

Information Bulletin

Terms and Conditions of Purchase

18th November 2011

1 DEFINITIONS AND INTERPRETATION

In these Conditions:

- “Conditions”** means these terms and conditions of purchase,
- “Goods”** means any goods requested by the Purchaser in the Order .
- “Order”** means the order placed by the Purchaser with the Supplier for the supply of Goods and/or Services, and includes any delivery schedule(s) attached thereto.
- “Party”** means either the Purchaser or the Supplier.
- “Parties”** means the Purchaser and the Supplier collectively.
- “Person”** includes any joint venture, partnership or corporation.
- “Purchaser”** means Invensys Rail Pty Ltd [ABN 78 000 102 483]
- “Purchaser’s Goods”** means any goods of the Purchaser delivered to the Supplier by the Purchaser for repair or any other service to be provided by the Supplier.
- “Related Body Corporate”** bears the meaning ascribed thereto by the Corporations Act.
- “Services”** means any services requested by the Purchaser in the Order.

“Special Conditions” means any terms or conditions described as such in the Order.

“Supplier” means the person to whom the Order is given and named as such in the Order.

“Working Day” means, in relation to an Order, a usual working day for the Purchaser’s plant that placed that Order.

2 CONDITIONS TO PREVAIL

2.1 These Conditions

These Conditions constitute the terms and conditions upon which the Purchaser will acquire Goods or Services from the Supplier in the event of acceptance of the Order by the Supplier. Any terms and conditions that may be contained in the Supplier’s invoice or acceptance of Order or in any other document or elsewhere (other than as provided herein) shall be excluded and shall not form part of the contract between the Purchaser and Supplier for the supply of the Goods or Services. The Purchaser is not obliged to accept or pay for any Goods or Services supplied by the Supplier unless those Goods or Services are supplied pursuant to an Order subject to these Conditions and any Special Conditions.

2.2 Special Conditions

Where an Order contains Special Conditions the Special Conditions shall supplement and (in the event of conflict) take precedence over these Conditions and should the Order specify that the Goods and/or Services shall be compliant with

any specifications the Supplier shall ensure that the said specifications referred to in the Order are complied with together with all applicable laws or regulations at the time of delivery to the Purchaser of the Goods and/or Services.

3 ORDERS

- 3.1 The Order shall become binding once the Supplier has confirmed his acceptance thereof or demonstrates his acceptance by commencing the supply of the Goods and/or Services referred to in the Order, whichever shall first occur. The Purchaser may withdraw the Order at any time prior to its acceptance by the Supplier
- 3.2 The Supplier may cancel, modify, alter, vary or amend an Order only with the prior written consent of the Purchaser.
- 3.3 The Purchaser may, by written notice to the Supplier at any time within a reasonable period of the Supplier's written acceptance of an Order, modify, alter, vary, amend or cancel the Order or any part of the Order. Where an Order or part of an Order is so modified, altered, varied, amended or cancelled:
- a) the time for delivery of any Goods or completion of any Services, that are required by the Purchaser following such notice, shall, if necessary, be extended for a reasonable time to be agreed by the Parties; and
 - b) the Supplier's claim in respect of any costs incurred by it as a result of the Purchaser's instructions to modify, alter, vary or amend the Order or part of the Order will be limited to reimbursement of actual costs (excluding indirect costs and loss of profits) incurred by the Supplier in observing such modification, alteration, variation or amendment, and the Supplier will do everything possible to mitigate such costs; and
 - c) the Supplier's claim in respect of any costs incurred or committed by it as a result of the Purchaser's instructions to cancel the Order or part of the Order shall be limited

to the costs reasonably incurred or committed by it prior to the date of notification of such cancellation.

- 3.4 The Supplier must ensure that the Order number is clearly marked on all delivery dockets, bills of lading, packages, invoices and other correspondence relating to the Order.

