



### BUSINESS DETAILS

**TYPE OF BUSINESS**  
Private (Pty) Company Partnership  
Public Company Sole Trader

**TRADING NAME**  
\_\_\_\_\_  
\_\_\_\_\_

**COMPANY NAME**  
\_\_\_\_\_  
\_\_\_\_\_

**ABN**  
| | | | | | | | | | | | | | |

**POSTAL ADDRESS**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DELIVERY ADDRESS**  
\_\_\_\_\_  
\_\_\_\_\_

**CREDIT LIMIT REQUIRED**  
\_\_\_\_\_

### BACKGROUND INFORMATION

**YEAR YOUR BUSINESS COMMENCED OPERATIONS**  
\_\_\_\_\_

**MONTHLY PURCHASES**  
\_\_\_\_\_

**RECEIVERSHIP**  
Have any proprietors, directors or partners been involved in a bankruptcy/liquidation/receivership/administration?  
Yes No

**DIRECTORS/PARTNERS/SOLE TRADERS**

Name 1  
\_\_\_\_\_

Home address 1  
\_\_\_\_\_  
\_\_\_\_\_

Name 2  
\_\_\_\_\_

Home address 2  
\_\_\_\_\_  
\_\_\_\_\_

### TRADE REFERENCES

Name of 1st reference  
\_\_\_\_\_

Suburb Telephone number  
\_\_\_\_\_

Name of 2nd reference  
\_\_\_\_\_

Suburb Telephone number  
\_\_\_\_\_

### CONTACT DETAILS

**ACCOUNTS CONTACT**  
\_\_\_\_\_  
Position \_\_\_\_\_

**PURCHASES CONTACT**  
\_\_\_\_\_  
Position \_\_\_\_\_

**TELEPHONE NUMBER FAX NUMBER**  
\_\_\_\_\_

**EMAIL ADDRESS**  
| | | | | | | | | | | | | | |

### SIGNATURES

To comply with the Privacy Amendment Act 1990, I/we the undersigned, acknowledge that Domain Paper Australia has informed me/us, in accordance with S.18E(8)(9c) of the Privacy Act 1988, that certain items of personal information about me/us contained in this application that are permitted to be kept on a credit information file might be disclosed to a Credit Reporting Agency.

I/we agree, in accordance with the following sections: S.18K(1)(b), S.18K(1)(c), S.18K(1)(h), S.18N(1)(b) that use by Domain Paper Australia of the relevant information referred to in those sections may occur for the purpose of accessing this application.

I/we acknowledge that on Domain Paper Australia's acceptance of our application for credit and by placing our first order, that I/we hereby accept Domain Paper Australia's Terms and Conditions of sale as attached.

**DIRECTOR 1**  
Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date  
D D M M Y Y Y Y  
| | | | | | | |

**DIRECTOR 2**  
Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date  
D D M M Y Y Y Y  
| | | | | | | |

## TERMS AND CONDITIONS OF SALE

### 1 DEFINITIONS

In the Terms of the Order:-

"The Seller" means Domain Paper Australia (ABN 26 595 034 663) of 22 Galli Court Dandenong, Victoria, 3175 Australia and includes its successors and assigns.

"The Buyer" means any person, directors or authorised officers, firm, corporation or entity, which purchases or orders Goods from the Seller.

"Goods" or "The Goods" means the paper or other articles or materials described in any invoice issued by the Seller and supplied or to be supplied to the Buyer under an Order.

"Goods and Services Tax" means the tax created by A New Tax System (Goods and Services Tax) Act 1999 and its associated legislation.

"Insolvent means:-

- (i) In the case of an individual, an application is made to a court for a sequestration order against that person or the person commits an act of bankruptcy or attempts to take any steps to obtain protection or is granted protection from that person's creditors under any applicable legislation, and
- (ii) in either case a person or company entering into a composition, assignment or arrangement with creditors.
- (iii) in the case of a company, an application is made to a court for an order or a order is made that the company be wound up, an application is made to a court for an order appointing a provisional liquidator or receiver of the company, a meeting is convened or a resolution is passed to appoint an administrator of the company, the company calls a meeting for the purpose of appointing a liquidator of any of the events described as Sections 459C(2) (a) to (f) or 585 of the Corporations Act occurs in relation to the company.

