



Filters Plus (WA)
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CASH ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Mandatory Information		
Client's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:		
Full or Legal Name:		
Trading Name (if different from above):		
Physical Address:	State:	Postcode:
Billing Address:	State:	Postcode:
Email Address:		
Phone No:	Fax No:	Mobile No:
ABN:	ACN:	Nature of Business:
Personal Details: <i>(please complete if you are an Individual)</i>		
D.O.B.:	Driver's Licence No:	
Accounts Department		
Account Terms: <input type="checkbox"/> Cash Only Account:		
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO	Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Accounts Email Address:		
Accounts Contact:	Phone No:	

Optional Additional Information		
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>		
(1) Full Name:	D.O.B.:	
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:
(2) Full Name:	D.O.B.:	
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Filterco Pty Ltd T/A Filters Plus which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.***

SIGNED (CLIENT): _____ **SIGNED (FILTERS PLUS):** _____
Name: _____ Name: _____
Position: _____ Position: _____
WITNESS TO CLIENT'S SIGNATURE:
Signed: _____ Name: _____ Date: _____

<p>1 Definitions</p> <p>1.1 "Filters Plus" means Filterco Pty Ltd T/A Filters Plus, its successors and assigns or any person acting on behalf of and with the authority of Filterco Pty Ltd T/A Filters Plus.</p> <p>1.2 "Client" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.</p> <p>1.3 "Goods" means all Goods or Services supplied by Filters Plus to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).</p> <p>1.4 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Filters Plus and the Client in accordance with clause 5 below.</p> <p>1.5 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).</p> <p>2 Acceptance</p> <p>2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.</p> <p>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 agreement between the Client and Filters Plus.</p> <p>3 Electronic Transactions Act 2003</p> <p>3.1 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2003 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p> <p>4 Change in Control</p> <p>4.1 The Client shall give Filters Plus not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by Filters Plus as a result of the Client's failure to comply with this clause.</p> <p>5 Price and Payment</p> <p>5.1 At Filters Plus' sole discretion, the Price shall be either:</p> <p>(a) as indicated on any invoice provided by Filters Plus to the Client; or</p> <p>(b) the Price as at the date of delivery of the Goods according to Filters Plus' current price list; or</p> <p>(c) Filters Plus' quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of sixty (60) days.</p> <p>5.2 Filters Plus reserves the right to change the Price if a variation to Filters Plus' quotation is requested. Variations will be charged for on the basis of Filters Plus' quotation, and will be detailed in writing, and shown as variations on Filters Plus' invoice. The Client shall be required to respond to any variation to the Price by Filters Plus within ten (10) working days. Failure to do so will entitle Filters Plus 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.</p> <p>5.3 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Filters Plus, which shall be:</p> <p>(a) the date specified on any invoice or other form as being the date for payment; or</p> <p>(b) failing any notice to the contrary, the date which is thirty (30) days following the end of the month in which an invoice/statement is posted to the Client's address or address for notices.</p> <p>5.4 Payment may be made by cash, cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and Filters Plus.</p> <p>5.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Filters Plus nor to withhold payment of any invoice because part of the invoice is in dispute.</p> <p>5.6 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Filters Plus an amount equal to any GST Filters Plus may pay for any supply by Filters Plus under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p> <p>6 Delivery of Goods</p> <p>6.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:</p> <p>(a) the Client or the Client's nominated carrier takes possession of the Goods at Filters Plus' address; or</p> <p>(b) Filters Plus (or Filters Plus' nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.</p> <p>6.2 At Filters Plus' sole discretion, the cost of Delivery is either included in, or in addition to, the Price.</p> <p>6.3 Any time for delivery of the Goods is an estimate only. The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. Filters Plus will not be liable for any loss or damage incurred by the client as a result of delivery being late. In the event that the Client is unable to take delivery of the Goods as arranged then Filters Plus shall be entitled to charge a reasonable fee for redelivery and/or storage.</p> <p>7 Risk</p> <p>7.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.</p> <p>7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Filters Plus is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Filters Plus is sufficient evidence of Filters Plus' rights to receive the insurance proceeds without the need for any person dealing with Filters Plus to make further enquiries.</p> <p>7.3 If the Client requests Filters Plus to leave Goods outside Filters Plus' premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.</p> <p>7.4 Filters Plus shall make every effort to source Goods compatible with the Client's requests; however, Filters Plus makes no guarantee that Goods sourced will be of the correct type or size for the Client's application. The Client accepts and acknowledges that it is the Client's responsibility to ensure that the Goods supplied are suitable for the desired purpose and cannot be returned once fitted.</p> <p>8 Specifications</p> <p>8.1 The Client acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Filter Plus' or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client 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, unless expressly stated as such in writing by Filters Plus.</p> <p>9 Title</p>	<p>9.1 Filters Plus and the Client agree that ownership of the Goods shall not pass until:</p> <p>(a) the Client has paid Filters Plus all amounts owing to Filters Plus; and</p> <p>(b) the Client has met all of its other obligations to Filters Plus.</p> <p>9.2 Receipt by Filters Plus of any form of payment other than cash, does not entitle the Client to payment until that form of payment has been honoured, cleared or recognised.