

Company asks and considers necessary for the purposes of:

- (a) ensuring that a Security Interest is created under these Trading Conditions is enforceable, perfected and otherwise effective; or
- (b) enabling the Company to apply for any registration, or give any notification, in connection with a Security Interest created under these Trading Conditions so that the Security Interest has the priority required by the Company.

including anything the Company reasonably asks the Customer to do in connection with the PPSA.

The Customer will immediately inform the Company if an Insolvency Event occurs with respect to the Customer. The Customer shall not change its name or other details without first notifying the Company in writing with at least 14 days' notice before such change takes effect.

9. Warranties by the Customer

(a) The Customer warrants to the Company, and will procure a warranty from the consignee and consignee in favour of the Company, that:

- (i) it is either the owner of the Goods, or the authorised agent of the owner of the Goods with authority to bind the owner to act or otherwise have authority to arrange the Services under the Service Agreement;
- (ii) it has not granted any other person a Security Interest in respect of the Assets;
- (iii) it has not allowed or permitted to exist over the Goods and an Excluded Interest does not exist over the Assets;
- (iv) it will maintain appropriate insurance in respect of the Goods and will not do anything which might void any insurance policy held by the Customer or the Company;
- (v) it will provide all documents, information and assistance required by the Company to comply with the requirements of the Government Authorities in an accurate and timely fashion as required by those Government Authorities;
- (vi) it will retain all documents or records in the manner required by the Government Authorities;
- (vii) it will observe all requirements of any Government Authorities;
- (viii) it will maintain as confidential the terms of the Authority and these Trading Conditions;
- (ix) it has complied with all Laws and regulations of any Government Authorities relating to the nature, condition, packaging, handling, storage, weight and Carriage of the Goods including all Laws prescribed by the RSA and the Heavy Vehicle National Law;
- (x) the Goods are packed to withstand ordinary risks of handling storage and Carriage, having regard to their nature;
- (xi) the Goods are not Dangerous Goods except to the extent that the Parties have agreed in writing to the carriage of Dangerous Goods;
- (xii) the Goods comply with all relevant requirements pursuant to the Product Emissions Standards;
- (xiii) the Goods and their Carriage do not contravene any Laws or the Modern Slavery Laws;
- (xiv) it will comply at all times with all Privacy Laws in relation to the Service Agreement, the Goods and the Services and will notify the Company of any issues or requirements under such laws in relation to the Service Agreement, the Goods or Services of which the Company should be aware, or which may affect the Company's ability to comply with all OHS Laws;
- (xv) prior to the Company making payment to the ABF on behalf of the Customer of declared amounts of owed Customs Duty, GST or any other charge or tax, the Customer has verified and accepted the accuracy of these amounts as declared, and the Company shall not be liable for any underpayment of these amounts which are owed and payable solely by the Customer; and
- (xvi) if so requested by the Company, cooperate with the Company in making any Voluntary Disclosure to the ABF if Voluntary Disclosure is deemed necessary by the Company and/or its legal advisors to ensure compliance with the Customs Act.

(b) The Customer acknowledges that a breach of failure to observe all or any of the warranties in subclause 9(a) could lead to penalties or damages to the Customer and also to the Company and the Customer agrees to provide indemnity to the Company on account of such penalties or damages pursuant to clause 10.

10. Indemnity by the Customer

Without limiting the effect of these Trading Conditions, the Customer agrees to indemnify and keep indemnified the Company for:

- (i) any loss or damage directly or indirectly caused by the Goods or by breach of these Trading Conditions by the Customer except to the extent caused or contributed to by the Company;
- (ii) amounts of Customs Duty, GST and other payments made by Government Authorities by the Company on behalf of the Customer;
- (iii) any penalties payable by the Company (whether pursuant to a court order or pursuant to an Infringement Notice) due to the Customer:

 - (A) providing information that is incorrect or misleading;
 - (B) omitting to provide material information required to the Government Authorities;
 - (C) omitting to provide information required by the Company to properly carry out the Services and/or comply with the conditions of any Licences;
 - (D) providing information in a manner which does not enable the Company to comply with the requirements of the Government Authorities for reporting in prescribed periods; and/or