"Value Added Goods" means Goods to which The Buyer apply, or arrange to be subject to, a Value Adding Process;

"Value Adding Process" means any processing, mixing or affixing process including printing, gluing, cutting and binding.

"Order" means the agreement resulting in the acceptance by the Seller of an order for Goods placed by the Buyer and shall be deemed to include the terms and conditions contained in the Terms, the current price list of the Seller, the information on the face of any invoice and any variations thereof agreed to in writing by the parties.

"The Terms" means these terms and conditions for the supply of the Goods by the Seller or such other terms and conditions as may be notified in writing by the Seller to the Buyer including on the back of any invoice or delivery docket.

### 2 CONTRACT

An Order contains the whole understanding of the parties relating to the subject matter of the Terms and the Terms cannot be altered or varied without the written agreement of the Seller. The Terms and the current price of the Seller supersede all previous terms and price lists of the Seller. If any dispute arises over any Order (including any question of identity, authority or any telephone, facsimile, computer or e-mail order) the internal records of the Seller will be conclusive evidence of what was ordered. Each Order placed shall be and be deemed to be a representation made by the Buyer at the time that it is solvent and has the present and future ability to pay all of its debts as and when they fall due.

### 3 ACCEPTANCE

The Buyer shall be deemed to accept the Terms for the purposes of any Order upon a copy of the Terms being sent or delivered by or on behalf of the Seller to the Buyer and the Buyer subsequently placing an order with the Seller for the Goods.

### 4 INCONSISTENCY

Any condition contained in any document (including any order form) created or issued by the Buyer (whether in response to the Terms or otherwise) does not bind the Seller and the Buyer acknowledges that in the absence of a variation in writing thereof agreed to by the Seller, the Buyer will be bound by the Terms.

### 5 PRICE AND TERMS OF PAYMENT

- 5.1 The Buyer shall pay the price stated in any invoice of the Seller and payment of the invoice shall be made by a method of payment approved by the Seller without deduction or set off.
- 5.2 The chargeable weight for the quantity actually delivered is in the case of paper in sheets, the nominal weight of reams (inclusive of the weight 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).
- 5.3 Unless Goods are specified in the price list as "Under Millpack", goods may only be purchased by the Buyer in Millpacks.
- 5.4 All payments due under an Order are to be made in Australian currency free of exchange and shall be made to the Seller's office in Australia stated on the invoice relating to such Order or to such other place as may be notified by the Seller to the Buyer in writing.
- 5.5 The Seller shall invoice the Buyer upon delivery of the Goods. Unless notified on the face of the invoice or otherwise in writing by the Seller payment of the price stated on the invoice shall be made by the Buyer on or before the last business day of the month following the month in which the invoice is raised. ("the due date"). In the event of any discrepancy between the Terms and any terms and conditions of the Seller appearing on the face of the invoice, the latter shall prevail. Time shall be of essence in relation to all obligations of the Buyer to make payment for the Goods.
- 5.6 If the invoice is not paid by the due date:-

- (i) the Seller is entitled to suspend all further deliveries of the Goods to the Buyer until payment is made in full on all outstanding invoices, and
- (ii) the price stated on the invoice shall bear interest from the date of delivery of the Goods until the price is paid in full.

Interest shall be paid at an annual rate of the aggregate of 4% plus the rate published under the name "National Australia Bank Reference Rate" (or any rate substituted therefore and serving a similar purpose as that rate) from time to time on the price remaining unpaid and upon any judgement recovered in respect thereof. The certificate of any officer of the National Australia Bank as to the National Australia Bank Reference Rate shall be conclusive evidence thereof. Interest shall accrue on a daily basis and shall be payable on demand.

- (iii) the Buyer will pay or reimburse to the Seller any costs or expenses incurred by it or its legal advisors, mercantile agents & other parties acting on the Seller's behalf in

respect of anything instituted or being considered against the Buyer whether for debt, possession of any products, taking security or otherwise.

