted price, or the price paid;
  - (b) is liable for the actions of its delivery persons and other persons involved in the delivery of the goods;
  - (c) fully indemnifies Regency Stone for any loss or damage arising from or otherwise connected with the delivery of the goods, however such damage is caused; and
  - (d) agrees that the risk will pass from Regency Stone to the Customer immediately upon the delivery of the goods.
- 5.5 Unless the contrary is agreed, prior to delivery in accordance with clause 5 herein, the Customer is absolutely responsible for ensuring that existing bench tops, sinks, hotplates, basins or other similar item to be removed by a licensed tradesman.
- 5.6 Should the Customer not comply with its obligation under clause 5.5 herein, then Regency Stone is entitled to rely on clauses 5.2, 5.3 and 5.4 herein in respect of any additional costs incurred as a result of or arising out of the Customer's non-compliance with its obligations.
- 5.7 Regency Stone will use all reasonable endeavours to ensure that delivery and / or installation of the goods occurs within ten (10) working days from the date of the site measure unless otherwise stated.

### **6. RISK**

- 6.1 Unless otherwise provided for in these Terms and Conditions (see for example clause 5.4), risk will pass from Regency Stone to the Customer upon delivery of the goods to the Customer.

## 7. MAINTENANCE

- 7.1 Regency Stone will provide the Customer with information on how to best maintain the natural stone, granite, marble or other similar goods, including information booklets as may be provided by the supplier of such goods.
- 7.2 The Customer acknowledges that Regency Stone will not be liable and is indemnified for any loss or damage incurred by the Customer in circumstances where the Customer has not complied with the information and recommendations provided in clause 7.1 herein.

## 8. DEFECTS AND RECTIFICATION WORKS

- 8.1 The Customer must, within three (3) working days of delivery of the goods and / or provision of services, immediately notify Regency Stone of any alleged defects, shortage in quantity, or any other failure under the offer to perform works, written quotation and / or purchase order.
- 8.2 The Customer's rights under clause 8.1 herein apply only to defects not reasonably identifiable at the initial inspection that must take place under clause 2.2(a) herein.
- 8.3 Any defects identified under clause 8.1 herein will only be considered defects under this clause if the defects falls within current QBCC legislation, and/or clearly visible from a normal standing height not less than 1500mm or 600mm directly above the alleged defect and illuminated by non-critical lighting.
- 8.4 Defects must only be identified in accordance with clause 8.3 herein, and excludes defects that may be identified under direct or focused lighting, close proximity, area isolation or parallel viewing planes are not permitted as per supplier recommendations.
- 8.5 If the Customer provides written notice under clause 8.1 herein, then the Customer must allow Regency Stone a reasonable opportunity to inspect and review the alleged defects.
- 8.6 If the Customer does not comply with clause 8.5 herein, then the Customer is deemed to have waived its rights in respect of any alleged defects.
- 8.7 If Regency Stone, after reviewing the alleged defects in accordance with clause 8.5 herein and seeking any advice that it in its absolute discretion deems necessary, agrees that rectification work is required to be undertaken, then Regency Stone will provide the Customer with written notice that:
- (a) the Customer is entitled to reject the goods, with Regency Stone to take possession of the goods at its own cost; or
  - (b) the Customer is entitled to have the goods repaired and / or replaced by Regency Stone or a person authorised by Regency Stone to undertake the repair.
- 8.8 If the Customer does not comply strictly with the procedures in clause 8.7 herein, including having rectification work undertaken by a third party not authorised by Regency Stone, then Regency Stone will not be liable for any loss or damage to the goods and is indemnified by the Customer for any loss or damage, however caused, and if title has not passed in the goods, then the Customer will be liable for conversion and have no rights against Regency Stone.

