

**1. Definitions**

- 1.1 "H2OFF" means H2OFF Ltd, its successors and assigns or any person acting on behalf of and with the authority of H2OFF Ltd.
- 1.2 "Client" means the person/s ordering the Works 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.
- 1.3 "Works" means all Works or Materials supplied by H2OFF to the Client at the Client's request from time to time (where the context so permits the terms 'Works' or 'Materials' shall be interchangeable for the other).
- 1.4 "Price" means the Price payable for the Works as agreed between H2OFF and the Client in accordance with clause 5 below.

**2. Acceptance**

- 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 provision of any Works.
- 2.2 These terms and conditions may only be amended with H2OFF's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and H2OFF.

**3. Change in Control**

- 3.1 The Client shall give H2OFF 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 number/s, or business practice). The Client shall be liable for any loss incurred by H2OFF as a result of the Client's failure to comply with this clause.

**4. Authorised Representatives**

- 4.1 Unless otherwise limited as per clause 4.2, the Client agrees that should the Client introduce any third party to H2OFF as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Works, and/or to request any variation thereto, on the Client's behalf, and such authority to continue until all requested Works have been completed or the Client otherwise notifies H2OFF in writing that said person is no longer the Client's duly authorised representative.
- 4.2 In the event that the Client's duly authorised representative, as per clause 4.1, is to have only limited authority to act on the Client's behalf, then the Client must specifically and clearly advise H2OFF in writing of the parameters of the limited authority granted to their representative.
- 4.3 The Client specifically acknowledges and accepts that they will be solely liable to H2OFF for all additional costs incurred by H2OFF (including H2OFF's profit margin) in providing any Works, or variation/s thereto, requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 4.2 (if any)).

**5. Price and Payment**

- 5.1 At H2OFF's sole discretion the Price shall be either:
    - (a) as indicated on invoices provided by H2OFF to the Client in respect of Works performed or Materials supplied; or
    - (b) H2OFF's Price at the date of provision of the Works according to H2OFF's current pricelist; or
    - (c) H2OFF's quoted Price (subject to clause 5.2) which shall be binding upon H2OFF provided that the Client shall accept H2OFF's quotation in writing within thirty (30) days.
  - 5.2 H2OFF reserves the right to change the Price:
    - (a) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or
    - (b) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, inclement weather, limitations to accessing the worksite, obscured/latent building/worksite defects, safety considerations, prerequisite work by any third party not being completed, etc.) which are only discovered on commencement of the Works; or
    - (c) in the event of increases to H2OFF in the cost of labour or Materials, which are beyond H2OFF's control.
  - 5.3 At H2OFF's sole discretion, a non-refundable deposit shall be required upon request.
  - 5.4 Time for payment for the Works being of the essence, the Price will be payable by the Client on the date/s determined by H2OFF, which may be:
    - (a) on completion of the Works; or
    - (b) by way of progress payments in accordance with the Seller's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the worksite but not yet installed;
    - (c) the date specified on any invoice or other form as being the date for payment; or
    - (d) twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;
    - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by H2OFF.
  - 5.5 Payment may be made by cash, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to three percent (3%) of the Price), EFTPOS, PayPal, or by any other method as agreed to between the Client and H2OFF.
  - 5.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to H2OFF an amount equal to any GST H2OFF must pay for any provision of Works by H2OFF under this or any other agreement. 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.
  - 5.7 Receipt by H2OFF of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then H2OFF's ownership or rights in respect of the Works, and this agreement, shall continue.
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6. **Provision of the Works**
    - 6.1 Subject to clause 6.2, it is H2OFF's responsibility to ensure that the Works start as soon as it is reasonably possible.
    - 6.2 The Works commencement date will be put back and the completion date extended by whatever time is reasonable in the event that H2OFF claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond H2OFF's control, including but not limited to any failure by the Client to:
      - (a) make a selection; or
      - (b) have the worksite ready for the Works; or

- (c) notify H2OFF that the worksite is ready.
- 6.3 H2OFF may provide the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 6.4 Any time specified by H2OFF for provision of the Works is an estimate only and H2OFF will not be liable for any loss or damage incurred by the Client as a result of any delay. However both parties agree that they shall make every endeavour to enable the Works to be provided at the time and place as was arranged between both parties. In the event that H2OFF is unable to provide the Works as agreed solely due to any action or inaction of the Client then H2OFF shall be entitled to charge a reasonable fee for re-providing the Works at a later time and date.
- 6.5 H2OFF is not responsible for the removal of rubbish from or clean-up of the worksite. This is the responsibility of the Client, or the Client's agent.