- 5.7 The goods may only be returned for credit or exchange. No refunds will be made. Custom made or custom processing Goods or Goods acquired specifically for the Buyer will only be returnable with the Seller's written consent. Goods may only be returned for credit or exchange within 7 days of the date of invoice and must be in as new & saleable condition. At the Seller's discretion, Goods returned for credit or exchange may incur a fee equal to 10% of the price of the Goods provided however that the minimum fee per Order shall be \$30 and the maximum fee per Order shall be \$300.
- 5.8 The Seller shall not under any circumstances be liable for any claim, loss or damage sustained or incurred by the Buyer or any other party arising in any way as a result of the unavailability of the Goods or any delay in the delivery of the Goods or part thereof or any failure to deliver the Goods or part thereof.
- 5.9 Subject to clause 5.5 the Seller reserves the right at any time to suspend credit or to change credit terms provided to the buyer when in the Seller's sole opinion the financial condition of the Buyer so warrants. In any such case in addition to other remedies herein or at law, cash payments or satisfactory security from the Buyer may be required by the Seller before dispatch of the Goods, or the due date for payment by the Buyer under any Order with the Seller may be accelerated by the Seller. The Buyer agrees that, subject to the terms of the Privacy Act 1988, the Seller may in its absolute discretion disclose the status of the Buyer's account to any person or corporation.

### 6 GOODS AND SERVICES TAX (GST)

Unless otherwise specifically stated, all prices and amounts listed are exclusive of GST (currently 10%). If GST is payable by the Seller on the supply of goods or services to the Buyer, the Buyer will pay the Seller the price or other amount invoiced plus GST. The Seller agrees to provide the Buyer with a tax invoice as required by the GST legislation for amounts to be paid by the Buyer in accordance with the Seller's price list.

### 7 DELIVERY AND STORAGE

- 7.1 While the Seller shall make every endeavour to deliver the correct quantity, quality and where applicable, size and weight of goods ordered, the Buyer acknowledges that the Seller may experience difficulty in supplying the Goods in the exact terms as ordered. Accordingly the Buyer agrees that in relation to the supply of goods it shall accept and pay for goods supplied by the Seller notwithstanding inaccuracies in the precise quantity, quality, size or weight of goods (as the case may be), in comparison to the precise terms of Order, on the following basis.

- (a) in the case of raw Paper products, in accordance with percentage tolerance levels prescribed under the Terms and Conditions of supply of the manufacturing paper mill supplying the Seller or, as may be agreed between the Buyer and the Seller from time to time.

- (b) in all cases an appropriate pro-rata adjustment shall be made for the value of any over or under supply with a commensurate variation to the purchase price payable.

- 7.2 The Goods shall be delivered to the Buyer FIS capital city FAS alongside rail country deliveries. Indent orders shall be delivered as per supplying mill conditions. Risk in the Goods passes to the Buyer in the earlier of :-

- (a) delivery to the Buyer or his agent or a carrier nominated by the Buyer or by the Seller on the Buyer's behalf, or

- (b) despatch of the invoice for the Goods to the Buyer.

- 7.3 Goods delivered to the Buyer are subject to freight and/or courier charges as determined by the Seller from time to time and which shall be payable by the Buyer. Freight and/or courier charges will be included in the invoice for the relevant order.

- 7.4 In the event that the Buyer requests the Seller to withhold delivery of the Goods or any part thereof or if delivery is delayed for any other reason as a consequence of the Buyer's instructions or lack thereof the Seller may in its absolute discretion store the Goods for the Buyer and the Buyer shall pay the Seller all storage charges charged or incurred by the Seller and if the Goods are stored elsewhere all cartage charges incurred by the Seller.

- 7.5 Notice by the Seller to the Buyer that all Goods have been stored in accordance with this clause shall constitute delivery of the Goods.

- 7.6 The Seller reserves the right upon notice to the Buyer at any time to withhold deliveries if the Seller in its sole discretion considers that the financial condition of the Buyer so warrants and that such action is advisable to protect The Seller interests.

- 7.7 Whether or not risk had passed on to the Buyer, the Seller shall to the full extent permitted by law be under no liability in respect of any damage caused to, or any deterioration of, the Goods during the course of transit.

- 7.8 A Certificate purporting to be signed by an officer of the seller confirming delivery shall be conclusive evidence of delivery, as shall any signed delivery docket.

### 8 PARTIAL DELIVERY/FORWARD ORDERS

If the Buyer places any forward order the Buyer agrees.