## 9. EXCLUSION OF LIABILITY

- 9.1 Regency Stone excludes all liability for any loss or damage suffered by the Customer, arising out of or otherwise connected with these Terms of Sale, including but not limited to:
- (a) general wear and tear of the goods;
  - (b) any damage to the goods as a result of a natural disaster;
  - (c) the use of abrasives, acids, chemical compounds or solvent cleaners used on the goods;
  - (d) failure to comply with the Terms of Sale as outlined herein;
  - (e) physical impact or damage to the goods;
  - (f) misuse of the goods; eg: Standing/Sitting on the surface
  - (g) accidental damage to the goods;
  - (h) any defect or damage caused to the goods as a result of works conducted by persons other than Regency Stone or a person authorised by them;
  - (i) damage due to surfaces being exposed to excessive, moisture, heat or steam; Regency Stone encourages the use of heat pads, also steam from dishwasher can overtime result is discoloration of a surface. A heat pad fitted above the dishwasher space is required to eliminate risk of discoloration.
  - (j) damage due to exposure to direct sunlight, prolonged heat or direct sudden heat;
  - (k) damage due to ground movement or settlement;
  - (l) any cracks in the goods after delivery and installation;
  - (m) damage and / or separation to joins; (outside of standard workmanship warranty (12 months)
  - (n) faulty goods supplied by Regency Stone's suppliers;
  - (o) engineered stone used as outdoor or barbeque bench tops.
  - (p) costs incurred for production, transport, installation or any other associated charges for trades, or removal of product, related to a warranty claim on the stone, as the stone suppliers' warranty is limited to the supply of free and uncut slabs.
  - (q) damage that may be caused in the process of replacing the product
  - (r) matching of grain in stone.
  - (s) plain uncoloured and unpatterned edges and joins with sintered porcelain
  - (t) cracks or damage due to failure of substrate support
  - (u) where an "L" shaped bench top is required without a joint at the corner of the intersecting angle due to various mechanical stresses experienced by such tops after installation, this includes stone going into windows.
- 9.2 Regency Stone expressly excludes any liability for loss or damage to goods and / or services not provided by Regency Stone, however caused.
- 9.3 Except as provided in these Terms of Sale, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods and / or services, for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. Regency Stone is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the goods and / or provision of services or arising out of Regency Stone's negligence or in any way.
- 9.4 Regency Stone guarantees that, subject to the other clauses of these Terms of Sale herein, they will make good any defects by repairing the defects at the Customer's option by replacement or other rectification work as agreed, within a period not exceeding twelve (12) calendar months from the date of delivery of the goods and / or provision of the services.
- 9.5 However, clauses 9.1 to 9.4 do not impact upon Regency Stone's liability for any non-excludable statutory warranties or guarantees under any legislative instrument (as amended from time to time), including but not limited to Schedule 2 (Australian Consumer Law) of the *Competition and Consumer Act 2010* (Cth) or the *Queensland Building and Construction Commission Act 1991* (Qld).
- 9.6 Regency Stone's liability for a breach of any condition or warranty implied by Part 3-2 Division 1 of the *Australian Consumer Law* is limited to:
- (a) in the case of goods, any one or more of the following:
    - (i) the replacement of the goods or the supply of equivalent goods;
    - (ii) the repair of the goods;
    - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
    - (iv) the payment of the cost of having the goods repaired; or
  - (b) in the case of services:

- (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again.
- 9.7 Regency Stone's liability under section 274 of the *Australian Consumer Law* is expressly limited to a liability to pay to the Customer an amount equal to:
- (a) the cost of replacing the goods;
  - (b) the cost of obtaining equivalent goods; or
  - (c) the cost of having the goods repaired,
- whichever is the lowest amount.

## 10. STORAGE

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- 10.1 Regency Stone will provide a maximum of twenty-one (21) days storage for offcut stone pieces.
- 10.2 Within the twenty-one day time period outlined in clause 10.1 herein, the Customer must:
- (a) collect the offcut stone pieces at its own cost; or
  - (b) instruct Regency Stone to have the offcut stone pieces manufactured.
- 10.3 If the Customer chooses to have the offcut stone pieces manufactured under clause 10.2(b) herein, then the Customer must enter into a new agreement with Regency Stone for the manufacturer of the offcut stone pieces.
- 10.4 If the Customer does not collect the offcut stone pieces within the period prescribed in clause 10.1 herein, then ownership the offcut stone pieces will transfer to Regency Stone, unless otherwise agreed in writing between Regency Stone and the Customer.
- 10.5 Regency Stone in its absolute discretion may enter into any agreement with the Customer under clause 10.4 and on any terms that it sees fit, including but not limited to charging the Customer additional fees for the storage of any offcut stone pieces.
- 10.6 Regency Stone excludes all liability for any loss or damage to the offcut stone pieces, however caused.