- (E) failing to provide information or documentation requested by the Company;
- (iv) penalties associated with the failure by the Customer to maintain or provide its documents or records in the manner and at the time contemplated by the Government;
- (v) penalties associated with the Customer's omission of information required to be provided to any Government Authorities;
- (vi) penalties associated with the Customer making or causing to be made, statements which are false or misleading to Government Authorities, except to the extent that such statements were made by the Company in the knowledge that such statements were false or misleading;
- (vii) penalties associated with the Customer providing misleading or deceptive information regarding the status of Goods, whether pursuant to the Competition and Consumer Act or other legislation;
- (viii) penalties associated with the Customer providing invalid or otherwise inadequate Certificates of Origin as required under any relevant Free Trade Agreement;
- (ix) penalties imposed by any RSA for any breach of the Laws governing the Carriage of goods by road or any breach, act or omission arising out of or pursuant to the Chain of Responsibility Obligations of Road Transport Vehicles and/or the Heavy Vehicle National Law;
- (x) damages payable by the Customer from the failure of the Customer to return any container or transport equipment involved in Carriage in the time required by the contract between the Company and the supplier or owner of that container or other transport equipment;
- (xi) demurrage or other charge for detention or failure to return items provided by the Company pursuant to contracts with other parties, except for such charges caused by the Company;
- (xii) liabilities or costs incurred by the Company on behalf of the Customer associated with the Services including, without limitation, amounts paid to carriers of goods for the Carriage of Goods or cleaning of containers (whether Sub-Contractors or otherwise and amounts incurred by the Company in exercising its rights pursuant to these Trading Conditions);
- (xiii) damages payable by the Company arising from or contributed to by errors or misrepresentations by the Customer;
- (xiv) losses or damage incurred by the Customer or the Company due to a breach of any of the warranties in subclause 9(a);
- (xv) all expenses directly or indirectly incurred arising out of or in connection with the entry of an officer of any Government Authorities and/or authorised person on the premises of the Company for the purpose of exercising any powers pursuant to the requirements of any Government Authorities and/or inspecting, examining, making copies of, taking extracts of documents on the premises to the extent that the exercise of the powers is related to the Services;
- (xvi) any Customs Duty, GST or other charge assessed against the Company in relation to the Goods or Services;
- (xvii) any charges levied by Government Authorities or other costs incurred by the Company for examination and treatment of the Goods;
- (xviii) any costs, charges or fees, including legal fees, incurred in obtaining any Customs Advice or making Voluntary Disclosure to the ABF where reasonably necessary, whether or not the Customer directed or requested the Company to obtain the Customs Advice or make the Voluntary Disclosure;
- (xix) any costs, charges or fees or other charges assessed against the Company in relation to the Goods or Services;
- (xx) any costs or charges incurred by the Company as a result of or in connection with a direction or request from any Government Authority in relation to the Goods or Services;
- (xxi) any costs or charges incurred by the Company as a result of or in connection with a suspension or cancellation by any Government Authority of an AFD in relation to the Goods or Services;
- (xxii) any costs or charges incurred by the Company as a result of or in connection with any variation by any Government Authority of conditions of Licences or the addition by any Government Authority of new conditions on Licences or Services;
- (xxiii) any costs, charges or penalties incurred by the Company as a result of or in connection with any breaches of any Licences caused by or contributed to by the act or omission of the Customer or the nature of the Goods or Services;
- (xxiv) any costs or charges incurred by the Company as a result of or in connection with any suspension or cancellation of Licences by any Government Authority caused by or contributed to by the act or omission of the Customer or the nature of the Goods or Services;
- (xxv) any costs or charges incurred by the Company as a result of or in connection with the Company complying with any conditions or Laws in respect of any Licences in relation to the Goods or Services;
- (xxvi) any costs or charges incurred by the Company pursuant to subclauses 21(c), 21(f) and 21(e);
- (xxvii) any costs, charges or fees or other charges assessed against the Company or payable to the Shipper in any arrangements for the transport or movement of the Goods for the Customer whether payable to a Government Authority or otherwise; and
- (xxviii) any costs, charges or penalties associated with the Company deemed to be the owner or importer of the Goods;
- (xxix) any costs or charges incurred in recovering any amounts payable to the Company in relation to the provision of the Services to the Customer (including, without limitation, costs of legal proceedings).

(b) The Customer agrees to pay any amounts claimed pursuant to the indemnity in subclause 10(a) within 7 days of demand by the Company.