4 DELIVERY

- 4.1
- a) Unless otherwise directed by the Purchaser in writing, all Goods or Purchaser's Goods (upon completion of Services) must be delivered by the Supplier to the Purchaser at the place of delivery specified in the Order between 7.30am and 4.00pm on a Working Day on or before the date for delivery specified in the Order. Delivery of Goods or completion of Services will not be deemed to have been effected until the receipt of the Goods or Purchaser's Goods, as the case requires, has been acknowledged by the signature of a responsible officer of the Purchaser at the place for delivery specified in the Order.
 - b) Any time or date of delivery or performance stated on the relevant Order shall be of the essence of the contract, and if the Supplier fails to deliver or perform the Goods or Services within the specified time or by the specified date the Purchaser shall have the right to terminate the Order and obtain similar Goods or Services from elsewhere. The Supplier shall indemnify the Purchaser against the extra cost incurred by the Purchaser in obtaining similar Goods or Services from elsewhere.
 - c) Where a rate of liquidated damages is stated in the Order for delay in delivery, the right to the liquidated damages shall be without prejudice to the Purchaser's other rights or remedies arising out of any delay in or failure of delivery.
 - d) Early deliveries may be returned to the Supplier by the Purchaser at the Supplier's expense.

- e) Where an Order is for scheduled deliveries over a specific period, the Purchaser reserves the right to amend the design or specification of the items ordered for any remaining deliveries, with due regard to sufficient notice being given to the Supplier.
- 4.2 Should despatch of Goods or completion of Services be hindered or delayed by any event beyond the Supplier's reasonable control (including strikes (but not strikes affecting the Supplier only), lock-outs, war, fire, accidents or defective materials), the time for delivery of the Goods or completion of the Services, as the case requires, shall be extended by a reasonable time. The Purchaser shall not be liable for any expenses or loss whatsoever incurred by the Supplier in respect of such hindrance or delay.
- 4.3
- a) Subject to sub-clauses 8.3 and 8.4, title in Goods supplied by the Supplier to the Purchaser will pass to the Purchaser on the earlier of the date of payment for such Goods or the date when the Goods are delivered in accordance with sub-clause 4.1 and risk in the Goods will pass from the Supplier to the Purchaser on delivery to the Purchaser. Title to Purchaser's Goods will not pass to the Supplier at any time, however risk in Purchaser's Goods will pass to the Supplier until such time as the Purchaser's Goods have been delivered to and accepted by the Purchaser pursuant to sub-clause 4.1.
- b) Notwithstanding paragraph 4.3a), where an Order specifies the loading, unloading or handling of Goods by the Supplier in a particular manner, risk in the Goods will not pass to the Purchaser until the Goods have been loaded, unloaded or handled by the Supplier in accordance with the Order, such to be acknowledged by the signature of a responsible officer of the Purchaser at the place for delivery specified in the Order.
- 4.4 Where the place for delivery stated in an Order is the Purchaser's premises, the Supplier shall not bring any hazardous substance on to the Purchaser's premises unless the prior written approval of the Purchaser has been obtained.
- 4.5 All employees and agents of the Supplier shall, at all times when present at the Purchaser's premises, comply with:
- a) all applicable legislation, regulations and codes (including legislation, regulations and codes relating to personnel and industrial relations, occupational health and safety, and environmental protection); and
- b) all site safety procedures and standards of the Purchaser in force as at such times (including procedures and standards relating to personnel and industrial relations, occupational health and safety, and environmental protection).
- 4.6 The Supplier indemnifies the Purchaser from and against any damage, injury or liability of whatever nature to:
- a) the Purchaser's premises; or
- b) any employee or agent of the Purchaser or Supplier; or
- c) any other property or persons,
- caused by or on behalf of the Supplier (including, without limitation, by any employee or agent of the Supplier), which occurs during the delivery or unloading of any Goods or Purchaser's Goods, or otherwise results from any act or omission by or on behalf of the Supplier (including, without limitation, by any employee or agent of the Supplier).
- 4.7 Unless the prior written approval of the Purchaser is obtained, any quantity of Goods supplied in excess of that specified in the relevant Order may, in the absolute discretion of the Purchaser, be returned to the Supplier at the Supplier's risk and any expense incurred by the Purchaser in connection with such over-supply shall be reimbursed to the Purchaser by the Supplier.

5 PACKAGING

- 5.1 The Supplier will pack, mark and otherwise prepare all Goods and Purchaser's Goods for delivery in accordance with industry standards and otherwise in accordance with the requirements of the Purchaser and the relevant carrier.
- 5.2 There will be no charge to the Purchaser for wrapping, packing or any form of containers (which expression shall include, but shall not be limited to, stillages, formers and pallets) or transport of Goods or Purchaser's Goods unless otherwise agreed in writing by the Purchaser in respect of the Order.
- 5.3 The Supplier will ensure that each delivery of Goods or Purchaser's Goods to the Purchaser is accompanied by an original delivery docket, showing Order numbers, part numbers, drawing numbers (where applicable), part names and quantities of Goods or Purchaser's Goods delivered.

