

Consolidated Alloys (NZ) Ltd T/A DLM Wallace – Terms & Conditions of Trade

1. **Definitions**
 - 1.1 "DLM WALLACE" means Consolidated Alloys (NZ) Ltd T/A DLM WALLACE, its successors or assigns or any person acting on behalf of and with the authority of Consolidated Alloys (NZ) Ltd T/A DLM WALLACE.
 - 1.2 "Customer" means the persons or any person acting on behalf of and with the authority of the Customer requesting DLM WALLACE products as specified in any order, proposal, quotation, order, invoice or other documentation, and:
 - (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
 - (b) if the Customer is a part of a Trust, shall be bound in their capacity as trustee; and
 - (c) includes the Customer's executors, administrators, successors and permitted assigns.
 - 1.3 "Goods" means all Goods or Services supplied by DLM WALLACE to the Customer at the Customer's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).
 - 1.4 "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between DLM WALLACE and the Customer in accordance with clause 5 below.
2. **Acceptance**
 - 2.1 The Customer is taken to have exclusively accepted and is immediately bound thereon, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.
 - 2.2 These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or contract between the Customer and DLM WALLACE.
 - 2.3 Any advice, recommendation, information, assistance or service provided by DLM WALLACE in relation to Goods or Services supplied is given in good faith, is based on DLM WALLACE's own knowledge and experience and shall be accepted without liability on the part of DLM WALLACE and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods or Services.
 - 2.4 The Customer acknowledges and accepts that:
 - (a) the supply of Goods on credit shall not take effect until the Customer has completed a credit application with DLM WALLACE and if the Customer is approved with a credit limit established for the account; and
 - (b) in the event that the supply of Goods requested exceeds the Customer's credit limit and/or the account exceeds the payment terms, DLM WALLACE reserves the right to refuse delivery and/or request an alternative payment method; and
 - (c) that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, DLM WALLACE reserves the right to vary the Price with alternative Goods as per clause 5.2.
 - 2.5 All orders made subject to the relevant import licences being available or obtainable.
 - 2.6 The Customer shall be responsible for ensuring that the Goods ordered are suitable for their intended use.
 - 2.7 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.
3. **Errors and Omissions**
 - 3.1 The Customer acknowledges and accepts that DLM WALLACE shall, without prejudice, accept no liability in respect of any error or omission (and/or omission) (a) resulting from an inadvertent mistake made by DLM WALLACE in the formation and/or administration of this contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by DLM WALLACE in respect of the Services.
 - 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of DLM WALLACE, the Customer shall not be entitled to treat this contract as repudiated nor render it invalid.
4. **Change in Control**
 - 4.1 The Customer shall give DLM WALLACE not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax numbers, change of trustees, or business practice). The Customer shall be liable for any loss incurred by DLM WALLACE as a result of the Customer's failure to comply with this clause.
5. **Price and Payment**
 - 5.1 At DLM WALLACE's sole discretion the Price shall be either:
 - (a) as indicated on an invoice provided by DLM WALLACE to the Customer; or
 - (b) the Price as at the date of delivery of the Goods according to DLM WALLACE's current price list; or
 - (c) DLM WALLACE's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
 - 5.2 DLM WALLACE reserves the right to change the Price:
 - (a) if a variation to the Goods which are to be supplied is requested; or
 - (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
 - (c) in the event of increases to DLM WALLACE in the cost of labour or other (including, but not limited to, any variation as a result of obscured Site/building defects which require remedial work, any variation as a result of fluctuations in currency exchange rates and/or international freight and insurance charges, availability of stock or increases to DLM WALLACE in the cost of taxes and levies (etc.) which are beyond DLM WALLACE's control.
 - 5.3 Variations will be charged for on the basis of DLM WALLACE's quotation, and will be detailed in writing, and shown as variations on DLM WALLACE's invoice. The Customer shall be required to respond to any variation submitted by DLM WALLACE within ten (10) working days. Failure to do so will entitle DLM WALLACE to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
 - 5.4 At DLM WALLACE's sole discretion a non-refundable deposit may be required.