(c) The nature of the indemnity provided pursuant to subclause 10(a) will include, without limitation, all penalties, liabilities, all losses (including indirect and Consequential Loss) and damages assessed against the Company and its officers and employees, together with all legal costs incurred by the Company (calculated on a solictor/basis). The indemnity shall continue in force and effect whether or not the Goods have been pillaged, stolen, lost, damaged or destroyed.

(d) For the purposes of clause 10, the Customer agrees to indemnify and keep indemnified the Company for any loss or damage suffered by the Company in respect of its Licences including, without limitation, complying with its Reporting Obligations.

(e) For the purposes of subclause 10(d) the Customer agrees that the Company may take such actions as are necessary to comply with the terms of its Licences whether or not any breach or suspected breach exists in relation to or in connection with the Goods or Services provided by the Company.

(f) Without limiting anything in subclause 10(a) the Customer agrees to indemnify and keep indemnified the Company, in any case where the Customer is liable for the payment of the Company providing information or making statements to any Government Authority as are necessary for the Company to comply with the terms of its Licences or Customs Related Laws.

(g) The Company may exercise all or any of its rights pursuant to clause 7 to recover any amounts owing pursuant to this clause 10.

(h) There is no need for the Company to suffer or incur any losses, costs, damages, liabilities, judgments, penalties or expenses before requiring payment from the Customer.

11. Insurance

The Company shall not affect insurance on the Goods except upon receipt of express instructions given in writing by the Customer and the Customer's written declaration as to the value of the Goods. All such insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurer or underwriter taking the risk. At the discretion of the Company such insurances may name the Customer or owner as insured. In the event of any dispute in liability under any such insurance policy for any reason whatsoever the Customer or other insured shall have recourse against the insurer or underwriter only and the Company shall have no liability or responsibility in relation to any such insurance policy.

12. Storage and transport

(a) Subject to express instructions in writing given by the Customer and accepted by the Company in writing (and without limiting the generality of clause 6), the Company reserves to itself complete freedom to decide upon the means, route and procedure to be followed in the handling, storage and transportation of the Goods and is entitled and authorised to engage Sub-Contractors to perform all or any of the functions required of the Company upon such terms and conditions as the Company in its absolute discretion may deem appropriate.

(b) The Customer agrees that:

- (i) the value of the Goods shall not be declared or inserted in a Bill of Lading or in a sea carriage document for the purpose of extending a ship or carrier's liability under the Carriage of Goods by Sea Act 1924 and Carriage of Goods by Road Act 1908 except to the extent permitted in writing by the Customer;
- (ii) in the case of Carriage by air, no option or declaration of value to increase air-carrier's liability under:

 - (A) Article 22 of Schedule 1A to the Civil Aviation (Carrier's Liability) Act 1959; or
 - (B) Article 22(2) of Schedule 1, 2, 4 or 5 to the Civil Aviation (Carrier's Liability) Act 1959.

is to be made except on the instructions in writing by the Customer;- (iii) in the case of Carriage by land, or any Carriage ancillary to the Carriage mentioned above and not expressly provided for under any contract within these Trading Conditions, under Convention or under any statute or law, the Customer agrees that the value of the Goods shall not be declared or inserted into a contractual document or as part of the trading terms for the purpose of extending the forwarder or Carrier's liability under any circumstance except upon express conditions agreed to in writing by the Carrier or forwarder who expressly elect to waive that right;
- (iv) in all other cases where there are Carriers, warehousemen, stevedores or others according to the extent of the liability assumed by the Carriers, warehousemen, stevedores or others, no declaration of value (where optional) will be made for the purpose of extending liability, and the Goods will be forwarded or dealt with at the Customer's risk for minimum charges, unless express instructions in writing to the contrary are given by the Customer;
- (v) the Company shall have no obligation to take any action in respect of any Goods that may be recognised as belonging to the Customer unless it has received suitable instructions relating to such Goods pursuant to all necessary documents. In particular, the Company shall not be obliged to notify the Customer of the existence or whereabouts of the Goods or to examine them or to take any other steps for their identification, protection or preservation or for the preservation of any claim by the Customer or any other party against the Carrier, insurer or any third party; and
- (vi) all Goods moved by air are subject to volumetric conversion on the basis of one kilo being the equivalent of six thousand cubic centimetres. Goods moved by other means are subject to volumetric conversion on the basis of relevant industry standards or as modified by the Carrier's standard trading conditions.

