



**Central National
Australia Pty. Ltd.**
ABN 49 000 724 023

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Central National

A member of Central National-Gottesman Inc./Lindenmeyr Group

CENTRAL NATIONAL AUSTRALIA PTY. LTD. ABN 49 000 724 023

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") apply to all sales by Central National Australia Pty. Ltd. ABN 49 000 724 023 and its related bodies corporate (as that term is defined in the Corporations Act 2001) (Supplier) to its customers and proposed customers (each, a "Applicant"). All Applicant orders are expressly subject to these Terms. No quotation or agreement is binding upon Supplier unless confirmed by Supplier's written acknowledgment or confirmation (an "Acknowledgement"), which states the only obligations to which Supplier is bound. Such Acknowledgment, together with these Terms, shall constitute the entire agreement between Supplier and Applicant and there are no understandings, agreements or representations, express or implied, not specified herein or therein. Supplier objects to any terms proposed in Applicant's proposal, purchase order, acknowledgment or other document which add to, vary from, or conflict with the Terms. Subject to the express provisions of these Terms, the customs of the Australian paper trade relating to merchandise of the type and quality herein provided for shall apply, including without limitation tolerances as to quantity, quality (including basis weight or grammage), size (including size of sheets and width of rolls or reels) and delivery. These Terms supersede all previous Terms and Conditions of Sale.

Payment terms

1. The terms of payment are as stated on the invoice. Supplier may, at any time, unilaterally vary the terms of trade in its absolute and unfettered discretion.
2. Should the Applicant not pay for the goods or services supplied by the Supplier in accordance with the credit terms as provided herein, or as agreed in writing by the Supplier from time to time, in addition to interest as provided in these Terms the Supplier will be entitled to charge an administration fee of:
 - (a) 10 percent of the amount of the invoice payable; and
 - (b) a further 10 percent per annum payable per year, or part thereof, until payment by the Applicant.
3. Unless stated otherwise all prices quoted are in Australian dollars and payments are to be made in Australian currency free of exchange.
4. Payment for goods supplied shall be made in full by the Applicant to the Supplier by a method of payment approved by the Supplier without deduction or set off within the approved term as advised by the Supplier, or in the absence of a term approved by the Supplier, on or before the Due Date.
5. The chargeable weight for the quantity actually delivered is in the case of paper in sheets, the nominal weight of reams (inclusive of ream wrapper whether or not the paper is wrapped) and, in the case of paper on reels the actual weight (inclusive of the weight of reel wrappers, cores and wooden plugs).
6. Time is of the essence regarding the making of all payments.
7. The Supplier may, from time to time, offer customers discounts as an incentive for making timely payments. Any such incentives will only be provided to customers on such terms approved by the Supplier. No settlement discounts will be allowed if an Applicant's current account balance is overdue.
8. The Supplier reserves the right to recover any merchant fees or surcharges or other bank charges that it may incur as a consequence of an Applicant purchasing goods from the Supplier by credit card, purchasing card, or other instrument at the same rate charged to the Supplier by the merchant.
9. If in Supplier's opinion Applicant's credit becomes impaired, Supplier may at any time delay, suspend or cancel shipments or demand cash in advance of delivery, or limit credit or alter credit terms before or after delivery, in which case payment shall be due in accordance with such demand, limitation or alteration.

Price Variation

10. The Supplier reserves the right to vary any quoted prices of goods at any time by notice in writing to the Applicant, provided always that the Applicant may within 7 days of receipt of that notice request that any part of an order for goods effected by the price variation be terminated and shall notify the Supplier in writing of such request. Within 14 days of receipt of a request for termination from an Applicant, the Supplier may either terminate that part of the order, or elect to supply the goods to the Applicant at the original price which shall be binding on the Applicant and the Applicant's request for termination shall have no effect. Without limiting the foregoing, any increase in freight or insurance or other costs, whether or not included in the quoted price, shall be paid by Applicant or reimbursed to Supplier by Applicant and shall be paid by Applicant and shall be added to the prices provided for in the Acknowledgement and the Terms

Withdrawal of Quotation

11. Unless withdrawn, any quotation made by the Supplier is open for acceptance by the Applicant for 30 days from the date of the quotation or such other period as specified by the Supplier in writing to the Applicant.