 - 5.5 Time for payment for the Goods being of the essence, the Price to be payable by the Customer on the dates determined by DLM WALLACE, which may be:
 - (a) on delivery of the Goods;
 - (b) before delivery of the Goods;
 - (c) by way of instalments/progress payments in accordance with DLM WALLACE's payment schedule;
 - (d) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices; and
 - (e) the date specified on any invoice or other form as being the date for payment; or
 - (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by DLM WALLACE.
 - 5.6 Payment may be made by cash, cheque, bank cheque, electronic on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and DLM WALLACE.
 - 5.7 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by DLM WALLACE nor to withhold payment of any invoice because part of that invoice is in dispute.
 - 5.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to DLM
6. **Delivery of Goods**
 - 6.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:
 - (a) the Customer or the Customer's nominated carrier takes possession of the Goods at DLM WALLACE's address; and
 - (b) DLM WALLACE (or DLM WALLACE's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
 - 6.2 Delivery of the Goods to a third party nominated by the Customer shall constitute delivery to the Customer for the purposes of this agreement.
 - 6.3 The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that:
 - (a) such discrepancy in quantity shall not exceed 5%; and
 - (b) the Price shall be adjusted to reflect the discrepancy.
 - 6.4 At DLM WALLACE's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.
 - 6.5 Any time specified by DLM WALLACE for delivery of the Goods is an estimate only and DLM WALLACE will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that DLM WALLACE is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then DLM WALLACE shall be entitled to charge a reasonable fee for redelivery and/or storage.
 - 6.6 **Risk**
 - 7.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
 - 7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, DLM WALLACE is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by DLM WALLACE is sufficient evidence of DLM WALLACE's rights to receive the insurance proceeds without the need for any person dealing with DLM WALLACE to make further enquiries.
 - 7.3 If the Customer requests DLM WALLACE to leave Goods outside DLM WALLACE's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.
 - 7.4 Where DLM WALLACE is required to install the Goods the Customer shall be responsible for providing the premises, equipment in or upon which these Goods are to be installed or erected and sound and will sustain the installation and work incidental thereto and DLM WALLACE shall not be liable for any claims, demands, losses, damages, costs and expenses however caused or arising should the premises or equipment be unable to accommodate the installation.
 - 7.5 The installation of existing pipe work by the Customer or damage to existing pipe work. The Customer agrees to indemnify DLM WALLACE against any such loss, damage or claim that may arise if the existing pipe work is unable to accommodate the installation of the Goods.
 - 7.6 The Customer acknowledges that DLM WALLACE is only responsible for the installation of pipes/supplied by DLM WALLACE and does not at any stage accept any liability in respect of components supplied by any other third party that subsequently fail and are found to be the source of the failure, the Customer agrees to indemnify DLM WALLACE against any loss or damage to the Goods, or caused thereby, or any part thereof, however arising.
 - 7.7 DLM WALLACE shall not be liable for any defect, deterioration and/or damage to the Goods:
 - (a) if the Customer does not follow DLM WALLACE's recommendations; and
 - (b) where Goods are stored off site for extended periods of time as a result of any action/inaction by the Customer; and
 - (c) resulting from incorrect use and/or installation of the Goods by the Customer or any other third party.
 7. **Specifications**
 - 8.1 The Customer acknowledges that all descriptive illustrations, dimensions and weights stated in DLM WALLACE's or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract. Expressly stated as such in writing by DLM WALLACE.
 9. **Accuracy of Customers Plans and Measurements**
 - 9.1 DLM WALLACE shall be entitled to rely on the accuracy of any plans, specifications (including, but not limited to CAD drawings) and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, DLM WALLACE accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
 - 9.2 In the event the Customer gives information relating to measurements and quantities of the Goods required to complete the Services, the Customer shall be responsible to verify the accuracy of the measurements and quantities, before the Customer or DLM WALLACE places an order based on these measurements and quantities. DLM WALLACE accepts no responsibility for any loss, damages, or costs however resulting from the Customer's failure to comply with this clause.
 10. **Access**
 - 10.1 The Customer shall ensure that DLM WALLACE has clear and free access to the work site at all times to enable them to undertake the Services. DLM WALLACE shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grouted areas) unless due to the negligence of DLM WALLACE.