6 PRICES AND BILLING

- 6.1 Unless otherwise agreed in writing by the Parties, the prices payable by the Purchaser for Goods or Services includes delivery of the relevant Goods or Purchaser's Goods by the Supplier to the Purchaser's premises.
- 6.2
- a) The prices payable by the Purchaser for Goods or Services supplied by the Supplier shall, subject to sub-clause 6.3, be the prices specified in the Order. Price increases after the date of the Order will not bind the Purchaser unless the Purchaser agrees in writing to the relevant increase.
- b) Prices specified for the supply of the Goods and/or Services are inclusive of all taxes and duties but exclusive of the Goods and Services Tax ("GST") payable under the A New Tax System (Goods and Services) Act 1999 and other related Acts.
- 6.3 In the event of any reduction in customs duties or tax relating to Goods or Services

following the date on which an Order for those Goods or Services is placed by the Purchaser, there shall be a corresponding reduction in the price of the Goods or Services that are the subject of the Order.

- 6.4 A tax invoice compliant with the new GST system shall be provided for payment. The GST component shall be shown as a separate amount to the Goods or Services being claimed.
- 6.5 Pursuant to the Pay As You Go ("PAYG") legislation, if an Australian Business Number ("ABN") is not provided by the Supplier at the time of payment by the Purchaser, the Purchaser will withhold 48.5 percent of the payment involved and remit it to the Australian Tax Office, as required by the legislation.
- 6.6 A detailed tax invoice must be sent to the Purchaser in respect of each individual Order and delivery no later than the day following dispatch of the Goods or completion of the Services, as the case requires, by the Supplier. Suppliers located outside Australia must, for Australian customs purposes, send the Purchaser an additional certified invoice in respect of each individual Order and delivery. Tax invoices relating to delivery of Goods or Purchaser's Goods by the Supplier must clearly state the relevant Order number, ABN, the Supplier's delivery docket number and the contents of each case of Goods or Purchaser's Goods against individual case] numbers. Where applicable, negotiable bills of lading or consignment notes properly signed by the relevant carrier, as appropriate, must be attached to the Supplier's tax invoices.

7 PAYMENT

- 7.1 Unless otherwise agreed between the Purchaser and the Supplier prior to the Supplier's written acceptance of the Order, the Purchaser will pay for Goods or Services supplied by the Supplier within 30 days of the end of the month in which the later occurs of:

- a) the date of receipt by the Purchaser of the tax invoice relating to those Goods or Services; and
 - b) the date of receipt and acceptance by the Purchaser of those Goods or Services.
- 7.2 Payment by the Purchaser shall not remove or limit in any way the Supplier's obligations or liabilities and the Purchaser's rights.

8 QUALITY

8.1 The Supplier warrants to the Purchaser as follows:

- a) All Goods or Services supplied by the Supplier to the Purchaser will comply with the Order relating to those Goods or Services and, in particular, will comply with any description, specification, quality or standard specified in that Order and will pass any test or tests referred to in that Order.
- b) All Goods or Services supplied by the Supplier to the Purchaser will comply and the Supplier will maintain record of the compliance with the requirements of any applicable legislation, regulations and standards (including, without limitation, EMC compliance requirements of AS/NZS 3548 to the extent applicable) imposed by any authority or government (domestic or, as applicable, foreign) in relation to such Goods or Services from time to time. The Supplier will, at the time of delivery of such Goods or any relevant Purchaser's Goods, provide the Purchaser with information as to the requirements of such applicable legislation, regulations or standards.
- c) All Goods, Services and/or Purchaser's Goods supplied by the Supplier to the Purchaser will be reasonably fit for any purpose for which the Goods, Services and/or Purchaser's Goods are required by the Purchaser, where such purpose has been expressly or impliedly made known to the Supplier by the Purchaser.