Jurisdiction

12. The Applicant acknowledges and agrees that these Terms will be governed by the laws of Victoria, and the laws of the Commonwealth of Australia which are in force in Victoria.
13. The Applicant acknowledges and agrees that any contract for the supply of goods or services between the Supplier and the Applicant is formed at the address of the Supplier.
14. The parties to these Terms submit to the non-exclusive jurisdiction of the courts of Victoria and the relevant federal courts and courts competent to hear appeals from those courts.

Security/charges



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15. The Applicant charges in favour of the Supplier all of its estate and interest in any real property that the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.

16. The Applicant charges in favour of the Supplier all of its estate and interest in any personal property that the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.

17. The Applicant appoints as its duly constituted attorney the Supplier's company secretary from time to time to execute in the Applicant's name and as the Applicant's act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Applicant may own in any Land Titles Office in any state or territory of Australia, even though the Applicant may not have defaulted in carrying out its obligations hereunder.

18. Where the Applicant has previously entered into an agreement with the Supplier by which the Applicant has granted a charge, mortgage or other security interest (including a security interest as defined in the Personal Property Securities Act 2009 (PPSA)) over or in respect of real or personal property, those charges, mortgages or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereto will continue and co-exist with the obligations and security interests created in these Terms and will secure all indebtedness and obligations of the Applicant under these Terms. The Supplier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

Purpose of credit

19. The Applicant acknowledges and agrees that the credit to be provided to the Applicant by the Supplier is to be applied wholly or predominantly for commercial purposes.

Formation of contract

20. Quotations made by the Supplier will not be construed as an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, at its discretion, any offer to purchase received by it. Only delivery by Supplier of an Acknowledgement will complete a contract.

21. Placement of an order, either verbally or in writing, will imply acceptance of the Supplier's offer and of these Terms.

Retention of Interest

22. Title in the goods will pass to Applicant in accordance with the relevant shipment terms stated for the particular order; provided, that Supplier shall retain an interest in the underlying goods until the Applicant has made payment in full for the goods and, further, until the Applicant has made payment in full of all the other money owing by the Applicant to the Supplier (whether in respect of money payable under a specific contract or on any other account whatsoever).

23. Whilst the Applicant has not paid for the goods supplied in full at any time, the Applicant agrees that the Supplier retains an interest in those goods supplied and not yet sold or converted.

24. Until payment in full has been made to the Supplier, the Applicant will hold the goods and agrees to store the goods in such a manner that they can be identified.

25. The Applicant will be entitled to sell the goods in the ordinary course of its business, but until full payment for the goods has been made to the Supplier, the proceeds of sale of the goods will be held by the Applicant on trust for the Supplier absolutely.

26. The Applicant's indebtedness to the Supplier, whether in full or in part, will not be discharged by the operation of clause 25 hereof unless and until the funds held on trust are remitted to the Supplier.

27. The Supplier may, until it has been paid in full for the goods, at its absolute discretion and without further notice and prejudice to any other of its rights, re-take possession of the goods from any site owned or controlled by the Applicant, and the Applicant grants the Supplier (or its duly appointed agent) an irrevocable licence to do so without any liability for any loss or damage suffered as a consequence of such entry or re-taking of possession.

28. The Applicant will be responsible for the Supplier's costs and expenses in exercising its rights under clause 27. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Applicant against the Supplier, its employees, servants or agents.

29. The Applicant agrees that where the goods have been retaken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the goods, and if necessary, sell the goods with the trademark or name of the Applicant on those goods, and the Applicant hereby grants an irrevocable licence to the Supplier to do all things necessary to sell the goods bearing the name or trademark of the Applicant.

30. For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the PPSA.

30a. All business conducted with Central National Australia Pty. Ltd. is listed with the PPSR.

Cancellation of terms of credit

31. The Supplier reserves the right to withdraw credit at any time, whether the Applicant is in default under the terms of these Terms or not.