13. Perishable, non-deliverable, uncollected, hazardous and damaged Goods

(a) Where the Goods are perishable and are not taken up immediately upon arrival or are insufficiently or incorrectly addressed or marked or otherwise not identifiable, they may be sold or otherwise disposed of upon notice to the Customer, consignee, owner or consignee of the Goods and payment or tender of the net proceeds of any sale after deduction of all costs, expenses and charges incurred by the Company in effecting such sale or disposal shall be equivalent to delivery. Such notice will not be required where the Company has been directed to immediately dispose of the Goods by a direction of Government Authorities.

(b) Where the Goods are non-perishable and cannot be delivered either because they are insufficiently or incorrectly addressed or marked or otherwise not identifiable or because they are uncollected or not accepted by the consignee they may be sold or returned at the Company's option at any time after the expiration of 21 days from a notice in writing sent to the Customer at the address in the Contract and the Company agrees to indemnify the Customer against any penalties, interest, tax and other costs incurred by the Company and arising in connection with the storage, sale or return of the Goods shall be paid by the Customer and may be deducted from the proceeds of the sale of the Goods.

(c) Where the Goods are stored by the Company for the Customer and they are uncollected for whatever reason they may be sold or returned at the Company's option at any time after the expiration of 21 days from a notice in writing sent to the Customer at the address which the Customer gave to the Company on delivery of the Goods. All costs, charges and expenses incurred by the Company and arising in connection with the storage, sale or return of the Goods shall be paid by the Customer and may be deducted from the proceeds of the sale of the Goods.

(d) In respect of subclauses 13(a), 13(b) and 13(c), the Company shall also optionally dispose of such Goods as principal and not as agent and is not trustee of the power of sale.

(e) In the event that any sale of Goods pursuant to subclauses 13(a), 13(b) and 13(c) does not provide sufficient proceeds to discharge all liability of the Customer to the Company, the Customer acknowledges that it is not released from the remainder of the liability to the Company merely by sale of the Goods.

14. Destruction of Dangerous Goods

In the event that the Goods are found to be Dangerous Goods they may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time. If such Goods are accepted under arrangements previously made in writing they may nevertheless be destroyed or otherwise dealt with if they become dangerous to other goods or property. The expression 'goods likely to cause damage' includes goods likely to harbour or encourage vermin or other pests and all such goods as fall within the definition of hazardous and dangerous goods in the legislation governing carriage by rail in the States and Territories of Australia and OHS laws.

15. Inspection

The Company may without liability open any package or other container which the Goods are placed or carried to inspect or weigh the Goods either to determine their weight, nature or condition or to determine their ownership or destination.

16. Delivery

(a) The Company is authorised to deliver the Goods to the address given to it by the Customer.

(b) The Company is deemed to have satisfied its delivery obligations under the Service Agreement if the Company delivers the Goods to the address given by the Customer and obtains from a person at that address a receipt or a signed delivery docket.

(c) In the event of the consignee refusing to take delivery or refusing to sign a bill of lading or any other document, or not being able to take delivery of the Goods, or the Goods being unable to be delivered for any other reason, the Company shall, at the Customer's absolute discretion and at the Customer's sole expense and risk and without liability to the Company, deal with the Goods as the Company thinks fit including storing or disposing of the Goods or returning them to the Customer or the person entitled to collect the Goods.

17. Railway declaration

The Company shall be under no obligation to make any declaration to, or to seek any special protection or cover from, the Department of Infrastructure and Regional Development and Cities, railways authority or other body of railways in any State or any airline or road transport authority in respect of any Goods which fit that body's description of:

- (a) dangerous or hazardous goods; or
- (b) goods liable to be stored in the open.

unless written instructions to that effect are given to the Company by the Customer.

18. Piled Goods

If the Goods are landed from any vessel in a damaged or pillaged condition and an examination might be held or other action taken by the Company in respect thereof, no responsibility attaches to the Company for any failure to hold such examination or take such other action unless the Company has been given sufficient notice to enable it to arrange for such examination or for the taking of such other action as the case may be.

19. Storage of Goods pending delivery

(a) Without limiting the effect of clause 12, pending forwarding and delivery, the Goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company at the Customer's risk and expense.