- d) All Goods supplied by the Supplier to the Purchaser will be of merchantable quality and condition.
- e) All Goods and Services will be free from defects in materials and workmanship.
- f) If a sample of Goods has been made available to the Purchaser by or on behalf of the Supplier, then Goods supplied to the Purchaser will correspond to that sample.
- g) All Services supplied by the Supplier to the Purchaser will be rendered by the Supplier with due care and skill.
- h) The sale, supply and/or use by any person of Goods supplied by the Supplier to the Purchaser will not infringe any industrial or intellectual property rights of any third parties.

8.2 All Goods and Purchaser's Goods delivered by the Purchaser to the Supplier are subject to inspection by the Purchaser or its nominees at any stage of engineering, manufacture or installation or at the time of delivery. Notwithstanding any inspection of Goods or Purchaser's Goods or review and approval of drawings or data by or on behalf of the Purchaser, full compliance with design criteria and other Order requirements regarding drawings and data remains the responsibility of the Supplier.

8.3 If any Goods or Services supplied by the Supplier to the Purchaser pursuant to the Order do not conform to the requirements set out in sub-clause 8.1 ("Non-Complying Goods or Services"), sub-clause 12.1 will apply in respect of the Non-Complying Goods or Services and, without limitation to the other rights of the Purchaser in respect of the Non-Complying Goods or Services:

- a) the Purchaser may, within 12 months of whichever is the later of:
 - i) delivery of the Goods or completion of the Services; or
 - ii) any sale of the Goods by the Purchaser or incorporation of the Goods by the Purchaser into any other products,

notify the Supplier of the Non-Complying Goods or Services (following which, any such Non-Complying Goods will be held at the risk of the Supplier); and

- b) at the option of the Purchaser:
- i) the Supplier shall rectify or replace those Non-Complying Goods or Services, at its cost and risk, within a reasonable time having regard to the purpose for which the Goods or Services are required by the Purchaser;
 - ii) the Purchaser may cancel the Order relating to those Non-Complying Goods or Services and acquire equivalent goods or services from another Party, in which case the Purchaser will not be required to pay for the Non-Complying Goods or Services and shall be entitled to a full refund of any amounts paid to the Supplier in respect of such Non-Complying Goods or Services; or
 - iii) the Purchaser may rectify or replace those Non-Complying Goods or Services at the cost and risk of the Supplier.

8.4 Any Goods or Services that require more than two trials to meet any specification, drawing, sample, description, quality, standard or design criteria specified in the Order relating to those Goods or Services will be deemed to be Non-Complying Goods or Services and paragraph 8.3(b) will apply in respect of those Goods or Services.

8.5

- a) Any Goods or Services supplied by the Supplier to the Purchaser, and the packaging and delivery of any Goods or Purchaser's Goods supplied by the Supplier to the Purchaser will comply with all applicable regulations in force at the time of such supply regarding occupational health and safety requirements and regarding the control of the environmental effects of such Goods or Services or packaging and/or delivery.

- b) All equipment, materials and substances used by or on behalf of the Supplier in the supply of Goods or Services to the Purchaser will be used in compliance with all applicable regulations in force at the time of such supply regarding the control of the environmental effects of such equipment, materials and substances.
- c) The Supplier hereby indemnifies the Purchaser from and against any and all actions, suits, claims, proceedings, accounts, demands, judgments, losses, costs, damages and expenses (including legal costs and expenses) and any liability of whatever nature, whether suffered or incurred directly or indirectly by the Purchaser in relation to or in connection with any breach by the Supplier or any person acting on behalf of the Supplier of paragraphs 8.5 a) or b)

9 CANCELLATION OF ORDERS

9.1 The Purchaser may immediately cancel an Order in writing without incurring liability to the Supplier in the event of the happening of any of the following (or any other comparable event):

- a) the Supplier becomes an externally administered body corporate (within the meaning of the Corporations Act) or a Controller (within the meaning of the Corporations Act) is in possession or has control of any property of the Supplier; or
- b) the Supplier threatens to cease to carry on its business or becomes insolvent (within the meaning of the Corporations Act); or
- c) effective control, by any means, of the Supplier is transferred to a person or corporation who does not have that control at the date the Order is issued; or
- d) the Supplier attempts to assign any or all of its rights or obligations under an Order or these Conditions other than in accordance with clause 15.

Such cancellation shall be without prejudice to any action or remedy which

may have accrued or may accrue thereafter to the Purchaser.