32. Upon cancellation with or without notice all liabilities incurred by the Applicant become immediately due and payable to the Supplier.

Indemnity

33. The Applicant agrees to indemnify the Supplier and keep the Supplier indemnified against any claim. This indemnity includes any legal fees and expenses the Supplier incurs in order to enforce its rights, on an indemnity basis.

Provision of further information; default

34. The Applicant undertakes to comply with any request by the Supplier to provide further information for the purpose of assessing the Applicant's creditworthiness, including an updated credit application.

35. If Applicant fails, in connection with any transaction with Supplier, to furnish proper letter of credit or other document, shipping instructions or specifications with respect to any merchandise in ample time prior to earliest date specified for shipment, or to accept delivery of any merchandise or



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to make payment when due of any sum owing to Supplier or otherwise defaults in the performance of any of its obligations, regardless of the materiality of such default, or becomes insolvent or makes an assignment for the benefit of creditors or if a petition is filed by or against Applicant under any bankruptcy or insolvency law or for the appointment of a receiver of Applicant, Supplier may recover all sums due or to become due and in addition may without prior notice (a) recover any loss and damages sustained, (b) rescind the transaction, in whole or in part, (c) ship any undelivered merchandise to Applicant or hold it as bailee for Applicant or store it in a public warehouse, in either case at Applicant's risk and expense and recover the price for such merchandise, (d) resell any undelivered merchandise and recover from Applicant the difference between the price for such merchandise under the applicable Acknowledgement and the resale price, plus expenses and charges, or (e) defer deliveries until default is made good. If Applicant fails to furnish any instructions or specifications, Supplier shall also have the right to determine the specifications for itself and/or ship to Applicant's address stated or to Applicant's address last known to Supplier, and Supplier shall be relieved from all further obligations with respect thereto. Acceptance by Supplier of payment for any delivery or shipment shall not be construed as a waiver by Supplier of any default on the part of the Applicant. Supplier's rights and remedy herein are not exclusive and shall be cumulative and in addition to any other right or remedy given herein or now or hereafter existing under law. At its option Supplier may make deliveries of withheld shipments so withheld during or after the term hereof, and Applicant's refusal to accept such shipments shall constitute a default.

Insolvency

36. If the Applicant becomes insolvent, the Applicant remains liable under these Terms for payment of all liabilities incurred hereunder. The Applicant remains liable under these Terms even if the Supplier receives a dividend or payment as a result of the Applicant being insolvent.

Waiver

37. A waiver of any provision or breach of these Terms by the Supplier must be made by an authorised officer of the Supplier in writing. A waiver of any provision or breach of these Terms by the Applicant must be made by the Applicant's authorised officer in writing.

38. Until ownership of the goods passes, the Applicant waives its rights it would otherwise have under the PPSA:

- (a) under section 95 to receive notice of intention to remove an accession;
- (b) under section 118 to receive notice that the Supplier intends to enforce its security interest in accordance with land law;
- (c) under section 121(4) to receive a notice of enforcement action against liquid assets;
- (d) under section 129 to receive a notice of disposal of goods by the Supplier purchasing the goods;
- (e) under section 130 to receive a notice to dispose of goods;
- (f) under section 132(2) to receive a statement of account following disposal of goods;
- (g) under section 132(4) to receive a statement of account if no disposal of goods for each 6 month period;
- (h) under section 135 to receive notice of any proposal of the Supplier to retain goods;
- (i) under section 137(2) to object to any proposal of the Supplier to retain or dispose of goods;
- (j) under section 142 to redeem the goods;
- (k) under section 143 to reinstate the security agreement; and
- (l) under section 157(1) and 157(3) to receive a notice of any verification statement.

Costs

39. The Applicant must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Applicant. The Applicant must also pay for all stamp duty and other taxes payable on these Terms (if any).

40. The Applicant will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Applicant, including collection costs, debt recovery fees and legal costs on an indemnity basis. Such costs and disbursements will be due and payable by the Applicant to the Supplier irrespective of whether pursuit of the recovery action, claim or remedy is successful.

