



TERMS AND CONDITIONS

Definitions

"Default Event" means where:

- (a). you fail to make payment by the due date of any amount payable to Laycon;
- (b). a payment due to Laycon is unable to be processed due to insufficient funds;
- (c). you commit a material breach a clause of these Terms which is not capable of remedy;
- (d). subject to clauses 415D and 415E of the Corporations Act 2001 (Cth):
 - i. you are dissolved, wound up or placed into bankruptcy or an order is made by a court or a resolution is passed or the party gives notice of its intention that you be dissolved, wound up or placed into bankruptcy;
 - ii. you have a liquidator, provisional liquidator or trustee in bankruptcy is appointed in respect of you or your property;
 - iii. you have a controller appointed in respect of you or your property or takes possession or gains control of your property;
 - iv. except to reconstruct or amalgamate while solvent, you enter into, or resolve to enter into, a scheme of arrangement, administration, deed of arrangement or composition with, or assignment for the benefit of, all or any class of your creditors, or you propose a reorganisation, moratorium or other administration involving any of your creditors;
 - v. you are (or state that you are) insolvent or an insolvent under administration (each as defined in the Corporations Act) for more than 14 days;

"Exclusions" means the items which are expressly excluded in a Quotation from a scope of Works.

"Goods" means any goods or materials provided by Laycon or delivered to site by Laycon in the course of the Works.

"Intellectual Property" means all copyright, trademarks, designs, rights to inventions, specifications, drawings, confidential information (whether registrable or not) owned or licensed by Laycon in respect of the Goods or Works, or their installation, operation, location or design.

"Invoice" or "Invoices" means any written invoice provided by Laycon to you concerning the supply of Works, whose terms shall override these Terms to the extent of any inconsistency.

"Laycon" means Laycon Group Pty Ltd (ACN 137 914 348) ATF Laycon Group Trust (ABN 75 499 455 213).

"Machinery" means all machinery, equipment and property owned by Laycon and delivered to or used on Site in the course of the Works by Laycon or any other person.

"PPSA" means the Personal Property Securities Act 2009.

"Purchase Order" means a purchase order issued by you to Laycon pursuant to the Quotation.

"Works" means the services supplied by Laycon to you as set out in the Quotation.

"Terms" means these Terms and Conditions.

"Quotation" means any written quotation provided by Laycon which contains a schedule of Works to be supplied by Laycon, whose terms shall override these Terms to the extent of any inconsistency.

"PPS clauses" means the clauses under the section of these Terms with the heading "Personal Properties Securities Act".

"Site" means the site where the Goods are to be delivered and installed and the Works performed.

"Variation" means any change or deviation in the scope of Works contained in a Quotation issued to you.

"You" or "your" means a legal person, firm or corporation, severally and jointly if there is more than one.

Quotations

2. A Laycon Quotation is valid for thirty (30) days after which prices may be subject to change.
3. A Quotation is an estimate only and Laycon reserves the right to change its Quotation price, notwithstanding your acceptance of the Quotation, where cost increases due to factors beyond Laycon's control, including but not limited to:
 - (a). increases in the cost of labour;
 - (b). increases in the cost of raw materials;
 - (c). where you request a Variation; or
 - (d). where you require Laycon provide additional services due to the identification of unanticipated and unforeseen circumstances that are beyond Laycon's control including but not limited to, limited access to Site, the availability of required machinery, safety concerns or works required to be completed by third parties before Laycon can commence or progress the Works (**Unforeseen Circumstances**).

Laycon will provide you with at least seven (7) days' advance written notice of any such change in pricing and re-issue you with revised Quotation, were necessary.

4. You may accept a Laycon Quotation in writing, including via email. If you continue to provide Laycon with instructions, request Laycon's assistance, accept services provided by Laycon or issue Laycon with a Purchase Order after receiving these Terms, you are deemed to have read, understood and accepted these Terms.
5. Your acceptance of Laycon's Quotation constitutes a binding agreement between you and Laycon, subject to these Terms.
6. Once you have accepted a Quotation, you may issue Laycon with a Purchase Order. Laycon may, in its absolute discretion, refuse to accept a Purchase Order.
7. By accepting Laycon's Quotation you acknowledge Laycon's Terms override any other terms provided by you prior or subsequent to you receiving the Terms in respect of the subject matter to which they apply.
8. Unless otherwise stated, all costs and prices included in a Quotation issued to you are exclusive of all taxes, GST, delivery transport, permit fees, equipment hire, insurance and any other fees, imposts or other charges incidental to the performance of the Works (**Additional Costs**).
9. Unless otherwise agreed between the parties in writing, you are solely responsible for all Additional Costs.