## 7. Risk

- 7.1 Unless specified by H2OFF in writing, H2OFF shall not be obligated to maintain a contract works insurance policy for the Works, and the Client acknowledges that they shall be responsible to arrange insurance:
- (a) for the Works against loss or damage for not less than the total of the Price; and
  - (b) for full replacement value against loss or damage to the Client's existing structure made available to enable performance of the Works or adjacent to the Works and against loss or damage to the Client's contents; and
  - (c) against consequential loss arising from loss or damage to the Client's existing structures made available for the Works to be carried out.
- 7.2 H2OFF may, at its discretion, notify the Client that it requires to store at the worksite Materials, fittings and appliances, or plant and tools required for the Works, in which event the Client shall supply H2OFF a safe area for storage (at no charge to H2OFF), and shall take all reasonable efforts to protect all items so stored from possible destruction, theft or damage. In the event that any such items are destroyed, stolen or damaged then the cost of repair or replacement shall be the Client's responsibility.
- 7.3 The Client acknowledges that Materials cannot be installed onto wet surfaces, or in inclement weather. Whilst H2OFF shall minimise the effect of inclement weather, and will work co-operatively with other tradespersons, they shall not be responsible for any loss suffered by the Client, or any other party, due to a delay in the provision of the Works arising from inclement weather.
- 7.4 Where H2OFF is required to install the Materials the Client warrants that the structure of the premises or equipment in or upon which these Materials are to be installed or erected is sound and will sustain the installation and Works incidental thereto and H2OFF shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising should the premises or equipment be unable to accommodate the installation.
- 7.5 Any advice, recommendation, information, assistance or service provided by H2OFF in relation to Works provided is given in good faith, is based on H2OFF's own knowledge and experience and shall be accepted without liability on the part of H2OFF and it shall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the Works.
- 7.6 Where H2OFF gives advice or recommendations to the Client, or the Client's agent, regarding the suitability of the worksite for the Works and such advice or recommendations are not acted upon then H2OFF shall require the Client or their agent to authorise commencement of the Works in writing. H2OFF shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Works.
- 7.7 All potential waterproofing surfaces are subject to an inspection by H2OFF prior to the commencement of the Works. In the event that the surface is deemed unsuitable (including where the surface is wet or in the event of inclement weather), then H2OFF reserves the right to halt the Works until such time as either:
- (a) H2OFF is satisfied that the surface is dry enough to proceed with the Works, or the Client authorises the commencement of the Works irrespective of such; and/or
  - (b) it is agreed between H2OFF and the Client as to the additional cost in further preparation of the surface in order to make it fit for waterproofing. The additional cost shall be charged as a variation to the quotation as per clause 5.2.

## 8. Client Responsibilities

- 8.1 It is the intention of H2OFF and agreed by the Client that it is the responsibility of the Client to:
- (a) ensure that H2OFF has clear and free access to the worksite (with on-site parking space for two (2) vehicles) at all times to enable them to undertake the Works. H2OFF shall not be liable for any loss or damage to the worksite (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of H2OFF;
  - (b) provide scaffolding, with suitable and safe access in place (including all safety barriers or lines), for all work areas over three metres (3m). It is also agreed that all scaffolding erected will comply with industry safety standards and that any person erecting the scaffolding shall be suitably qualified to ensure its safe and proper erection, and where necessary shall hold a current certificate of competency and/or be fully licensed;
  - (c) ensure that any surface requiring waterproofing is suitable for the purpose. In the event that the Client requests H2OFF to prepare the surface for waterproofing, then at H2OFF's sole discretion a fee shall be charged for the additional work, and shall become immediately due and payable;
  - (d) ensure that no other tradesmen work on the membrane applied to the surface, until the membrane is fully dried and cured to manufacturer's specifications. H2OFF shall not be liable for any costs, damages or loss however arising from the Client's failure to comply with this clause.

## 9. Dimensions, Plans and Specifications

- 9.1 All customary building industry tolerances shall apply to the dimensions and measurements of the Works unless H2OFF and the Client agree otherwise in writing.
- 9.2 H2OFF shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client or the Client's representative. If the giving of a quotation for the provision of the Works involves H2OFF estimating measurements and quantities, it shall be

the responsibility of the Client to verify the accuracy thereof before the Client accepts such quotation. Should the Client require any changes to the estimated measurements and quantities, the Client shall request such changes in writing before acceptance of the quotation.