## 11. RETENTION OF TITLE

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- 11.1 Subject to anything contrary in these Terms of Sale, title in any goods supplied by Regency Stone will remain the property of Regency Stone until full payment owing under these Terms of Sale is received.
- 11.2 Regency Stone's title in the goods confers on Regency Stone the following rights in respect of the goods:
- (a) to retain legal title in the goods or any part thereof;
  - (b) subject to any valid lien, enter the place where the goods are being stored and retake possession of the goods, without being liable for any loss or damage, however caused, and not being liable for trespass or similar tort; and
  - (c) to retain, change, resell or otherwise deal with any goods repossessed under clause 11.2(b) herein in any way that Regency Stone in its absolute discretion sees fit, subject to the *Personal Property Securities Act 2009*.
- 11.3 If the goods are resold, or goods manufactured using the goods are sold, by the Customer, the Customer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of the Regency Stone and shall pay such amount to Regency Stone upon request. Notwithstanding the provisions above, Regency Stone shall be entitled to maintain an action against the Customer for the purchase price and the risk of the goods shall pass to the Customer upon delivery.
- 11.4 Regency Stone will be entitled to register a security interest on the Personal Property Securities Register under this clause to secure all monies owing under these Terms of Sale.
- 11.5 The interest of Regency Stone in the goods and all proceeds from the sale of the goods by the Customer to a third party is a security interest.
- 11.6 The Customer consents to Regency Stone registering its security interest on the Personal Property Securities Register and agrees to provide all assistance reasonable required by Regency Stone to facilitate registration, and charges as owner of any land all of the Customer's title and interest in land (held now or in the future, wherever located), to secure payment of any monies owing under the contract. The Customer acknowledges that Regency Stone may register a caveat of the Customer's land in respect of this charge. The Customer agrees that immediately upon request by Regency Stone, the Customer will execute and give to Regency Stone a mortgage in registrable form in favour of Regency Stone over the Customer's land and by reason of these Terms and Conditions.
- 11.7 Until such time as title in the Goods has passed to the Customer as contemplated by clause 16 of this agreement, the Customer agrees not to in any way assign, charge, lease or otherwise deal with the Goods in such a manner as to create a security interest over the Goods in favour of the Customer or any third party. The parties agree that this clause will not prohibit the Customer from selling the Goods in the ordinary course of business.
- 11.8 The Customer waives its rights to receive any notice under *Personal Property Securities Act 2009* (Cth) (including notice of verification statement) unless the notice is required by that Act and cannot be excluded.
- 11.9 Regency Stone and the Customer agree that these Terms of Sale and all related information and document(s) are confidential (Confidential Information) and will not be disclosed to unauthorised representatives or third parties, except to the extent disclosure is permitted by this agreement or required by law. Regency Stone and Customer agree that Regency Stone will not disclose the Confidential Information pursuant to a request under section 275(1) of the *Personal Property Securities Act 2009* (Cth).
- 11.10 Unless the Goods are used predominantly for personal, domestic or household purposes, Regency Stone and the Customer agree each of the following requirements or rights under the *Personal Property Securities Act 2009* (Cth) do not apply to the enforcement of Regency Stone's security interest in the Goods or of these Terms of Sale:
- (a) any requirement for Regency Stone to give the Customer a notice of removal of accession;
  - (b) any requirement for Regency Stone to give the Customer a notice of Regency Stone's proposed disposal of the goods;
  - (c) any requirement for Regency Stone to include in a statement of account, after disposal of the Goods, the details of any amounts paid to other secured parties;
  - (d) any requirement for Regency Stone to give the Customer a statement of account if Regency Stone does not dispose of the Goods;
  - (e) any right the Customer has to redeem the Goods before Regency Stone exercises a right of disposal; and
  - (f) any right the Customer has to reinstate this agreement before Regency Stone exercises a right of disposal of the Goods.
- 11.11 Expressions defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning when used in these Terms of Sale.