- (a) to pay so much of any order as is from time to time delivered by the Seller.

- (b) no delay or failure to fulfil any part of any order shall entitle the Buyer to cancel or vary any Order or delay reduce any payment.

### 9 PACKING

Packing will be affected in accordance with the Seller's standard practice and the cost of packing is included in the price. If the Buyer requests other packing, the buyer will bear the cost of packing.

### 10 TIME

- 10.1 The obligations of the Seller shall be suspended during the time and to the extent that the Seller is prevented from or delayed in complying with those obligations by Force Majeure.

- 10.2 Force Majeure means circumstances beyond the control of the Seller which occur without default or negligence of the Seller and include inevitable accidents, storm, flood, fire, earthquake, explosion, peril of navigation, hostility, war (declared or undeclared), insurrection, strike, lockout or other labour difficulty, executive or administrative order or act either general or of particular application of any government whether de jure or de facto or of any official purporting to act under the authority of that government, prohibition or restriction by domestic or foreign laws regulations or policies, quarantine or customs restriction, break down or damage to or confiscation of property.

### 11 LIMITATION OF LIABILITY

- 11.1 To the extent permitted by law all statutory and other implied conditions and warranties relating to the supply of the Goods by the Seller are negated, and the liability of the Seller pursuant to any provision of legislation of the Commonwealth or any state or Territory or pursuant to any other potential liability whether arising from negligence or not, including consequential loss is limited at the option of the Seller to the replacement of the Goods or supply of equivalent goods, the repair of the Goods, the payment