9.2 The Purchaser may cancel all or any part of an Order in writing without incurring liability to the Supplier if:

a) the Supplier:

repudiates or breaches any of the terms of the Order or these Conditions; or

without limiting paragraph 0

- fails to perform Services or deliver Goods as specified by the Purchaser; or
- fails, in the reasonable opinion of the Purchaser, to make progress, so as to endanger the timely and proper completion of Services or delivery of Goods,

and does not correct such failure or breach within ten days (or such shorter period of time as may be commercially reasonable under the circumstances) after receipt of written notice from the Purchaser specifying such failure or breach (or such shorter period, if any); or

b) the Purchaser is unable to accept the delivery of Goods or performance of Services the subject of the Order for any reason beyond its reasonable control.

9.3 In the event of cancellation of an Order pursuant to sub-clauses 9.1 or 9.2, the Purchaser will have a right of access to the Supplier's property for the purposes of recovering any Purchaser's Goods or Goods that are the property of the Purchaser.

10 PACKING CASES

Where packing cases used to deliver Goods or Purchaser's Goods are returnable to the Supplier, this must be clearly stated on both the delivery docket and the invoice relating to those Goods or Purchaser's Goods. Where the Purchaser returns packing cases to the Supplier and so notifies the Supplier, the Supplier must notify the Purchaser in writing if the Supplier does not receive such packing cases within 10

days of the date of despatch from the Purchaser's premises. If the Supplier does not so notify the Purchaser, the Supplier will be deemed to have received the packing cases the subject of the Purchaser's notification and the Purchaser will not be liable in relation to any such packing cases which are not received by the Supplier.

11 INSURANCE

11.1 The Supplier shall effect and maintain, at its cost, policies of insurance of the type generally effected by suppliers in the Supplier's industry, to a level considered adequate by the Purchaser in its reasonable discretion:

- a) in respect of Goods, until risk in such Goods has passed to the Purchaser pursuant to sub-clause 4.3;
- b) in respect of Purchaser's Goods, until such Purchaser's Goods have been delivered to and accepted by the Purchaser pursuant to sub-clause 4.1; and
- c) in respect of any raw materials for processing and any tools, dies, jigs, equipment, patterns, drawings, blueprints, photographs, samples and other such items as are supplied by the Purchaser to the Supplier in connection with any Order.

11.2 The Purchaser may effect and maintain Contractors' All Risk Insurance in respect of Services to be performed at the Purchaser's premises by or on behalf of the Supplier (including any installation of Goods or Purchaser's Goods). The Supplier will:

- a) be liable for the first \$100,000 of each claim made under any such Contractors' All Risk Insurance policy maintained by the Purchaser; and
- b) comply with and will ensure that its contractors comply with all the Purchaser's requirements for insurance, a copy of which the Supplier acknowledges having received.

12 LIABILITY & INDEMNITY

12.1 The Supplier is liable and hereby indemnifies the Purchaser from and against any and all actions, suits, claims, proceedings, accounts, demands, judgments, losses, costs, damages and expenses (including legal costs and expenses, on a solicitor and own client basis) and any liability of whatsoever nature, whether suffered or incurred directly or indirectly by the Purchaser, in relation to, in connection with or as a consequence of:

- a) any claim (whether or not successful and whether or not by way of legal proceedings) of infringement of any industrial or intellectual property rights of any third party through the supply of Goods or Services by the Supplier or use by any person including the Purchaser of Goods supplied by the Supplier to the Purchaser;
- b) any defect in or unsuitability of Goods or Services supplied by the Supplier;
- c) the failure of any Goods or Services supplied by the Supplier to conform to any of the requirements set out in sub-clause 8.1;
- d) any failure by the Supplier for any reason to deliver Goods or perform Services on or before the date for delivery specified in the Order for such Goods or Services.
- e) any injury loss or damage to persons or property caused by act, default or negligence of the Supplier, sub-contractors or agents or by faulty design, workmanship or materials unless the injury, loss or damages is caused by negligence of the Purchaser;
- f) All claims which at any time be made upon the Purchaser and which arise out of accidents to the Supplier's employees or the employees of the Supplier's sub-contractors;
- g) All liabilities of whatever nature which may at any time result from the wrongful acts or omissions of the Supplier's employers or

the employees of the Supplier's sub-contractors.

12.2 The Supplier will, at its expense, upon the request and at the direction of the Purchaser investigate and defend or resolve any claim of infringement of any industrial or intellectual property rights of any third party which may be brought against the Purchaser or any of its customers by reason of the sale, supply or use by any person of any Goods supplied by the Supplier to the Purchaser.