## 12. BREACH OF CONTRACT

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- 12.1 A party is in breach of these Terms of Sale if:
- (a) the party fails to comply with its obligations under these Terms of Sale;
  - (b) is in breach of any general law duties that, subject to the other express terms in these Terms of Sale, may otherwise be implied into the same;
  - (c) in the event that the Customer is a corporation, if the Customer becomes insolvent or commits an act of insolvency or enters into voluntary administration, as those terms are defined in the *Corporations Act 2001* (Cth) or any other relevant legislation; or
  - (d) in the event that the Customer is a natural person, if the Customer becomes bankrupt or commits an act of bankruptcy as those terms are defined in the *Bankruptcy Act 1966* (Cth) or any other relevant legislation.

### **13. TERMINATION**

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- 13.1 Either party may terminate these Terms of Sale if the other party breaches its obligations as outlined under clause 12 herein or as otherwise permitted at law.
- 13.2 Unless these Terms of Sale are repudiated by one party, before terminating these Terms of Sale, the non-breaching party must serve a notice to remedy breach on the breaching party at their Address for Service, outlining the details of the breach, how the breach is to be remedied, and providing a period of not less than fourteen (14) days to remedy the breach.
- 13.3 If the breaching party does not remedy the breach as required under clause 13.2 herein, then the non-breaching party may terminate the contract by serving a Notice of Termination on the breaching party at their Address for Service.
- 13.4 If these Terms of Sale are terminated, then the termination will not prejudice the non-breaching party's legal rights or remedies against the other party, including a right to recover any monies owing under these Terms of Sale.
- 13.5 The obligations of the parties that by their nature could reasonably be construed as applying beyond the termination of these Terms of Sale will survive the termination of the same and continue to apply.

### **14. WAIVER**

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- 14.1 A waiver by any Party of any right arising from a breach of these Terms of Sale must be in writing and signed by the Party granting the waiver.

### **15. GOVERNING LAW AND JURISDICTION**

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- 15.1 These Terms of Sale is governed by and must be construed according to the laws of Queensland.
- 15.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of or exercising jurisdiction in Queensland with respect to any Claims which may be brought at any time relating in any way to these Terms of Sale.

### **16. GENERAL**

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- 16.1 These Terms of Sale constitutes the entire agreement between the Parties in relation to its subject matter and supersedes any prior understanding or agreement between them.
- 16.2 The Parties agree to be immediately bound by these Terms of Sale upon exchange of executed copies or originals of these Terms and Conditions.
- 16.3 If all or part of a provision of these Terms of Sale is void, voidable, unenforceable or illegal for any reason but would not be if it were read down (and it is capable of being read down), the provision will be read down accordingly.
- 16.4 Regency Stone may, in their absolute discretion, review and amend these Terms of Sale from time to time. Any amendments made will take effect on the day that Regency Stone notifies the Customer of these amendments.
- 16.5 Regency Stone excludes all liability for any loss or damage, however caused, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this online quote or use there of or inability to use by any Party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure. This clause applies even in circumstances where Regency Stone, or representatives thereof, are advised of the possibility of such damages, losses or expenses. Hyperlinks to other internet resources are at the Customer's own risk; the content, accuracy, opinions expressed, and other links provided by these resources are not investigated, verified, monitored, or endorsed by Regency Stone.
- 16.6 The Customer agrees to the provisions in the *Electronic Transactions Act 2001* (Qld) to the extent that the same applies to these Terms of Sale and any dealings between the Parties.

### **17. CANCELLATION**

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- 17.1 No order may be cancelled except with consent in writing and on terms, which will indemnify the Company against all losses.
- 17.2 Without prejudice to any other remedies Regency Stone may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Regency Stone may suspend or terminate the supply of Goods to the Client. Regency Stone will not be liable to the Client for any loss or damage the Client suffers because Regency Stone has exercised its rights under this clause.
- 17.3 Regency Stone may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. Regency Stone shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 17.4 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Regency Stone as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 17.5 Cancellation of orders for Goods made to the Client's specifications, will definitely not be accepted once production has commenced, or an order has been placed.