</p> <p>9.3 It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 9.1:</p> <p>(a) the Client is only a bailee of the Goods and must return the Goods to Filters Plus on request.</p> <p>(b) the Client holds the benefit of the Client's insurance of the Goods on trust for Filters Plus and must pay to Filters Plus the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.</p> <p>(c) the Client 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 Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act or trust for Filters Plus and pay or deliver the proceeds to Filters Plus on demand.</p> <p>(d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Filters Plus and must sell, dispose of or return the resulting product to Filters Plus as it so directs.</p> <p>(e) the Client irrevocably authorises Filters Plus to enter any premises where Filters Plus believes the Goods are kept and recover possession of the Goods.</p> <p>(f) Filters Plus may recover possession of any Goods in transit whether or not delivery has occurred.</p> <p>(g) the Client shall not grant or grant an encumbrance over the Goods nor charge or create any security interest in the Goods while they remain the property of Filters Plus.</p> <p>(h) Filters Plus may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.</p> <p>10 Personal Property Securities Act 2009 ("PPSA")</p> <p>10.1 In this clause a secured party, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.</p> <p>10.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and a security (account) under a mortgage obligation to the Client to Filters Plus for Services that have previously been supplied and that will be supplied in the future by Filters Plus to the Client.</p> <p>10.3 The Client undertakes to:</p> <p>(a) promptly sign any further documents and/or provide any further information (such information to be accurate, accurate and up-to-date in all respects) which Filters Plus may reasonably require to:</p> <p>(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;</p> <p>(ii) register any other document required to be registered by the PPSA;</p> <p>(iii) correct a defective statement referred to in clause 10.3(a)(i) or 10.3(a)(ii);</p> <p>(b) indemnify, and upon demand reimburse, Filters Plus for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;</p> <p>(c) not register a financing change statement in respect of a security interest without the prior written consent of Filters Plus;</p> <p>(d) 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 Filters Plus;</p> <p>(e) immediately advise Filters Plus 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.</p> <p>10.4 Filters Plus and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.</p> <p>10.5 The Client waives the rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.</p> <p>10.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.</p> <p>10.7 Unless otherwise agreed to in writing by Filters Plus, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.</p> <p>10.8 The Client must unconditionally ratify any actions taken by Filters Plus under clauses 10.3 to 10.5.</p> <p>10.9 Subject to any express provisions to the contrary (including those contained in this clause 10), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.</p> <p>11 Security and Charge</p> <p>11.1 In consideration of Filters Plus agreeing to supply the Goods, the Client 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 Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).</p> <p>11.2 The Client indemnifies Filters Plus from and against all Filters Plus' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Filters Plus' rights under this clause.</p> <p>11.3 The Client irrevocably appoints Filters Plus and each director of Filters Plus as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Client's behalf.</p> <p>12 Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)</p> <p>12.1 The Client must inspect the Goods on Delivery and must within fourteen (14) days of such time notify Filters Plus in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Filters Plus to inspect the Goods.</p> <p>12.2 Under applicable State, Territory and Commonwealth Law (including, but not limited to, the PPSA) certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).</p> <p>12.3 Filters Plus acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.</p> <p>12.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Filters Plus makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Filters Plus' liability in respect of these warranties is limited to the fullest extent permitted by law.</p>	<p>12.5 If the Client is a consumer within the meaning of the CCA, Filters Plus' liability is limited to the extent permitted by section 64A of Schedule 2.</p> <p>12.6 If Filters Plus is required to replace the Goods under this clause or the CCA, but is unable to do so, Filters Plus may refund any money the Client has paid for the Goods.</p> <p>12.7 If the Client is not a consumer within the meaning of the CCA, Filters Plus' liability for any defect or damage in the Goods is:</p> <p>(a) limited to the value of any express warranty or warranty card provided to the Client by Filters Plus at Filters Plus' sole discretion;</p> <p>(b) limited to any warranty to which Filters Plus is entitled, if Filters Plus did not manufacture the Goods;</p> <p>(c) otherwise negotiated absolutely.</p> <p>12.8 Subject to clause 12.7, returns will only be accepted provided that:</p> <p>(a) the Client has complied with the provisions of clause 12.1; and</p> <p>(b) Filters Plus has agreed that the Goods are defective; and</p> <p>(c) the Goods are returned within a reasonable time at the Client's cost (but will not accept returned Goods if:</p> <p>(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.</p> <p>12.9 Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, Filters Plus shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:</p> <p>(a) the Client failing to properly maintain or store any Goods;</p> <p>(b) the Client using the Goods for any purpose other than that for which they were designed;</p> <p>(c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;</p> <p>(d) the Client not following any instructions or guidelines provided by Filters Plus;</p> <p>(e) fair wear and tear, any accident, or act of God.</p> <p>12.10 Filters Plus may in its absolute discretion accept non-defective Goods for return in which case Filters Plus may require the Client to pay handling fees of up to twenty percent (20%) of the value of the returned Goods plus any freight costs. Returns will not be accepted for Goods which have already been fitted/installed, nor for non-stocklist items or Goods made to the Client's specifications.</p> <p>12.11 Notwithstanding anything contained in this clause if Filters Plus is required by a law to accept a return then Filters Plus will only accept a return on the conditions imposed by that law.</p> <p>13 Default and Consequences of Default</p> <p>13.1 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 Filters Plus' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>13.2 If the Client owes Filters Plus any money the Client shall indemnify Filters Plus from and against all costs and disbursements incurred by Filters Plus in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Filters Plus' contract default fee, and bank disbursement fees).</p> <p>13.3 Further to any other rights or remedies Filters Plus may have under this contract, if the Client has made payment to Filters Plus, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Filters Plus under this clause 13 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.</p> <p>13.4 Without prejudice to Filters Plus' other remedies at law Filters Plus shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Filters Plus shall, whether or not due for payment, become immediately payable if:</p> <p>(a) any money payable to Filters Plus becomes overdue, or in Filters Plus' opinion the Client will be unable to pay the amount of such monies due;</p> <p>(b) the Client has exceeded any applicable credit limit provided by Filters Plus;</p> <p>(c) the Client 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</p> <p>(d) an administrator, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.</p> <p>14 Cancellation</p> <p>14.1 Without prejudice to any other remedies Filters Plus may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Filters Plus may suspend or terminate the supply of Goods to the Client. Filters Plus will not be liable to the Client for any loss or damage the Client suffers because Filters Plus has exercised its rights under this clause.</p> <p>14.2 Filters Plus may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Client shall not be entitled to any money paid by the Client for the Goods. Filters Plus shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>14.3 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Filters Plus as a direct result of the cancellation (including, but not limited to, any loss of profits).</p> <p>14.4 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.</p> <p>15 Privacy Act 1988</p> <p>15.1 The Client agrees for Filters Plus to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by Filters Plus.</p> <p>15.2 The Client agrees that Filters Plus may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Client;</p> <p>(b) and/or to notify other credit providers of a default by the Client; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Client (including the Client's repayment history in the preceding two (2) years).</p> <p>15.3 The Client consents to Filters Plus being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>15.4 The Client agrees that personal credit information provided may be used and retained by Filters Plus for the following purposes (and for other purposes or required by):</p> <p>(a) the provision of Goods; and/or</p> <p>(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>	<p>15.5 Filters Plus may give information about the Client to a CRB for the following purposes:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) allow the CRB to create or maintain a credit information file about the Client including credit history.</p> <p>15.6 The information given to the CRB may include:</p> <p>(a) personal information as outlined in 15.1 above;</p> <p>(b) name of the credit provider and that Filters Plus is a current credit provider to the Client;</p> <p>(c) whether the credit provider is a licensee;</p> <p>(d) type of consumer credit;</p> <p>(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p> <p>(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and Filters Plus has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);</p> <p>(g) information that, in the opinion of Filters Plus, the Client has committed a serious credit infringement;</p> <p>(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).</p> <p>15.7 The Client shall have the right to request (by e-mail) from Filters Plus:</p> <p>(a) a copy of the information about the Client retained by Filters Plus and the right to request that Filters Plus correct any incorrect information; and</p> <p>(b) that Filters Plus does not disclose any personal information about the Client for the purpose of direct marketing.</p> <p>15.8 Filters Plus will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.</p> <p>15.9 The Client can make a privacy complaint by contacting Filters Plus via e-mail. Filters Plus will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.</p> <p>16 Service of Notices</p> <p>16.1 Any written notice given under this contract shall be deemed to have been given and received:</p> <p>(a) by handing the notice to the other party, in person;</p> <p>(b) by leaving it at the address of the other party as stated in this contract;</p> <p>(c) by sending it by registered post to the address of the other party as stated in this contract;</p> <p>(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;</p> <p>(e) if sent by email to the other party's last known email address.</p> <p>16.2 Any notice that is posted shall be deemed to have been delivered, unless the contrary is shown, at the time that the ordinary course of post, the notice would have been delivered.</p> <p>17 General</p> <p>17.1 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 them. If 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.</p> <p>17.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia, the state in which Filters Plus has its principal place of business, and are subject to the jurisdiction of the Perth courts in that state.</p> <p>17.3 Subject to clause 12, Filters Plus shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Filters Plus of these terms and conditions (alternatively Filters Plus' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).</p> <p>17.4 Filters Plus may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent.</p> <p>17.5 The Client cannot assign or licence without the written approval of Filters Plus.</p> <p>17.6 Filters Plus 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 Client agrees and understands that they have no authority to give any instruction to any of Filters Plus' sub-contractors without the authority of Filters Plus.</p> <p>17.7 The Client agrees that Filters Plus may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Filters Plus to provide Goods to the Client.</p> <p>17.8 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.</p> <p>17.9 Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.</p>
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