13 PURCHASER'S PROPERTY

13.1 Any tools, dies, jigs, fixtures, gauges, equipment, patterns, drawings, photographs, blueprints, designs, specifications, samples technical data and information supplied by the Purchaser to the Supplier or manufactured or acquired by the Supplier in connection with any Order placed by the Purchaser are confidential to the Purchaser and shall:

- a) remain the property of the Purchaser;
- b) be maintained and kept in good order and serviceable condition by the Supplier at the Supplier's cost and risk to the satisfaction of, and for the period required by, the Purchaser;
- c) be used by the Supplier solely for the purpose of supplying Goods or Services to the Purchaser in accordance with such Order or Orders;
- d) be replaced by the Supplier at its cost if lost or partly or completely damaged while in the possession of the Supplier or any contractor of the Supplier;
- e) be kept available for inspection by or on behalf of the Purchaser at all times;
- f) not be used, sold, reproduced, copied, destroyed, modified, disclosed or disposed of without the Purchaser's prior written consent; and
- g) be returned to the Purchaser on demand.

13.2 Where any raw materials are supplied by the Purchaser to the Supplier in connection with an Order, all surplus or scrap is to remain the property of the Purchaser and is to be returned to the Purchaser by the Supplier as soon as the relevant Order has been fulfilled.

13.3 Where the Purchaser provides the Supplier with any drawings, blueprints, photographs, tools, gauges, jigs, patterns specifications or samples ("Material") in relation to an Order, the Supplier will not, without the prior written approval of the Purchaser, supply to any third party any goods manufactured or services performed on the basis of such Material, notwithstanding that the Supplier may have ceased to manufacture goods or perform services for the Purchaser on the basis of such Material.

All intellectual property rights in any form arising out of or created during the performance of the Order shall be the property of the Purchaser. The Supplier shall execute such documents as are required to give effect hereto and shall assist in the defence of any proceedings against the Purchaser claiming infringement of any third party intellectual property rights.

14 CONFIDENTIALITY

14.1 The Supplier will not, without the prior written consent of the Purchaser, in any manner advertise or publish the fact that the Supplier has contracted with the Purchaser for the supply of goods or services.

14.2 Subject to sub-clause 14.3, the Supplier will not, without the prior written consent of the Purchaser, disclose or make available to any third parties any information supplied by the Purchaser to the Supplier in connection with these Conditions or any Order.

14.3 The Supplier may disclose information supplied by the Purchaser in connection

with an Order to the Supplier's suppliers or sub-contractors to the extent that such disclosure is necessary for the fulfilment of the Order, provided that each such supplier or sub-contractor has first entered into an appropriate confidentiality agreement with the Supplier.

15 ASSIGNMENT

The Supplier may not sub-contract, assign or transfer its rights and obligations under these Conditions in whole or in part without the prior written consent of the Purchaser.

16 VARIATION

Any variation of these Conditions (including any addition or deletion of a term or condition) must be in writing signed by the Purchaser's authorised representative.

17 SEVERANCE

If it is held by a court of competent jurisdiction that:

- a) any part of these Conditions is void, voidable, illegal or unenforceable; or
- b) these Conditions would be void, voidable, illegal or unenforceable unless any part of these Conditions was severed from these Conditions,

that part will be severed from and will not affect the continued operation of the remainder of these Conditions.

18 WAIVER

No waiver by either Party of any breach of any of the terms and conditions contained in these Conditions shall be effective unless given in writing and no waiver shall be construed as a waiver of any subsequent breach of the same or any other terms or conditions of these Conditions.

19 NOTICES

All notices, requests, consents and other documents ("Notices") authorised or required to be given by or pursuant to these Conditions must be given in writing and sent by facsimile transmission ("fax") to such facsimile number as is provided by each Party for that purpose from time to time and shall, unless the contrary be proved, be deemed served or given if successfully transmitted by fax, upon the completion of successful transmission or, if successfully transmitted outside business hours, when business hours next commence after successful transmission.

20 CHOICE OF LAW

These Conditions shall be construed in accordance with and governed by the laws in force in the State of Victoria.

21 LEGISLATION

References in these Conditions to any legislation includes any relevant legislation which amends, re-enacts or replaces such legislation.