**10. Compliance with Laws**

- 10.1 The Client and H2OFF shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works, including any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
- 10.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Works.

**11. Title**

- 11.1 H2OFF and the Client agree that the Client's obligations to H2OFF for the provision the Works shall not cease (and ownership of the Materials shall not pass) until:
- (a) the Client has paid H2OFF all amounts owing to H2OFF; and
  - (b) the Client has met all other obligations due by the Client to H2OFF in respect of all contracts between H2OFF and the Client.
- 11.2 It is further agreed that:
- (a) until ownership of the Materials passes to the Client in accordance with clause 11.1 that the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to H2OFF on request.
  - (b) the Client holds the benefit of the Client's insurance of the Materials on trust for H2OFF and must pay to H2OFF the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed. The production of these terms and conditions by H2OFF shall be sufficient evidence of H2OFF's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with H2OFF to make further enquiries.
  - (c) unless the Materials have become fixtures the Client irrevocably authorises H2OFF to enter any premises where H2OFF believes the Materials are kept and recover possession of the Materials.
  - (d) the Client shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of H2OFF.
  - (e) H2OFF may commence proceedings to recover the Price notwithstanding that ownership of the Materials has not passed to the Client.

**12. Personal Property Securities Act 1999 ("PPSA")**

- 12.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:
- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
  - (b) a security interest is taken in all collateral (account), being a monetary obligation of the Client to H2OFF for Works previously provided (if any) and that will be provided in the future by H2OFF to the Client.
- 12.2 The Client undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which H2OFF may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
  - (b) indemnify, and upon demand reimburse, H2OFF for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any registration made thereby;
  - (c) not register a financing change statement or a change demand without the prior written consent of H2OFF.
- 12.3 H2OFF and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 12.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 12.5 Unless otherwise agreed to in writing by H2OFF, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 12.6 The Client shall unconditionally ratify any actions taken by H2OFF under clauses 12.1 to 12.5.

**13. Security and Charge**

- 13.1 In consideration of H2OFF agreeing to provide the Works, 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).
- 13.2 The Client indemnifies H2OFF from and against all H2OFF's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising H2OFF's rights under this clause.
- 13.3 The Client irrevocably appoints H2OFF and each director of H2OFF as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.

**14. Client's Disclaimer**

- 14.1 The Client hereby disclaims any right to rescind, or cancel any contract with H2OFF or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by H2OFF and the Client acknowledges that the Works are bought relying solely upon the Client's skill and judgment.

**15. Defects, Errors and Omissions**

- 15.1 The Client shall inspect the Works on completion and shall within seven (7) days of such time (being of the essence) notify H2OFF of any alleged defect, error or omission, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford H2OFF an opportunity to inspect the Works within a reasonable time following such notification if the Client believes the Works are defective in any way. If the Client shall fail to comply with these provisions the Works shall be presumed to be free from any defect or damage. For defective Works, which H2OFF has agreed in writing that the Client is entitled to reject, H2OFF's liability is limited to either (at H2OFF's discretion) rectifying or re-providing the Works.

**16. Warranties**

- 16.1 Subject to the conditions of warranty set out in clause 16.2, H2OFF warrants that if any defect in any workmanship of H2OFF becomes apparent and is reported to H2OFF within five (5) years of the completion date (time being of the essence) then H2OFF will either (at H2OFF's sole discretion) replace or remedy the workmanship.
- 16.2 The conditions applicable to the warranty given by clause 16.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
    - (i) failure on the part of the Client to properly maintenance to the surface; or
    - (ii) failure on the part of the Client to follow any instructions or guidelines provided by H2OFF; or
    - (iii) any use of the surface otherwise than for any application specified on a quote or order form; or
    - (iv) the continued use of the surface after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
    - (v) fair wear and tear, any accident or act of God.
  - (b) in respect of all claims H2OFF shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.
- 16.3 The warranty shall be the current warranty provided by the manufacturer of the Materials. H2OFF shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given thereby.
- 16.4 All warranty claims must be approved by H2OFF before commencement of any work, failure to comply will result in any warranty applicable to H2OFF Services becoming void. H2OFF shall also thereafter in no circumstances be liable under the terms of any warranty previously offered, if the workmanship is repaired, altered or overhauled without H2OFF's consent.
- 16.5 The conditions applicable to the warranty given on Goods supplied by H2OFF are contained on the "Warranty Documentation or Produce Statement" that will be supplied with the Goods at the time of delivery/installation. The warranty shall only be applicable on the Goods, once H2OFF has received payment in full for all Goods and Services provided.
- 16.6 No PS3 or any other warranty will be supplied before full payment of the job has been received by H2Off and cleared in the bank.