(b) In circumstances where the Company stores the Goods, the Company may, by notice in writing, require that the Customer remove the Goods for any reason whatsoever within seven days from receipt of a notice delivered to the address which the Customer gave to the Company on delivery of the Goods. If the Customer fails to do so, the Company may remove the Goods and store them in such a manner and in such a place as the Company thinks appropriate at the Customer's expense and risk.

20. COD Goods

The Company may in its absolute discretion refuse instructions to collect Goods on delivery on COD terms in cash or otherwise. Where the Company does accept such instructions its only obligation to the Customer is to use reasonable diligence and care in such collection.

21. Limitation of liability, force majeure and indemnity from liability to third parties

(a) To the fullest extent permitted by law, and subject to subclause 27(f) (where it applies), clause 21(c) and 21(g), the Company, its servants and agents shall not be responsible for loss or damage of any kind whatsoever arising out of the provision of its Services to the Customer (whether caused by negligence or willful default by the Company its servants or agents) and the Customer agrees to indemnify the Company in respect of all claims made by Sub-Contractors or third parties concerning the provision of Services by the Company and the following matters are expressly covered by this limitation of liability:

- (i) any liability to pay amounts to Government Authorities (including, without limitation, customs duty or GST) that would not have otherwise been payable or any penalties (including penalties imposed directly on the Company, its servants or agents) as a result of their reliance on incorrect information provided by the Customer, consignee or consignee of the Goods, or their reliance on any Government Authority or Infringement Notice;
- (ii) any liability incurred (including any penalties imposed directly on the Company, its servants or agents) as a result of or in connection with any finding that Certificates of Origin produced pursuant to a relevant Free Trade Agreement are invalid;
- (iii) any liability concerning the making of any statement, forecast, information or giving advice in relation to the liability of the Customer to pay any amounts owing to any Government Authorities;
- (iv) any liability in respect of the loss, misdelivery, deterioration, non-delivery, contamination, evaporation or damage to the Goods or consequential loss arising as a result however caused;
- (v) any loss or depreciation of market value attributable to delay in forwarding the Goods or failure to carry out instructions of the Customer;
- (vi) any loss, damage, expense or additional cost arising from or in any way connected with marks or brands on or within the Goods, numbers, content, quality, description of the Goods;
- (vii) loss or damage resulting from fire, water, explosion or theft;
- (viii) loss, damage or delay occasioned by examination of the Goods by any of the Government Authorities;
- (ix) loss, damage or delay occasioned by treatment of the Goods by any of the Government Authorities (including without limitation, any fumigation or decontamination or other treatment by the Department of Agriculture);
- (x) any costs incurred by the Company on behalf of the Customer to any other person in relation to the Carriage of the Goods;
- (xi) any losses, liabilities, costs or charges incurred by the Company as a result of or in connection with a direction or request from any Government Authority in relation to the Goods or Services;
- (xii) any losses, liabilities, costs or charges incurred by the Company as a result of or in connection with a suspension or cancellation by any Government Authority of an AFD in relation to the Goods or Services;
- (xiii) any losses, liabilities, costs or charges incurred by the Company as a result of or in connection with any variation by any Government Authority of conditions of Licences or the addition by any Government Authority of new conditions on Licences in relation to the Goods or Services;
- (xiv) any losses, liabilities, costs, charges or penalties incurred by the Company as a result of or in connection with any breaches of any Licences in relation to the Goods or Services;
- (xv) any losses, liabilities, costs or charges or penalties incurred by the Company as a result of or in connection with the Company complying with any conditions or Laws in respect of any Licences in relation to the Goods or Services;
- (xvi) any losses, liabilities, costs or charges incurred by the Company as a result of or in connection with any suspension or cancellation of Licences by Customs in relation to the Goods or Services; and
- (vii) loss, damage or delay occasioned by delay in the Carriage of the Goods or handling of the Goods in the course of the Carriage of the Goods.

Nothing in clause 21(a) is intended to limit the Customer's obligations under the indemnity in clause 10.