- of the cost of replacing the Goods or acquiring equivalent goods or the payment of the cost of having the Goods repaired.
- 11.2 Except as expressly provided in these Terms, the Seller shall not be liable, to the Buyer, its servants agents or contractors for any loss, damage, injury to property or persons (including but not limited to loss of profits or business or other direct, indirect, special, consequential or incidental damages) 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. The Buyer agrees to check all Goods for compliance with all applicable standards and regulatory bodies before use, on-sale or application and to use or apply same in accordance therewith.
- 11.3 The Buyer agrees to indemnify the Seller its employees and agents against all actions proceedings and claims (including consequential loss and loss of profits) whatsoever brought against the Seller 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 Seller or not arising directly or indirectly out of or in any way attributable or non-performance of an Order. This indemnity does not derogate in any way from any other indemnity provided under the Order.
- 11.4 No dealing between the Seller and the Buyer shall be or be deemed to be a sale by sample, and any advice, recommendation, information or representation given or provided by the Seller as to the quality or performance of the Goods or their suitability for a particular purpose or otherwise in relation to the Goods shall be accepted by the Buyer at its own risk and without any liability or responsibility on the part of the Seller.
- 11.5 If the Buyer is a corporation or company, then the Director/s and or authorised officer are deemed by the acceptance of these Terms and Conditions to personally guarantee the purchase of the Goods. Without limiting the general applicability of these Terms and Conditions, the said Director/s and/or authorised officer hereby consent to the Seller at its absolute discretion, lodging a caveat over any real property owned by them or lodging a charge, whether fixed or floating, over any assets of the company to further secure any debt owing to the Buyer at any time without the need to give any notice to the Buyer and/ or its Director/s or authorised officer personally or otherwise.
- 12 TAXES**  
Without limitation to clause 6, any GST, excise or other tax, impost or duty shall be payable by the Buyer and the Buyer shall not deduct any tax, impost or duty from the price payable to the Seller. Taxes, imposts and duties shall unless stated otherwise in the relevant invoice be added to invoices as separate charges.
- 13 PRICE VARIATION**  
The Seller reserves the right from time to time and at any time to vary the price of the Goods the subject of an Order by notice in writing to the Buyer provided always that upon receipt of that notice the Buyer may elect at any time within 14 days of the receipt of that notice to terminate that Order and shall notify the Seller in writing of its election. Within 14 days of receipt of that notice the Seller has the choice of either accepting the Buyer's election whereupon the Order is terminated or electing to sell the Goods to the Buyer at the original price which price shall be binding on the Buyer and the Buyer's election to terminate the Order shall have no effect.
- 14 WITHDRAWAL OF QUOTATION**  
Unless withdrawn by the Seller, any quotation made by the Seller is open for acceptance by the Buyer for 30 days from the date of the quotation or such other period as may be notified from time to time in writing by Seller to the Buyer.
- 15 PROPERTY AND RISK**
- 15.1 Notwithstanding any provisions in Clause 7 dealing with transfer of risk and notwithstanding that the Buyer has possession of the Goods, property in the Goods remains with the Seller and no legal or equitable interest or property in the Goods whatsoever shall pass to the Buyer or vest in the Buyer until the full amount due for the Goods and all other Goods supplied by the Seller to the Buyer (including any interest payable by the Buyer) has been paid.
- 15.2 The risk of loss of, or damage to, the Goods will pass to the Buyer on delivery and the Buyer will insure the Goods until sold by the Buyer.
- 15.3 Title to the Goods will not pass from the Seller to the Buyer until payment from the Buyer is received by the Seller in full, without set-off or deduction, for all Goods and for all monies owing by the Buyer to the Seller on any account whatever.
- 15.4 Until title to the Goods passes to the Buyer in accordance with paragraph 15.1.3:  
(a) the Buyer will hold the Goods as bailee and fiduciary agent of the Seller;  
(b) where permitted by the nature of the Goods, and unless the Goods have become Value Added Goods, the Buyer will store the Goods on the Buyer's premises separately from the Buyer's own or any other person's Goods so that they are identifiable as the Buyer's Goods;  
(c) the Buyer may sell the Goods in, or subject them to, any Value Adding Process;  
(d) the Buyer may only sell the Goods in the ordinary course of the Buyer's business and in accordance with subclauses 15.1 - 15.11.
- 15.5 The Buyer sells the Goods and Value Added Goods as fiduciary agent of the Seller. The Buyer acknowledges and agrees that such sales do not give rise to any liability or obligations on the part of the Seller in contract or otherwise.
- 15.6 The Buyer holds on trust for The Seller that portion of the proceeds of sale of the Goods or Value Added Goods equal to the price of the Goods as invoiced by The Seller to The Buyer.
- 15.7 The Buyer must hold the proceeds referred to in subclause 15.6 in a separate account that clearly identifies the proceeds as money held on trust for The Seller.
- 15.8 The provisions in subclauses 15.5 to 15.7 inclusive also apply if The Buyer sell any of the Goods or Value Added Goods on credit (whether partially or fully) in the ordinary course of The Buyers business, before title to the relevant Goods passes to The Buyer in accordance with subclause 15.3.
- 15.9 Until title to the Goods passes to The Buyer in accordance with subclause 15.3 or otherwise, we have the following rights in addition to those set out in the other provisions of subclauses 15.1 - 15.11:  
(a) The Seller is entitled at any time to demand the return of the Goods; and  
(b) The Seller is entitled, on reasonable notice to The Buyer, to enter The Buyers premises or any premises in which the Goods are held to search for and remove the Goods and The Buyer authorises The Seller or The Sellers agents to enter any such premises for such purpose only.