Payment Terms

10. Laycon will issue its Invoices to you on the twenty fifth (25th) day of the month, which will relate to all works done in that month, unless otherwise agreed between the parties in writing.
11. Time for payment of an Invoice is of the essence. You must pay an Invoice in accordance with the payment terms displayed on an Invoice, unless otherwise agreed to between the parties in writing.
12. Payment of an Invoice must be without any deduction or set-off. Laycon does not accept any back charges or offsets with respect to the amounts payable pursuant to an Invoice, unless otherwise agreed by Laycon writing.
13. Receipts for payment of an Invoice will only be issued upon request.

Payment default

14. If a Default Event occurs, then all money which would become due becomes immediately due and payable to Laycon without further notice to you.

15. In addition to **clause 14**, where a Default Event occurs, Laycon may, without prejudice to any other remedy available to it and without any liability:
- cease or suspend the Works and delivery of any goods required to progress the Works until such time as all outstanding payments are received by Laycon;
 - take possession of any Goods supplied by Laycon at any location that are not paid for by you;
 - charge you interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 (Vic) plus 4 per cent (4%) for the period from the due date until the date of payment in full;
 - charge you for, and you agree to indemnify Laycon against, all costs and expenses (including without limitation all legal costs and expenses on a full indemnity basis) incurred by Laycon resulting from the default and in taking any action to enforce compliance with these Terms; and
 - by written notice to you, terminate any contract with you to which the outstanding payment relates, subject to applicable law, without liability or any effect on Laycon's accrued rights under these Terms or any other agreement or arrangement with you.
16. Laycon may, in its absolute discretion, allocate or re-allocate any payment received from you towards any outstanding Invoice that Laycon determines appropriate and may do so at the time of receipt or at any time afterwards without any liability to you.

Exclusions & Variations

17. A Quotation may list a scope of Works and Exclusions at the absolute discretion of Laycon.
18. If you request a variation to a scope of Works (**Variation**) in respect of which you have already received a Quotation or Invoice:
- Laycon will issue you with a separate quotation for that Variation which you must accept in writing. If you do not accept the terms of a further quotation for the Variation in writing, but continue to provide Laycon with instructions in regard to that quotation for the Variation, you will be deemed to have accepted that further quotation, including liability for any additional charges arising from the Variation pursuant to these Terms;
 - Laycon will not commence the Works in respect of the Variation until it receives a further Purchase Order from you for that Variation, unless otherwise requested by you in writing.
19. Laycon will issue you with a new Invoice for the Variation only, which may result in an increase in the total price for the Works to account for the Variation which you agree to pay in full when invoiced in relation to or incorporating Variation is issued to you.
20. Invoices for Variations must be paid for pursuant to these Terms and any other additional terms contained in that Invoice.
21. You shall indemnify Laycon against, any costs, losses or liability arising from your failure to accept the scope of any Variation in writing, where such failure prevents Laycon from proceeding with the Works or causes any delay in the provision of the Works.

Contact between you and Laycon

22. Laycon's usual working hours are from 7am to 3pm Monday to Friday and Saturday by prior agreement.
23. You can contact Laycon via phone on (03) 9758 9998 or via at lucy@laycongroup.com.au, unless you have a direct contact with a Laycon representative, in which case you must contact that Laycon representative.
24. If you contact any representative of Laycon via phone call, Laycon may confirm your instructions via email and request you reply acknowledging your instructions.
25. The Works will be performed, and the Goods supplied to the address specified in the Purchase Order, unless otherwise agreed between the parties in writing.

26. You must:
- make the Site accessible to Laycon on the date agreed between you and Laycon;
 - allow Laycon's employees and representatives uninterrupted and unencumbered access to the Site and the Goods at all times; and
 - ensure the Site is clean, safe and compliant with all applicable occupational health and safety legislation and / or regulations.
27. Laycon will give you at least forty-eight (48) hours' advance written notice if traffic management is necessary to complete the Works. You are required to arrange traffic management services at your sole cost.
28. If, through Unforeseen Circumstances and even if the Works have commenced, Laycon determines it is unable to complete the Works, then Laycon may, by written notice to you and without any liability to you:
- make changes to the Works supplied or intended to be supplied, provided that the end performance of the Works is not materially prejudiced; or
 - cancel the Works or remainder of the Works.