41. The Applicant acknowledges and agrees that payments by the Applicant will be applied by the Supplier as follows.

- (a) Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 39 and 40.
- (b) Secondly, in payment of any interest incurred in accordance with clause 48.
- (c) Thirdly, in payment of the outstanding invoice(s).

42. In circumstances where the Supplier seeks to enforce a purchase money security interest under the PPSA over collateral or proceeds (these terms being consistent with the terms defined in the PPSA), payments received from the Applicant will be allocated in a manner at the Supplier's absolute and unfettered discretion, so as to attribute, to the greatest extent possible, the unpaid balance of the debt to the purchase money obligation in respect of the collateral and/or proceeds over which the Supplier seeks to enforce its purchase money security interest.

43. To the extent that payments have been allocated to invoices by the Supplier in its business records, the Supplier may, at its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at the Supplier's absolute discretion, including in a manner inconsistent with clause 42 herein.

44. Payments allocated (and/or reallocated) under clause 42 and/or 43 will be treated as though they were allocated (and/or reallocated) in the manner determined by the Supplier on the date of receipt of payment.

Insurance

45. From the day that risk in the goods passes to the Applicant until Supplier has been paid in full for the goods, the Applicant must, at its own cost, insure the goods, against such risks as a prudent owner of the goods would insure them (for their full insurable value).

Taxes and duty

46. The Applicant must pay GST on any taxable supply made by the Supplier to the Applicant under these Terms. The payment of GST is in addition to any other consideration payable by the Applicant for a taxable supply.

47. If as a result of:

- (a) any legislation becoming applicable to the subject matter of these Terms; or



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(b) any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration; the Supplier becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Applicant, then the Applicant must pay the Supplier these additional amounts on demand.

Interest rates

48. The interest rate on any outstanding debts is a fixed rate of 15 percent per annum.

Set-off

49. All payments required to be made by the Applicant under these Terms will be made free of any set-off, or counterclaim and without deduction or withholding.

50. Any amount due to the Supplier from time to time may be deducted from any monies which may be or may become payable to the Applicant by the Supplier.

Miscellaneous

51. The Supplier is not liable for any loss caused to the Applicant by reason of force majeure as set forth below.

52. In relation to the supply of goods, the Supplier's liability is limited to (at Supplier's option):

- (a) replacing the goods or supplying similar goods;
- (b) repairing the goods;
- (c) providing the cost for replacing the goods or for acquiring equivalent goods; and
- (d) providing the cost for having the goods repaired.

53. In relation to the supply of services, the Supplier's liability is limited to:

- (a) supplying the service again; or
- (b) providing for the cost of having the services supplied again.

54. The Supplier is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of value, punitive, exemplary or similar damages, loss of a right or any other indirect loss suffered by the Applicant.

55. The Applicant agrees to accept service of any document required to be served, including any notice under these Terms or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Applicant or the Applicant's authorised representative.

56. The Applicant further agrees that where we have rights in addition to those under part 4 of the PPSA, those rights will continue to apply.

57. The Applicant irrevocably grants to the Supplier the right to enter upon the Applicant's property or premises, without notice, and without being in any way liable to the Applicant or to any third party, if the Supplier has cause to exercise any of their rights under sections 123 and/or 128 of the PPSA, and the Applicant shall indemnify the Supplier from any claims made by any third party as a result of such exercise.

58. Nothing in these Terms shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods and/or services pursuant to these Terms of all or any of the provisions the Competition and Consumer Act 2010 or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

Cancellation

59. Cancellation of any order by the Applicant requires approval in writing from the Supplier (which may or may not be granted) otherwise the Goods will be delivered to the Applicant and the Supplier will be entitled to receive payment of the purchase price from the Applicant in accordance with these Terms.

60. If the Supplier accepts cancellation of an order by Applicant, it reserves the right to charge the Applicant a fee.

61. The Supplier is not obliged to supply goods in relation to any order and may cancel or suspend (in its absolute discretion and without limitation to any other remedy available to it) the trading account of the Applicant at any time if:

- (a) the Applicant breaches any of these Terms;
- (b) the Applicant has provided any false or misleading or inaccurate information to the Supplier (including information set out in the Application);
- (c) the Applicant commences to be wound up, struck off, placed in liquidation, under official management, or to appoint either a receiver or an administrator; or
- (d) the Supplier has formed the opinion (in its absolute discretion) that the Applicant no longer meets the financial conditions or commitment expected from its customers.