- 15.10 Pending payment of all monies owing, The Buyers right to sell the Goods in the ordinary course of The Buyers business will immediately cease on the happening of any of the following events;  
(a) The Buyer ceases to be able to pay The Buyers debts as and when they fall due;
- (b) The Buyer commit an act of bankruptcy or have a controller or trustee appointed in respect of The Buyers estate or any part of The Buyers assets;
- (c) Execution is levied against any of The Buyers possessions;
- (d) A resolution is passed for, an application is made for, or The Buyer is placed in liquidation, whether voluntary or otherwise;
- (e) The Buyers act or omission would entitle a receiver to take possession of any assets, or would entitle an external administrator to be appointed to The Buyer;
- (f) The Buyer commit a material breach of any of these Terms and Conditions or any other agreement between The Buyer and The Seller;
- (g) The Buyer purport to enter into a forward sale contract in respect of the Goods or Value Added Products or purport to assign or factor the Book Debts without our prior written consent, which consent may be withheld in our absolute discretion; or
- (h) The Seller will give notice to The Buyer terminating The Buyers right to sell the Goods in the ordinary course of business.
- 15.11 To the extent that The Buyer may be capable of creating or allowing to exist any form of security interest over the Goods in The Buyers possession or control prior to title to the Goods passing to The Buyer, The Buyer shall ensure that no such security interest is created, comes into existence or subsists.  
The Buyer must pay to the Seller the costs and expenses incurred by the Seller of legal advisers, mercantile agents and other agents acting on the Seller's behalf in respect of any enforcement of these Terms and Conditions, or recovery or attempted recovery of either the money owing buy the Buyer to the Seller or possession of the Goods.  
(a) The buyer acknowledges that the goods are not intended to become affixed to any of its premises and must ensure that the goods may be removed from those premises without causing damage of any kind to the premises.  
(b) The Buyer's right to hold and sell the Goods will immediately cease if an administrator a controller within the meaning of section 9 of the Corporations Act or similar officer is appointed to all or any assets or undertaking of the Buyer or an order is made or resolution passed for the winding up of the Buyer or the Buyer is deregistered. In any such case, and without the need for notice or demand by the Seller, the Buyer acknowledges that any sale or purported sale of the Goods will not be in the ordinary course of the Buyer's business and the proceeds of any goods sold in such circumstances will be held on trust for the Seller by the administrator, controller or similar officer as the case may be, or if there is no such officer, by the Buyer.  
(c) To effect the Seller's obligation under these Terms, the Buyer irrevocably appoints any Solicitor for the Seller as its attorney in all things.  
(d) Any provision of this Clause 16 which is prohibited or unenforceable in any jurisdiction is unenforceable as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Clause 16 nor effect the validity or enforceability of that provision in any other jurisdiction.
- 17 DEFAULT AND TERMINATION**
- 17.1 Without prejudice to any of its rights powers or remedies the Seller may terminate an Order immediately without any liability to the Buyer if:-  
(a) any payment is not made by the due date or within the time or times specified in the Order;  
(b) there is any other breach of the terms and conditions relating to the order or  
(c) the Buyer becomes insolvent.
- 17.2 Upon termination of an Order, the Seller shall be released from all liability under the Order and all Goods in the Seller's possession relating to the Order whether paid for by the Buyer or not shall be forfeited to the Seller absolutely.
- 18 NOTICES**
- 18.1 A notice or other communication required or permitted to be given by a party to another shall be in writing and delivered personally or sent by pre-paid post or facsimile to that party's address or facsimile number as stated in an Order or as notified in writing to each party from time to time. Any such notice may be signed by any director, manager or secretary of the Seller or by any other person authorised by the Seller.
- 18.2 A notice or other communication is deemed given if:-  
(a) personally delivered upon delivery;  
(b) mailed, on the expiration of two business days after posting;  
(c) sent by facsimile, on confirmation of successful despatch by the sender machine or if after 1700 hrs on a working day at 0900 hrs on the next working day.
- 19 INTELLECTUAL PROPERTY**
- 19.1 The Buyer warrants that any design or instruction furnished to the Seller will not cause the Seller to infringe any patent, registered design or trade mark in the execution of the Buyers order. The Buyer indemnifies the Seller against any claim, loss, liability, cost and expense that may be incurred by the Seller as a result of any infringement or unauthorised use of patents, trade marks, designs or copyright arising out of the manufacture or use of the Goods.
- 19.2 The sale and purchase of the Goods does not confer on the Buyer any license or right under any patents, trade marks or copyright which is the property of the Seller or any other person.
- 20 EXCLUSION OF VIENNA CONVENTION**  
The parties expressly agree that the Order shall not be governed by the provisions of the United Nations Convention on contracts for the International Sale of Goods adopted in Vienna in 1980 (known as the Vienna Convention) and that the provisions of the Vienna Convention are expressly excluded.
- 21 GOVERNING LAW**  
The law of these Terms and any Order is the law of Victoria and Australia. The parties submit themselves to the exclusive jurisdiction of the courts of any State or Territory within Australia as may be selected by the Seller in its sole discretion for proceedings in respect of any matter arising hereunder.
- 22 SEVERABILITY**  
In the event of any of the provisions or conditions of the Terms or any clause or sub-clause of the Terms cannot be given full force or effect by reason of statutory invalidity, uncertainty or otherwise, the said provision or condition, clause or subclause, as the case may be, which cannot be given full force or effect shall be severed, ignored or read down restrictively to maintain and uphold so far as possible, the remaining conditions and provisions of the Terms.