Duration of Works

29. Laycon may provide you with a verbal or written projected duration of the Works for:
- installation of any Goods contained in the scope of Works; or
 - completion of the Works;
- however this is an estimate only and Laycon will not be liable for this estimate being inaccurate or subject to any delays (**Duration**).
30. Where the estimate provided for the Duration of the Works is impacted or otherwise affected by Unforeseen Circumstances, which are outside Laycon's direct control, then Laycon will not be liable for any liquidated damages.

Your obligations

31. You must advise Laycon of the precise location of, and clearly mark, all underground services on the site, including but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone and fibre optic cables, and any other services that may be on Site (**Underground Services or Obstacles**).
32. You are responsible for ensuring the accuracy, reliability and completeness of any specifications and requirements in respect of the Works and giving Laycon any necessary information relating to the Works upon Laycon's request and within a reasonable time. This includes, but is not limited to, advising Laycon, prior to commencement of the Works, if there are any Underground Services or Obstacles located on the Site where the Works are to be completed.
33. Laycon will not be held responsible for and you indemnify Laycon against any delays or deficiencies in the Works where you provide Laycon with incorrect, inaccurate or incomplete instructions or where you unreasonably delay in providing such instructions.
34. If Laycon cannot progress or complete its scope of Works due to incorrect, inaccurate or incomplete instructions provided by you, or an unreasonable delay in receiving your instructions, Laycon reserves the right to:
- negotiate an extension to the Duration; or
 - provide you with a new Quotation for the entire scope of Works or a Variation to an existing scope of Works;
 - vary the costs itemised in the Quotation provided to you and accepted by you;
 - discontinue the Works; or
 - issue an Invoice for an amount equivalent to the value of Works that have commenced and / or have been completed in accordance with these Terms; at Laycon's absolute discretion.
35. For the avoidance of any doubt and unless otherwise specified, a Quotation is issued on the assumption that there are no Underground Services or Obstacles. If, after you have accepted a Quotation or the

Works have commenced, Underground Services or Obstacles become apparent, these must be removed or otherwise dealt with at your cost before Laycon can proceed with the Works.

36. Whilst Laycon will take all care to avoid damage to any Underground Services or Obstacles during the performance of the Works:
- you agree to indemnify Laycon in respect of all liability claims, loss, damage, costs, fines and any repairs required as a result of accidental damage to Underground Services or Obstacles not precisely located and notified to Laycon in advance; and
 - Laycon may elect to proceed to take any action it deems appropriate under **clause 34**.
37. You acknowledge that:
- you have the sole responsibility of satisfying yourself that the Works to be provided by Laycon on Site are suitable;
 - Laycon commences, progresses and completes the Works in complete reliance on the drawings (including but not limited to engineering drawings), plans, reports and other information and documentation provided to Laycon by you (**Drawings and Plans**);
 - any directions provided by any representatives of Laycon in relation to the Drawings and Plans are an expression of opinion only and are not to be relied on by you unless such directions are provided in writing to you by Laycon.

Defects

During the Works:

38. If you notify Laycon and Laycon agrees that there are defects in the Works during a stage of the Works due to faulty Goods or poor workmanship, which are not in accordance with the Drawings and Plans (**Defects**), within fourteen (14) days of receiving that notification Laycon will repair such faults or defects in a proper and workmanlike manner at no expense to you within a reasonable period.

After the Works are completed:

39. Laycon provides a defects liability period of twelve (12) months (**Defects Liability Period**) which commences after Laycon notifies you that the Works have been completed (**Practical Completion Date**).
40. After the **Practical Completion Date** and prior to the completion of the Defects Liability Period, you may provide Laycon with a list of any alleged Defects by email.
41. Subject to clear and safe access to the Site being provided, Laycon will make good and rectify any agreed Defects notified to Laycon pursuant to **clause 40** before the expiry of the Defects Liability Period.
42. Laycon will not be responsible for rectifying any alleged Defects which arises from an item that is listed as an Exclusion in a Quotation or arises from services provided by a third party on Site.
43. If you do not, without reasonable basis, allow Laycon an opportunity to return to Site to make good and rectify any Defects, Laycon will only be liable to you for the cost which Laycon would have incurred had Laycon been permitted to rectify the Defect.