**17. Consumer Guarantees Act 1993**

- 17.1 If the Client is acquiring Works for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the provision of Works by H2OFF to the Client.

**18. Intellectual Property**

- 18.1 Where H2OFF has designed, drawn, written plans or a schedule of Works, or created any Materials for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and Materials shall remain vested in H2OFF, and shall only be used by the Client at H2OFF's discretion.
- 18.2 The Client warrants that all designs, specifications or instructions given to H2OFF will not cause H2OFF to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify H2OFF against any action taken by a third party against H2OFF in respect of any such infringement.
- 18.3 The Client agrees that H2OFF may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans, or digital media of the Works which H2OFF has provided (or Materials created for) the Client.

**19. Default and Consequences of Default**

- 19.1 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 H2OFF's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 19.2 If the Client owes H2OFF any money the Client shall indemnify H2OFF from and against all costs and disbursements incurred by H2OFF in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, H2OFF's collection agency costs, and bank dishonour fees).
- 19.3 Without prejudice to any other remedies H2OFF may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions H2OFF may suspend or terminate the provision of Works to the Client. H2OFF will not be liable to the Client for any loss or damage the Client suffers because H2OFF has exercised its rights under this clause.
- 19.4 Without prejudice to H2OFF's other remedies at law H2OFF shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to H2OFF shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to H2OFF becomes overdue, or in H2OFF's opinion the Client will be unable to make a payment when it falls due;
  - (b) the Client becomes insolvent or bankrupt, 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
  - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

**20. Cancellation**

- 20.1 H2OFF may cancel any contract to which these terms and conditions apply or cancel provision of the Works at any time before the Works have commenced by giving written notice to the Client. On giving such notice H2OFF shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to H2OFF for Materials already provided. H2OFF shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 20.2 In the event that the Client cancels the provision of the Works the Client shall be liable for any and all loss incurred (whether direct or indirect) by H2OFF as a direct result of the cancellation (including, but not limited to, any loss of profits).

**21. Privacy Act 1993**

- 21.1 The Client authorises H2OFF or H2OFF's agent to:
- (a) access, collect, retain and use any information about the Client;

- (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or
  - (ii) for the purpose of marketing products and services to the Client.
  - (b) disclose information about the Client, whether collected by H2OFF from the Client directly or obtained by H2OFF from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
- 21.2 Where the Client is an individual the authorities under clause 21.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 21.3 The Client shall have the right to request H2OFF for a copy of the information about the Client retained by H2OFF and the right to request H2OFF to correct any incorrect information about the Client held by H2OFF.

## **22. Construction Contracts Act 2002**

- 22.1 The Client hereby expressly acknowledges that:
- (a) H2OFF has the right to suspend the Works within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client, and:
    - (i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Client; or
    - (ii) a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment; or
    - (iii) the Client has not complied with an adjudicator's notice that the Client must pay an amount to H2OFF by a particular date; and
    - (iv) H2OFF has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract.
  - (b) if H2OFF suspends the Works, it:
    - (i) is not in breach of contract; and
    - (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client; and
    - (iii) is entitled to an extension of time to complete the contract; and
    - (iv) keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.
  - (c) if H2OFF exercises the right to suspend work, the exercise of that right does not:
    - (i) affect any rights that would otherwise have been available to H2OFF under the Contractual Remedies Act 1979; or
    - (ii) enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of H2OFF suspending the Works under this provision.

## **23. Dispute Resolution**

- 23.1 If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. The arbitration should be under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.

## **24. General**

- 24.1 The failure by H2OFF to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect H2OFF's right to subsequently enforce that provision. 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.
- 24.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 24.3 H2OFF 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 H2OFF of these terms and conditions (alternatively H2OFF's liability shall be limited to damages which under no circumstances shall exceed the Price).
- 24.4 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 H2OFF nor to withhold payment of any invoice because part of that invoice is in dispute.
- 24.5 H2OFF may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 24.6 The Client agrees that H2OFF may amend these terms and conditions at any time. If H2OFF makes a change to these terms and conditions, then that change will take effect from the date on which H2OFF notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for H2OFF to provide any Works to the Client.
- 24.7 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.
- 24.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.