- (b) The Company shall not be liable in any event for any Consequential Loss whether or not the Company had knowledge that such damage might be incurred.
- (c) The Company and Customer acknowledge that Goods moving by air freight are subject to the applicable Airfreight Convention. The Customer's recovery of loss or damage, if any, is against the insurer and is limited in accordance with Airfreight Convention or any other Conventions that may be applicable. In the event of any loss or damage suffered by the Customer whilst the Goods are in the possession of the airline carrier, the Company will seek to recover on behalf of the Customer from the principal airline carrier amounts payable under the aforementioned Conventions as they are applicable. The Customer will indemnify, defend and hold the Company harmless against any claims for loss or damage to their Goods incurred whilst they were in the possession of the airline carrier.
- (d) The Company and Customer acknowledge that Goods moving by sea freight are subject to the applicable international treaties including the Hague Rules. The Customer's right to recovery of loss or damage, if any, is against the sea freight Carrier and is limited in accordance with the Hague Rules or any other Conventions that may be applicable. In the event of any loss or damage suffered by the Customer whilst the Goods are in the possession of the sea freight Carrier, the Company will seek to recover on behalf of the Customer from the Carrier amounts payable by the Hague Rules as they are applicable. The Customer will indemnify, defend and hold the Company harmless against any claims for loss or damage to their goods incurred whilst they were in the possession of the sea freight Carrier.
- (e) The Company and Customer acknowledge that Goods moving by air freight are subject to the applicable international treaties including the Montreal Convention. The Customer's right to recovery of loss or damage, if any, is against the carrier and is limited in accordance with the Montreal Convention and any other Conventions that may be applicable. In the event of any loss or damage suffered by the Customer whilst the Goods are in the possession of a third party Carrier, the Company will seek to recover on behalf of the Customer from the third party Carrier amounts payable by these Conventions as they are applicable. The Customer will indemnify, defend and hold the Company harmless against any claims for loss or damage to their Goods incurred whilst they were in the possession of the third party Carrier where such Carriage was necessary in order to comply with the terms of the Service Agreement.
- (f) The Company shall not be liable to the Customer for any breach or failure to perform its obligations under these Trading Conditions or any damage or loss to Goods resulting from one of the following:

 - (i) perils, dangers and accidents of the sea or other navigable waters;
 - (ii) act of God;
 - (iii) act of war which may include but is not limited to armed conflict, invasion, insurrection, military coup, civil war, violent civil disturbance, embargo and shipping blockade;
 - (iv) act of terrorism;
 - (v) acts of piracy or hostilities;
 - (vi) pandemic, epidemic or other major public health emergency as declared by the World Health Organisation or relevant public health authorities, and associated quarantine and other public health measures;
 - (vii) arrest or restraint of princes, rulers or people, or seizure under legal process;
 - (viii) strike or lock-out of labour or stoppage of work or any other industrial action or matter;
 - (ix) riots, civil commotions or failure of government authorities to provide essential services or infrastructure, which are necessary for the performance of the Services;
 - (x) saving or attempting to save life or property at sea; or
 - (xi) any other cause arising beyond the reasonable control of the Company, without the actual fault or privity of the Company and without the actual fault or privity of the agents or carriers of the Goods.

- (g) If the occurrence of any event contemplated in subclause 21(f) causes a delay of over 5 Business Days in any obligation of the Company, then the provision of Services may be terminated by notice in writing by either party to the other party. However, all costs, charges and expenses already incurred by the Company prior to the termination or arising in connection with the disposal or return of the Goods shall be paid by the Customer.
- (h) Any claim made against the Company, its servants or sub-agents is limited to the full extent permitted by law. To the extent that the liability of the Company is limited by a Convention, statute, Law or contract, and that limitation exceeds the limitation of liability pursuant to these Trading Conditions then the liability pursuant to that Convention, statute, Law or contract shall apply.

 - (i) Where the Customer acquires Services under these Trading Conditions as a consumer within the meaning of the Australian Consumer Law, the Company's Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, the Customer is entitled:

 - (A) to cancel the service contract between the Company and the Customer;
 - (B) to a refund for the unused portion, or to compensation for its reduced value.

The Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage. - (ii) If the failure does not amount to a major failure, the Customer is entitled to have problems with the Service rectified in a reasonable time and, if this is not done, to cancel the Customer's contract and obtain a refund for the unused portion of the contract.
 - (j) Where the Consumer Guarantees under the Australian Consumer Law apply to the Services, and the Australian Consumer Law prohibits the Company from excluding the application of, or its liability under, any of the Consumer Guarantees, the Company's liability will be limited for a breach of a Consumer Guarantee to one or more of the following:

 - (i) the supplying of the Services as given; or
 - (ii) payment of the cost of having the Services supplied again.