Security

44. Upon request, Laycon may provide you with security for the performance of the Works (**Security**).
45. Unless otherwise agreed between the parties in writing, the Security will take the form of:
- a Bank Guarantee for 2.5% of the total value of the Works that will lapse on the Practical Completion Date; and
 - a Bank Guarantee for 2.5% of the total value of the Works that will lapse on the expiry of the Defects Liability Period.
46. Laycon may, in its discretion, agree to an amount of retention monies being held by you until the expiry of the Defects Liability Period (**Retention Monies**), subject to the following conditions:

- Retention Monies are only to be used in relation to the costs itemised in a Quotation and not for any deductions, set offs or back charges;
- the Retention Monies must be paid into Laycon's nominated account within seven (7) days of the expiry of the Defects Liability Period; and
- you agree to account to Laycon for the Retention Monies, by providing a statement from the financial institution holding the Retention Monies, within three (3) business days of Laycon's request.

Exceptions

47. You acknowledge that variations of colour and texture are inherent in concrete. Laycon is not liable for any loss, damages or costs arising from any variation of the colour or texture between different batches of concrete.
48. Laycon gives no guarantee (expressed or implied) as to the length of time the curing process will take and/or against cracking of concrete that may occur naturally including:
- hairline cracking of paving and grout; or
 - damage caused by contact with chemicals, solvents, oils or any other substances; or
 - the affects by elements such as heat exposure or wet weather conditions that prolong the curing process.
49. You agree:
- that you are responsible for organising and are liable for all costs associated with protecting any concrete poured on Site as part of the Works and must take all reasonable precautions to protect against destruction or damage during the curing process in accordance with Laycon's directions or instructions; and
 - that Laycon is not liable for you failing to follow Laycon's instructions, irrespective of whether the instructions are written or verbal, regarding the duration of the curing process for the concrete; and
 - to unconditionally indemnify Laycon against any damage sustained to the concrete after the concrete has been poured.

Information Collection & Privacy

50. You authorise Laycon to collect certain personal information from you, including phone number, email and address (**Private Information**).
51. Laycon uses your Private Information to contact you, generate Quotations and Invoices as well as other bookkeeping and administrative tasks.

Sub-contracting

52. Laycon may choose to sub-contract any work contained in a Quotation or Invoice to a suitably qualified and insured third party to complete the Works.
53. Laycon will notify you if a party other than Laycon is attending on Site to progress or complete the Works.

Consumer Guarantees and Liability

54. Laycon acknowledges that where the Australian Consumer Law (**ACL**) applies, there are certain consumer guarantees that apply to the Works, in particular:
- If there are any problems with the Works performed by Laycon that are minor and can be fixed, Laycon will determine how to rectify the problem at its cost; and
 - If there are any problems with the Works performed by Laycon that are major and cannot be rectified, then you can seek a refund or seek compensation pursuant to the ACL.
55. Notwithstanding **clause 54** of these Terms, and except as specifically provided, no other warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or services provided in the course of the Works, is provided, to the maximum extent permitted by law.

56. Nothing in the Terms is to be interpreted as excluding, restricting or modifying the application of any State or Federal legislation applicable to the supply of services which cannot be so excluded, restricted or modified.
57. To the maximum extent permitted by law, Laycon is not liable for, and you indemnify Laycon against:
- any indirect or consequential losses or expenses suffered by you or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party; or
 - any loss or damage suffered by you or any third party where Laycon has failed to deliver Goods or where Laycon delays the Works or suspends the Works.

Force Majeure

58. Laycon shall have no liability whatsoever under these Terms or the Quotation to the extent that its performance of the Works is delayed or prevented by circumstances beyond its reasonable control, including but not limited to:
- import or export restrictions relating to materials required to perform the Works;
 - industrial disputes, strikes, lockouts;
 - act of God, explosion, flood, tempest or fire;
 - act of terrorism, act of war, sabotage, insurrection, civil disobedience or requisition; or
 - pandemic or public health emergency, a government or health directive, or governmental action.