 11. **Title**
 - 11.1 DLM WALLACE and the Customer agree that ownership of the Goods shall not pass until:
 - (a) the Customer has paid DLM WALLACE all amounts due and owing to DLM WALLACE; and
 - (b) the Customer has met all of its other obligations to DLM WALLACE.
 - 11.2 Receipt by DLM WALLACE of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
 - 11.3 If the Customer agrees that the ownership of the Goods passes to the Customer in accordance with clause 11.1:
 - (a) the Customer is only a bailee of the Goods and must return the Goods to DLM WALLACE on request.
 - (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for DLM WALLACE and the Customer agrees to indemnify DLM WALLACE against any insurance in the event of the Goods being lost, damaged or destroyed.
 - (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for DLM WALLACE and must pay or deliver the proceeds to DLM WALLACE on demand.
 - (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product
 12. **Personal Property Securities Act 1999 ("PPSA")**
 - 12.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
 - (a) the Customer shall substitute a security agreement for the purposes of the PPSA; and
 - (b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Customer to DLM WALLACE for Services – that have previously been supplied and that will be supplied in the future by DLM WALLACE to the Customer.
 - 12.2 The Customer undertakes to:
 - (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which DLM WALLACE may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, DLM WALLACE for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
 - (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of DLM WALLACE; and
 - (d) immediately advise DLM WALLACE of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
 - 12.3 DLM WALLACE and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
 - 12.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
 - 12.5 Unless otherwise agreed to in writing by DLM WALLACE, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
 - 12.6 The Customer agrees to indemnify DLM WALLACE against any actions taken by DLM WALLACE under clauses 12.1 to 12.5.
 13. **Security and Charge**
 - 13.1 In consideration of DLM WALLACE agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to DLM WALLACE as security for the Customer's obligations under these terms and conditions (including, but not limited to, the payment of any money).
 - 13.2 The Customer indemnifies DLM WALLACE from and against all DLM WALLACE's costs and disbursements including legal costs on solicitor and own client basis incurred in exercising DLM WALLACE's rights under this clause.
 - 13.3 The Customer irrevocably appoints DLM WALLACE and each director of DLM WALLACE as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Customer's behalf.
 14. **Delivery**
 - 14.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify DLM WALLACE of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford DLM WALLACE an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which DLM WALLACE has agreed in writing that the Customer is entitled to reject, DLM WALLACE's liability is limited to either (a) DLM WALLACE's discretion replacing the Goods or repairing the Goods.
 - 14.2 Goods will not be accepted for return other than in accordance with 14.1 above, and provided that:
 - (a) DLM WALLACE has agreed in writing to accept the return of the Goods; and
 - (b) the Goods are returned at the Customer's cost within seven (7) days of the delivery date; and
 - (c) DLM WALLACE will not be liable for Goods which have not been stored or used in a proper manner; and
 - (d) the Goods are returned in the condition in which they were delivered and with all packaging material, accessories and instructions in the same condition as is reasonably possible in the circumstances.
 - 14.3 DLM WALLACE will not accept the return of Goods for credit.
 - 14.4 Subject to clause 14.1, non-stocklist items or Goods made to the Customer's specifications are not acceptable for credit or return.
 15. **Warranty**
 - 15.1 For Goods not manufactured by DLM WALLACE, the warranty shall be the current warranty provided by the manufacturer of the Goods. DLM WALLACE shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
 16. **Consumer Guarantees Act 1993**
 - 16.1 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by DLM WALLACE to the Customer.
 17. **Intellectual Property**
 - 17.1 Where DLM WALLACE has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of DLM WALLACE. Under no circumstances may such designs, drawings and documents be used without the express written approval of DLM WALLACE.
 - 17.2 The Customer warrants that all designs, specifications or instructions given to DLM WALLACE will not cause DLM WALLACE to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify DLM WALLACE against any action taken by a third party against DLM WALLACE in respect of any such infringement.
 - 17.3 The Customer agrees that DLM WALLACE may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods or other information created for the Customer.
 18. **Default and Consequences of Default**
 - 18.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at DLM WALLACE's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
 - 18.2 If the Customer owes DLM WALLACE any money the Customer shall indemnify DLM WALLACE from and against all costs and disbursements incurred by DLM WALLACE in recovering the debt, including but not limited to internal administration fees, legal costs on a solicitor and own client
 13. **basis, DLM WALLACE's collection agency costs, and bank dishonour fees)**
 - 13.3 Further to any other rights or remedies DLM WALLACE may have under this contract, if a Customer has made payment to DLM WALLACE, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by DLM WALLACE under this clause 13 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.
 - 13.4 Without prejudice to DLM WALLACE's other remedies at law DLM WALLACE shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to DLM WALLACE shall whether or not due for payment, become immediately payable if:
 - (a) any money payable to DLM WALLACE becomes overdue, or in DLM WALLACE's opinion the Customer will be unable to make a payment when it falls due;
 - (b) the Customer has exceeded any applicable credit limit;
 - (c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar persons is appointed in respect of the Customer or any asset of the Customer.
 19. **Cancellation**
 - 19.1 Without prejudice to any other remedies DLM WALLACE may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions, DLM WALLACE may suspend or terminate the supply of Goods to the Customer. DLM WALLACE will not be liable to the Customer for any loss or damage the Customer suffers because DLM WALLACE has exercised its rights under this clause.
 - 19.2 DLM WALLACE 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 Customer. On giving such notice DLM WALLACE shall repay to the Customer any money paid by the Customer for the Goods. DLM WALLACE shall not be liable for any loss or damage whatsoever arising from such cancellation.
 - 19.3 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by DLM WALLACE as a direct result of the cancellation (including, but not limited to, any loss of profits).
 - 19.4 Cancellation of orders for Goods made to the Customer's specifications, or for stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
 20. **Privacy Act 1993**
 - 20.1 The Customer authorises DLM WALLACE or DLM WALLACE's agent to:
 - (a) collect, retain and use any information about the Customer;
 - (i) including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Customer;
 - (b) disclose information about the Customer, whether collected by DLM WALLACE from the Customer directly or obtained by DLM WALLACE from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
 - 20.2 Where the Customer is an individual the authorities under clause 20.1 are authorities or consents for the purposes of the Privacy Act 1993.
 - 20.3 The Customer shall have the right to request DLM WALLACE for a copy of the information about the Customer held by DLM WALLACE and the right to request DLM WALLACE to correct any incorrect information about the Customer held by DLM WALLACE.
 21. **Compliance with Laws**
 - 21.1 The Customer and DLM WALLACE shall comply with the provisions of all statutes, regulations and bylaws of government and other public authorities that may be applicable to the Services.
 - 21.2 The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Services.
 22. **Dispute Resolution**
 - 22.1 All disputes and differences between the Customer and DLM WALLACE touching and concerning this agreement shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.
 23. **Servicing of Notices**
 - 23.1 Any written notice given under this contract shall be deemed to have been given and received:
 - (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this contract;
 - (c) by sending it by registered post to the address of the other party as stated in this contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission; and
 - (e) if sent by email to the other party's last known email address.
 - 23.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
 24. **Trusts**
 - 24.1 If the Customer at any time upon or subsequent to entering into the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not DLM WALLACE may have notice of the Trust, the Customer covenants with DLM WALLACE as follows:
 - (a) the contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and its trust fund;
 - (b) the Customer has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
 - (c) the Customer will not without consent in writing of DLM WALLACE (DLM WALLACE will not unreasonably withhold consent), cause, permit, or suffer to happen:
 - (i) the removal, replacement or retirement of the Customer as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.
 25. **General**
 - 25.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce the right of indemnity of any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

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- 25.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Courts of New Zealand.
- 25.3 DLM WALLACE shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by DLM WALLACE of these terms and conditions (alternatively DLM WALLACE's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 25.4 DLM WALLACE may licence and/or assign all or any part of its rights and/or obligations under this contract without the Customer's consent.
- 25.5 The Customer cannot licence or assign without the written approval of DLM WALLACE.
- 25.6 DLM WALLACE may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of DLM WALLACE's sub-contractors without the authority of DLM WALLACE.
- 25.7 The Customer agrees that DLM WALLACE may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for DLM WALLACE to provide Goods to the Customer.
- 25.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 25.9 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.