62. In addition to other remedies herein or at law, cash payments or satisfactory security from the Applicant may be required by the Supplier before dispatch of the Goods, or the due date for payment by the Applicant under any Order may be accelerated by the Supplier.

Limitation of Liability

63. SUPPLIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EXCEPT THAT ANY GOODS DELIVERED SHALL BE OF THE MANUFACTURER'S STANDARD QUALITY FOR MERCHANDISE OF SUCH KIND. Except for the foregoing, or as expressly provided to the contrary in these Terms, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise in relation to the goods (including but not limited to those implied by the United Nations Convention on Contracts for the International Sale of goods) are excluded to the maximum extent permitted by law.

64. To the extent that any provision of legislation of the Commonwealth or any State or Territory may imply warranties or impose obligations on the Supplier which cannot be excluded, the Supplier's liability will be limited to one or more of the following as determined by the Supplier:

- (a) the replacement of the goods or the supply of equivalent goods;
- (b) the repair of the goods;
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (d) the payment of the cost of having the goods repaired.



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65. Except as expressly provided in these Terms, the Supplier shall not be liable to the Customer, its servants agents or contractors for any loss, damage, injury to property or persons (including but not limited to for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of value, punitive, exemplary or similar damages, loss of a right or any other indirect loss) resulting from, arising out of, or in connection with the acquisition, delivery, re-supply, retaking of possession, installation or use of the goods or any other claim whatsoever arising directly or indirectly out of or in any way attributable to the performance or non-performance of an Order.

66. The Applicant agrees to indemnify the Supplier its employees and agents against all actions proceedings and claims (including consequential loss and loss of profits) whatsoever brought against the Supplier its servant agents or contractors in relation to any injury loss of life or damage to any property or financial or other consequential loss for and in respect of any loss injury expense or damage howsoever caused whether by the negligence of the Supplier or not arising directly or indirectly out of or in any way attributable or incidental to the performance of an Order.

Delivery and Contingencies.

67. Goods shall be delivered as per supplying mill conditions.

68. Supplier shall have the right to deliver within 15% more or less of the quantities specified and within 30 days of the time specified. Supplier may make partial deliveries and Applicant shall accept and pay for same. No defect or nonconformity in any shipment or delivery shall excuse Applicant from accepting and paying for any other shipment or delivery. If Applicant fails to take the stated quantity in any period, Applicant shall not be entitled to demand the deficiency in subsequent periods and Supplier may cancel all or any part of the remaining unshipped tonnage. When making deliveries, Supplier may apportion Supplier's available supply among Supplier's Applicants in a reasonable manner. Shipments in transit must be accepted by the Applicant. If for any reason beyond Supplier's reasonable control, delivery is made at a location other than the location designated or if the carrier shall make delivery elsewhere than as designated under the force majeure provisions of its bill of lading, such place of delivery shall be deemed substituted for all purposes for the place so designated.

69. **FORCE MAJEURE.** If Supplier's performance is, is, in whole or in part, prevented, delayed, hindered or rendered impracticable or more expensive by a circumstance caused in whole or in part by any condition beyond Supplier's reasonable control, whether affecting the Supplier, the carrier or Supplier's supplier or manufacturer, including as a result of failure of Supplier's suppliers to make adequate or timely delivery of the merchandise (including as a result of complete or partial mill sale or shutdown); general labor disturbance such as but not limited to strikes, lockouts or other labor disputes; war (declared or not), hostilities, military mobilization, riot, armed conflict, insurrection, embargo or blockade; terrorism, sabotage or piracy; imposition of duties, tariffs, quotas, sanctions or other import, export or other restrictions (including restrictions on payment channels); plague, epidemic, pandemic, widespread infectious disease or public health crisis, including quarantine or other employee restriction or other emergency, statute, regulation, order or any other action of any governmental authority; transportation breakdown or delay; rejected mill runs; act of God or natural disaster such as but not limited to storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought, explosion, fire; destruction of machines, equipment factories and any kind of installation; prolonged breakdown of telecommunication or electric current; accidents; shortage or inability to obtain material or supplies, or any other circumstance beyond Supplier's control whether or not foreseeable or abatable or subject to mitigation by Supplier, it shall not constitute a default; but Supplier may either cancel such transaction as to the undelivered portion or may deliver when and where (within, however, the country of destination) reasonably able.

70. The Applicant shall inspect all goods delivered against the invoice and/or delivery docket at the time of receipt of goods and must note any deficiencies before acknowledging receipt.

71. Without prejudice to any other rights and remedies which it may have, the Supplier may charge storage and transportation expenses (including demurrage and warehouse charges and extra delivery expense) if the Applicant fails or refuses to take or accept delivery or indicates to the Supplier that it will fail or refuse to take or accept delivery at the time specified or at any other times that the Supplier (or its nominated carrier) is able to deliver the goods, or if goods cannot be reasonably delivered as designated because of conditions beyond Supplier's reasonable control, including labor unrest affecting port conditions. Notice by the Supplier that the goods have been stored in accordance with this clause shall constitute delivery of the goods.

Packing

72. The Supplier accepts no responsibility for any damage whatsoever to the goods whether caused by or attributable to directly or indirectly by the Supplier, its employees, agents or contractors. All stowing, packing, loading of containers and other related items are the responsibility of the mill manufacturing the goods. Applicant will use due care in opening any container or packaging and shall be responsible for any losses arising from shifting of goods in transit.

Claims and Returns

73. Goods may not be returned without the express consent of Supplier.

74. If agreed by Supplier goods returned to the Supplier will not be accepted unless the goods are returned in original packaging and are fit for resale.

75. Any goods returned must be at the Applicant's entire risk and expense except in cases where goods have been supplied in error by the Supplier; all goods returned must be by the Supplier's nominated carrier.

76. The Supplier shall not be liable for any claim, loss or damage either direct or consequential arising out of any defects arising from the supply or use of the goods.

Execution

77. The Applicant acknowledges that its agents and employees may place orders for goods with the Supplier and that it shall be bound by these Terms irrespective of whether any such orders are unauthorized or fraudulent.

Notices

78. The Supplier may serve any notice on the Applicant by forwarding it by post or facsimile at the last known address of the Applicant.



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Clerical Errors

79. Clerical errors, typing errors or other errors in computations, catalogue, quotation, acceptance, offer, invoice, delivery docket, credit note or specification of the Supplier shall be subject to correction by the Supplier.

Severance

80. If any provision of these Terms is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.

81. If any part of these Terms is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

Variation

82. The Applicant agrees that these Terms may be varied, added to, or amended by an authorised officer of the Supplier at any time by posting revised Terms on Supplier's website.

83. Any proposed variation to these Terms by the Applicant must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing.

84. Variations requested by the Applicant will only be binding upon the Supplier if they are accepted in writing.

Consent to register

85. The Applicant hereby consents to the Supplier recording the details of these Terms on the Personal Property Securities Register and agrees to do all things necessary and reasonably required by the Supplier to effect such registration.

86. The Applicant waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

Entire agreement

87. These Terms constitutes the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of these Terms are merged in these Terms and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of these Terms or constitutes any collateral agreement, warranty or understanding.

88. Notwithstanding the preceding paragraph, (i) in circumstances where there is a pre-existing written credit agreement (Original Agreement) between the Applicant and the Supplier, these terms and these Terms will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with the terms herein, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail, and (ii) if and to the extent the relevant supplying mill has terms or conditions, or claim, transit loss, or other policies, inconsistent with these Terms such that Supplier would, under these terms, assume obligations or liabilities to Applicant that are not supported by the supplying mill, the terms, conditions and policies of the supplying mill shall govern. Upon request Supplier will provide Applicant with a copy of any such terms, conditions or policies.