Title

59. Until Laycon receives full payment in cleared funds for Goods supplied by it to you:
- title and property in the Goods remains vested in Laycon and does not pass to you, even if those Goods have been incorporated into the Works; and
 - where amounts are outstanding to Laycon for Goods and a demand for payment has not been fully met, Laycon may without notice to you enter the and dismantle, detach and remove them (notwithstanding that the Goods may have been attached to other Goods not the property of Laycon, where Laycon deems it to be safe), and for this purpose you irrevocably licence Laycon to enter the Site and also indemnify Laycon from and against all costs, claims, demands or actions by any party arising from such action.
60. In addition to any rights Laycon may have under Chapter 4 of the PPSA, until payment of all and any amounts owing by you to Laycon are received:
- Laycon may give notice to you to return the Goods to Laycon. Upon receipt of such or upon such notice being given, any right you may have had to obtain ownership or any other interest in the Goods will cease;
 - you will not encumber or charge the Goods or register any Security Interest or permit any other person to register a Security Interest in the goods or grant or otherwise give any interest in the goods whilst the goods remain the property of Laycon;
 - if there is any inconsistency between Laycon's rights under this **clause 60** and its rights under Chapter 4 of the PPSA, this **clause 60** prevails.

Personal Properties Securities Act

61. You acknowledge and agree that these Terms are accepted and adopted as a security agreement between the parties. Unless otherwise stated, a term contained in these Terms that is defined in the PPSA (but not otherwise defined in this Agreement) has the meaning given to it in the PPSA.
62. You acknowledge and agree that these Terms create and that Laycon has a Security Interest for the purposes of the PPSA:
- in all Goods previously supplied by Laycon to you;
 - in all Goods that will be supplied in the future by Laycon to you;
 - over monies owing under all Laycon Invoices in relation to the performance of Works; and
 - any Retention Monies.

63. You acknowledge and agree that this Security Interest is registrable in the Personal Property Securities Register and this Security Interest secures all moneys owing by you to Laycon under this Agreement or otherwise.
64. You grant to Laycon, where and when applicable, a purchase money Security Interest (PMSI) to the extent that it secures payment of the amounts owing in relation to the relevant goods in accordance with, and to the extent prescribed by, section 14 of the PPSA.
65. You acknowledge and agree the Security Interest is a continuing and subsisting interest in the goods with priority over any registered or unregistered general (or other) Security Interest and any unsecured creditor.
66. You acknowledge that the Security Interest over the Goods or their proceeds arising under PPS Clauses is a PMSI under the PPSA to the extent that it secures payment of the amounts owing in relation to the Goods.
67. You will do everything reasonably required of you by Laycon to enable Laycon to register its Security Interest with the priority Laycon requires and to maintain those registrations including:
- signing any documents and/or providing any information which Laycon may reasonably require to register a financing statement or a financing change statement in relation to a Security Interest; or
 - correcting a defect in a statement referred to in **clause 67(a)**.
68. The Security Interests arising under the PPS Clauses will be perfected by Laycon prior to or when you obtain possession of the Goods and the parties confirm they have not agreed that any Security Interest arising under this clause attaches at any later time.
69. Laycon does not need to give you any notice under the PPSA (including notice of the financing statement or verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.
70. If Chapter 4 of the PPSA would otherwise apply to the enforcement of the Security Interests created under these Terms, the Buyer agrees that sections 95, 96, 120, 121(4), 123, 125, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA will not apply to the enforcement of the Security Interest(s).
71. You agree not to disclose to an 'Interested person' (as defined in section 275(9) of the PPSA) or any other person, any Information of the kind described in section 275(1) of the PPSA including the security agreement between Laycon and you.
72. You agree to keep and maintain all Goods free of any charge, lien, or Security Interest except as created under these Terms and not otherwise to deal with the goods in a way that will, or may, prejudice the rights of Laycon under this Agreement or the PPSA.
73. You irrevocably grant to Laycon the right to enter any of your premises or property without notice, and without being in any way liable to you or any other person, if Laycon has cause to exercise any of its rights under the PPSA, and you agree to indemnify Laycon against any such liability.
74. You must notify Laycon immediately in writing if you change your name and address for service, contact details or if there are any changes to data required to register a financing statement under the PPSA in respect of these Terms.

Laycon Equipment

75. Laycon may leave its Machinery on Site during the Works where necessary.

76. At all times, Laycon remains the exclusive owner of all Machinery and exclusively holds all rights, title and interest in the Machinery that is located on Site during the Works and you agree that the Machinery:
- is used only by Laycon and its employees or agents to provide the Works on Site;
 - is not hired or leased to you or any other party whilst it is on Site;
 - at no times does the title in any Machinery pass to you or any other party at any time;
 - at no time are you or any other party granted any interest or right whatsoever in the Machinery; and
 - you are prohibited from granting any interest or right to or for the benefit of any other party in the Machinery.

Risk and Insurance

77. Unless otherwise agreed in writing, the risk in the Goods and all insurance responsibility for theft, damage or otherwise in respect of the Goods will pass to you immediately on the Goods being unloaded at the Site.
78. You assume all risk and liability for loss, damage or injury to persons or to your property or third parties arising out of the use or possession of any of the Goods or Works performed by Laycon.
79. You ensure that you have suitable protection and insurance for the Goods and the Works from the delivery of the Goods or commencement of the Works, whichever is earlier.

Intellectual Property

80. You acknowledge that it has no proprietary right or interest in the Intellectual Property.
81. You must not register or record or attempt to register or record anywhere in the world the Intellectual Property or any part thereof, or anything similar to it, or aid or abet anyone else to do so.
82. If Goods and Works are supplied in accordance with any particular drawings, designs, specifications or instructions provided by you, then you agree to indemnify Laycon from and against any losses, expenses, claims, demands or actions awarded against or incurred by Laycon in connection with any third-party claim for infringement of any intellectual property rights.

Dispute Resolution

83. If a dispute, controversy or claim arises out of, relates to or is connected with these Terms (**Dispute**), then Laycon reserves the right to suspend works until the Dispute is Resolved.
84. The parties agree to act in good faith to try to settle the Dispute as follows:
- Within fourteen (14) days of the date the Dispute arises, persons with the requisite authority to bind each party are to participate in a meeting in the interests of reaching a resolution that is mutually agreeable to both parties; then
 - If a resolution cannot be reached pursuant to **clause 84(a)**, the either party can apply to settle the dispute via mediation, with a mediator chosen by the parties to the dispute, and:
 - the parties to the dispute cannot agree on the identity of the mediator or the location and date and time of the mediation, the parties will request the President for the time being of the Law Institute of Victoria to nominate a mediator and the location and date and time of the mediation;
 - the cost of the mediator and the mediation (apart from each party's legal costs) will be borne equally between the parties;
 - the place of the mediation must be in Melbourne, Australia;
 - any resolution reached at mediation will be binding on the parties subject to an appropriate deed of settlement and release being signed.
 - If the parties cannot resolve the Dispute pursuant to **clause 84(b)**, the dispute shall be resolved by arbitration in accordance with the ACICA Arbitration Rules and
 - the dispute will be arbitrated by a person agreed by the parties or, failing agreement, on the nomination of an arbitrator within fourteen (14) days of the referral to arbitration, a barrister appointed by the Chairperson of the

- Bar Council of Victoria (or his or her deputy) on the application of either party;
- the cost of the arbitrator and the arbitration (apart from each party's own respective legal costs) will be borne equally between the parties.
- the place of arbitration shall be Melbourne, Australia;
- to the maximum extent permitted by law, the decision of the arbitrator will be final and binding on the parties; and
- each party will use all reasonable endeavors to ensure that the arbitrator is able to decide as soon as is practical, including, but not limited to, providing the arbitrator with all information relevant to the dispute in a timely manner.

Miscellaneous

85. The law of Victoria from time to time governs these Terms. The parties submit to the non-exclusive jurisdiction of the courts of the Victoria.
86. Laycon can amend these terms by providing written notice to you on reasonable notice. Any amendments to these Terms will apply to Quotations issued by Laycon and Purchase Orders placed by you after the date of the notice.
87. Any typographical, clerical or other errors or omissions in any sales literature, Quotations, Invoices or other documents issued by Laycon to you are subject to correction by Laycon by advance written notice to you without liability.
88. You may not assign, transfer or otherwise deal with any of your rights and obligations pursuant to these Terms without the prior written consent of Laycon, which consent shall not be unreasonably withheld.
89. A notice must be in writing and handed personally or sent by email or prepaid mail to the last known address of the addressee:
 - Notices sent by pre-paid post are deemed to be received upon posting; and
 - Notices sent by email are deemed to be received upon the computer confirming such transmission.
90. These Terms, in conjunction with a Quotation, constitute the entire agreement of the parties in respect of the subject matter of these Terms, and they supersede all prior discussions, undertakings and agreements unless otherwise agreed in writing by both parties.
91. Failure by Laycon to enforce any of these Terms shall not be construed as a waiver of any of Laycon's rights.
92. If any of the Terms are unenforceable it must be read down so as to be enforceable or, if it cannot be so read down, the term must be severed from these Terms without affecting the enforceability of the remaining terms.

Special Conditions

All preceding clauses in these Terms are Laycon's standard terms and conditions of trade, which will not be amended. Any special conditions relate to matters negotiated between the parties, which override the content of the Terms to the extent of any inconsistency: