

JEDA LOGISTICS - TERMS AND CONDITIONS (TRANSPORT, WAREHOUSING, AND RELATED SERVICES)

JEDA LOGISTICS is a logistics company specialising in the transportation of new and used furniture. These are the entire Terms and Conditions of Carriage ("TERMS") governing the supply of Services being the whole of the operations undertaken by the Carrier in relation to the goods, including the carriage, storage, loading, unloading, packing, unpacking, freight forwarding, customs clearance, consolidation and deconsolidation ("SERVICES") by JEDA LOGISTICS its successors and assigns, its servants, officers, agents and subcontractors and any subcontractors of subcontractors (collectively the "CARRIER") to its Customers, whether a person or an entity or being either the shipper, consignor, the owner of the goods, consignee, receiver or their respective authorised agent ("CLIENT"). Except as agreed in writing by a duly authorised officer of the CARRIER, no other terms (including terms and conditions that may appear on a purchase order form, service level agreement or other document issued by a CLIENT) will be binding on the CARRIER. The CLIENT acknowledges that notification includes publication by the CARRIER of the TERMS on its website <https://www.jedalogsitics.au/> ("WEBSITE") and undertakes to regularly inspect the TERMS on the Website for amendments from time to time.

1 Interpretation

In these TERMS:

- 1.1 "AUSTRALIAN CONSUMER LAW" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
"CHARGES" or "CHARGE" means the amounts payable for Services as calculated under JEDA LOGISTICS's quote schedules or other agreed rates, and any tax including any GST levied directly on a transaction or supply. All prices are quoted exclusive of GST, which must be added to quoted rates by the client in consideration of exact cash costs of a quoted price.
"CLIENT" means the client or "CONSIGNOR" or "CONSIGNEE" and means any person, organisation, company, government or statutory body or authority, or any group or combination of these individuals or entities with whom this contract is made or on whose behalf this contract is entered into or whom JEDA LOGISTICS contracts to provide services.
"CONSIGNMENT NOTE" means is the contract document, the issuance of which to the Customer in person or in writing, or by email, or by automatic generation from the KJEDA LOGISTICS web site, activates and ratifies the contract of service under these TERMS.
"CONTRACT" means these Terms, JEDA LOGISTICS's Written quotation and/or the CLIENT's Written order (if any) for the sale and purchase of the Goods or for their repair.
"JEDA LOGISTICS" means JEDA LOGISTICS PTY. LTD. (ACN 661 037 618), which is the "CARRIER" and which conducts the "Warehouse" business and provides the SERVICES.
"GOODS" means the "goods" or "Cargo" or "Consignment" or "inventory" which is requested to be transported or stored (warehoused) by the CLIENT or by its subcontractors for the purpose of carriage to the place or destination of delivery, such place or destination to be as instructed by the Customer to JEDA LOGISTICS. It also means the goods accepted from the Consignor with any container, packaging or pallets supplied by or for the Consignor.
"GST" has the meaning given in the GST Law,
"GST LAW" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and associated regulations.
"SECURITY INTEREST" has the same meaning as in the PPSA in relation to any personal property (as defined in the PPSA and to which the PPSA applies).
"SERVICES" means for services in transport, surcharges, consultation, or other supply chain services in logistics, including for the transport of the GOODS,
"STORAGE" means the whole of the storage operations and services undertaken by KIWI-XPRESS in relations to the Goods.
"TERMS" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the CLIENT and JEDA LOGISTICS; and
"WRITTEN" and "WRITING", and any similar expression on these Terms, includes electronic mail and comparable means of communication and/or any other order processing mechanism accepted by JEDA LOGISTICS.
- 1.2 A reference in these TERMS to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these TERMS are for convenience only and shall not affect their interpretation.
- ### 2 Exclusions and limitations of JEDA LOGISTICS' liability
- 2.1 JEDA LOGISTICS is not a common carrier and accepts no liability as such. JEDA LOGISTICS may refuse the carriage or transport of goods for any person or corporation and the carriage or transport of any class of goods is at JEDA LOGISTICS' absolute discretion.
- 2.2 Subject to clause 2.9, JEDA LOGISTICS excludes from these terms and conditions all conditions, warranties and terms implied by statute and general law.
- 2.3 Subject to clause 2.9, JEDA LOGISTICS accepts no liability to the CLIENT for acts or omissions of JEDA LOGISTICS or of any Carrier for loss of, damage to or deterioration or contamination of the Goods, or any delay, non-delivery, misdirection of Goods, or other failure to supply the Goods, or supply the Goods in time, or arising out of the Goods, or these TERMS.
- 2.4 Subject to clause 2.9, JEDA LOGISTICS accepts no liability for, and the CLIENT releases and indemnifies JEDA LOGISTICS against all loss, damage, costs and expense from any claim by the CLIENT in tort (including negligence), contract, bailment or otherwise for loss or damage to any property, injury to, or death of any person arising out of the acts or omissions of JEDA LOGISTICS, or any or all of the Goods, any delay, non-delivery or other failure to supply the Goods, deterioration, damage, contamination or loss of Goods or any failure arising or delay out of the storage of the Goods.
- 2.5 The exclusions, releases and indemnities in clauses 2.2, 2.3 and 2.4 extend to loss of profits, loss of sales, interest, business, trade, brand value, or anticipated savings or any other indirect or consequential damage, and to economic loss, even if JEDA LOGISTICS knows they are possible or otherwise foreseeable.
- 2.6 JEDA LOGISTICS in addition to acting for itself, also acts for each of its servants, agents, and Sub-Contractors so these conditions,

including any exclusions or limitations of liability herein apply and extend wholly to JEDA LOGISTICS Sub-Contractors, and those TERMS of the Sub-Contractors shall form a part of, and apply in full force under these terms and conditions also, and all the rights, immunities and limitations of liability in these terms and conditions continue to have their full force and effect in all circumstances.

- 2.7 JEDA LOGISTICS is not liable for, nor bound by, any instructions to collect cash on delivery or any other payments for the CLIENT, nor any cost for failure to act on an instruction.
- 2.8 The provisions governing all arrangements and agreements between the parties are subject to Force Majeure. Force Majeure shall include but not be limited to an act of God, strike, lockout, act of public enemy, war, blockade, act of terrorism, revolution, riot, insurrection, civil commotion, lightning, fire, storms, flood, explosion, act of State, government restraints and restrictions, embargoes, availability or equipment, plant, goods and the like, or any other cause, all such events not being reasonably within the control of the party claiming benefit of the same.
- 2.9 No variation to these Terms shall be binding unless agreed in WRITING between the authorised representatives of JEDA LOGISTICS and the CLIENT.
- 2.10 This clause 2:
(a) applies in all circumstances arising from a fundamental breach of contract or breach of a fundamental term; and
(b) survives termination of the TERMS for any reason.

3 Client warranties and indemnities

- 3.1 The CLIENT warrants that:
(a) it has complied with all applicable laws and regulations relating to the nature, condition, packaging or carriage of the goods (including the Australian Code for the Transport of Dangerous Goods by Road and Rail, Civil Aviation Regulations and the International Maritime Dangerous Goods Code) about the notification, classification, description, labelling, transport and packaging of the goods and that, given their nature, the goods are packaged in a manner, having regard to their nature, adequate to withstand the ordinary risks of carriage;
(b) the goods are accurately described on the consignment note or in the JEDA LOGISTICS's electronic gateway;
(c) it is either the owner of the goods and/or the authorised agent of the person(s) owning or having any interest in the goods and it enters into this contract on its own behalf and/or as authorised agent of that person or persons;
(d) it is authorised by the person(s) owning or having any interest in the goods that those goods will be handled on an "authority to leave" basis, unless otherwise agreed by the JEDA LOGISTICS; and
(e) it shall inform to the JEDA LOGISTICS of any shipment with a value exceeding one hundred thousand Australian dollars (AUD \$100,000.00) prior to dispatch.
- 3.2 The CLIENT indemnifies the JEDA LOGISTICS against any expenses, charges or losses sustained by the JEDA LOGISTICS in complying with the requirements of any law or otherwise incurred as a result of a breach of the warranties in clause 3.1 including but not limited to any claims by any third party. The JEDA LOGISTICS shall comply with all statutory obligations that apply to the provision of the Services including but not limited to occupational health and safety laws, public health orders and any applicable road transport laws.
- 3.3 The CLIENT acknowledges that in the event of non-compliance with clause 3.1 that an additional fee will apply in respect of dangerous goods, and that JEDA LOGISTICS reserves the right not to carry any non-complying goods.
- 3.4 For international carriages, the CLIENT shall complete the customs declaration fully, accurately and legibly and is responsible for ensuring compliance with the import regulations of the country of destination, including attaching all documents required for importation of the goods, including the certificate of origin, health certificate, commercial invoice, packing list, import licence and any exemption certificate, to the consignment note.
- 3.5 Any customs penalties, storage charges or other expenses, including but not limited to duties and taxes incurred as a result of the actions of customs or governmental authorities or the CLIENT or the addressee, or as a result of the addressee's failure to provide proper documentation and/or to obtain the required licence or permit, will be charged to the addressee of the shipment. In the event that the addressee refuses to pay, the CLIENT shall be liable for these charges.

4 Claims and Insurance

- 4.1 Subject to clause 4.2, the parties agree that JEDA LOGISTICS is not liable for damages or loss of the Goods or any part of the Goods, or for trade losses arising from consulting services, recommendations, direct acts of commercial intervention, or instructions relied upon.
- 4.2 Any claim for loss or damage to the goods or relating to the provision of the SERVICES under this contract must be notified in writing to JEDA LOGISTICS within forty-eight (48) hours of delivery of the goods or the date by which the goods should have been delivered, whichever is the earlier. Should JEDA LOGISTICS not receive any such notice in writing JEDA LOGISTICS shall be forever discharged from any and all liability to any person (including the CLIENT) in respect of the goods and or the SERVICES. In any event, JEDA LOGISTICS shall be discharged from any and all liability whatsoever unless suit is brought within six (6) months of the provision of the SERVICES, delivery of the goods or when the SERVICES should have been provided or when the goods should have been delivered, whichever is the earlier.

- 4.3 The failure by the CLIENT to notify a claim within the time limit under clause 4.2 is evidence of satisfactory performance by JEDA LOGISTICS of its obligations.
- 4.4 JEDA LOGISTICS will acknowledge and accept liability for import container detention where it deems itself to be at fault up to a limit of \$800.00 only, and the CLIENT agrees to make no claim beyond this limit for such costs arising from late wharf collection, including any immediate or future consequential losses whatsoever extending from late container collection, late dehire, loss of profit, loss of custom, action for recovery by another party, or degradation of brand value.
- 4.5 The CLIENT accepts without limitation that:
(a) The GOODS and SERVICES are provided, carried, handled, and stored solely at the CLIENTs risk, and JEDA LOGISTICS is under no obligation to arrange insurance to cover GOODS and SERVICES for the CLIENT against any form of direct or consequential loss arising, nor shall it arrange such insurance of any kind whatsoever, unless effected in writing by special arrangement.
(b) No claim may be made against JEDA LOGISTICS for failure to arrange insurance on behalf of a CLIENT, or for not insuring Goods in transit, handling, and storage, or for outcomes of consulting service advice it provides.
(c) JEDA LOGISTICS is not a common carrier, and strongly urges all CLIENTS to arrange appropriate insurances prior to engaging JEDA LOGISTICS services.
- 5 Quotations and charges**
- 5.1 Any quotation given by JEDA LOGISTICS to the CLIENT is valid for the period of thirty (30) days from the date of the quotation.
- 5.2 Acceptance of a quotation is effective only upon signing and receipt by JEDA LOGISTICS of the signed quotation within the said time period, or upon commencement of trade before or after this date.
- 5.3 Charges will commence on the date the signed quotation is received by JEDA LOGISTICS, or when commercial trade commences.
- 5.4 Quotations and JEDA LOGISTICS's Standard Rate Schedule may vary from time to time, and JEDA LOGISTICS reserves its right to make such variance with written notice to the CLIENT of not less than seven (7) days. The varied rates will apply from the date specified by JEDA LOGISTICS.
- 5.5 Charges are from JEDA LOGISTICS unless otherwise stated. JEDA LOGISTICS' on forwarding Charges (deliveries to and from country areas as determined by JEDA LOGISTICS) apply for all deliveries and pick-ups not within the local area.
- 5.6 Unless otherwise specified in writing by JEDA LOGISTICS, the CLIENT must pay JEDA LOGISTICS the Charges within seven (7) days of the date of the JEDA LOGISTICS tax invoice.
- 5.7 JEDA LOGISTICS may, at its discretion, charge interest on any overdue amount at the maximum commercial overdraft interest rate for amounts not exceeding \$100,000.00 (one hundred thousand dollars) as charged by JEDA LOGISTICS's banking institution or exercise its right to a lien over the CLIENT's Goods.
- 5.8 The JEDA LOGISTICS Quotation forms part of these TERMS, and acceptance of a quotation either in writing, or otherwise enforced through the commencement of trade (with or without the return of a signed quotation), invokes by default these TERMS in their entirety and with immediate effect.
- 5.9 Under no circumstances will JEDA LOGISTICS refund any Charges.
- 5.10 This clause 5 survives termination of the TERMS for any reason.
- 6 Delivery**
- 6.1 JEDA LOGISTICS shall use reasonable endeavours to deliver the goods as specified by the CLIENT. JEDA LOGISTICS shall not be bound to deliver the goods except to the consignee shown on the consignment note or in JEDA LOGISTICS's electronic gateway or to such other person(s) as may be authorised in writing by the CLIENT to receive the goods or to effect delivery in such other manner as specified by the CLIENT including an "authority to leave" ("ATL").
- 6.2 If JEDA LOGISTICS is unable to deliver the goods for any reason (including failure on the part of a receiver to take delivery within a reasonable time) JEDA LOGISTICS shall be entitled to handle and store the goods at the CLIENT's risk and in such manner as it may in its discretion determine and shall be entitled to make a reasonable charge in respect of such handling and/or storage and additional charges for each call until the delivery is accomplished.
- 6.3 All goods are handled on an ATL basis, unless otherwise agreed by JEDA LOGISTICS. If a receiver is at the nominated delivery address to receive the goods, JEDA LOGISTICS will sign the scanner with "SIG" and add the receiver's name to the name field. If a receiver is not available to accept delivery of the goods, then JEDA LOGISTICS is authorised to leave the goods in a safe place or will leave a failed delivery card with details of how to collect or reorganise delivery of the goods.
- 6.4 If a receiver is at the nominated delivery address to receive the goods, JEDA LOGISTICS will obtain their signature via their electronic gateway. If a receiver is not available to accept delivery of the goods, then JEDA LOGISTICS is authorised to leave the goods in a safe place, or JEDA LOGISTICS will fail the delivery in their electronic gateway and the CLIENT will be required to arrange re-delivery at the CLIENT's own cost
- 7 Prices**
- 7.1 The price of the GOODS and SERVICES shall be JEDA LOGISTICS's quoted sales prices (which are attached to these TERMS in the form of Schedule 1) or, where no sale price has been quoted (or a quoted sale price is no longer valid), the sale price listed in JEDA

LOGISTICS's published sale price list (if any) current at the date of acceptance of the order (or where a sale price is no longer valid as set out in clause 4.2, the new sale price communicated to you by JEDA LOGISTICS). All sale prices quoted are valid for 30 days only or until earlier acceptance by the CLIENT, after which time they may be altered by JEDA LOGISTICS without giving notice to the CLIENT.

7.2 JEDA LOGISTICS reserves the right, by giving Written notice to the CLIENT at any time before delivery, to increase the sale price of the GOODS and SERVICES to reflect any increase in the cost to JEDA LOGISTICS which is due to any factor beyond the control of JEDA LOGISTICS (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the CLIENT, or any delay caused by any instructions of the CLIENT or failure of the CLIENT to give JEDA LOGISTICS adequate information or instructions.

7.3 Except as otherwise stated in JEDA LOGISTICS's Written quotation or in any sale price list of JEDA LOGISTICS, and unless otherwise agreed in Writing between the CLIENT and JEDA LOGISTICS, and where JEDA LOGISTICS agrees to deliver the GOODS or provide the SERVICES otherwise than at the location specified in the Written quotation, the CLIENT shall be liable to pay any of JEDA LOGISTICS's additional charges for transport, packaging and insurance.

7.4 Unless stated otherwise the sale price of the GOODS and SERVICES is exclusive of GST which the CLIENT shall be additionally liable to pay to JEDA LOGISTICS.

8 Terms of payment

8.1 Unless prior consent is granted in writing by JEDA LOGISTICS to the CLIENT for an extension of their terms of account, being seven (7) days from date of invoice, then if the CLIENT makes no or partial payment to KIWI-XPRESS on its account, JEDA LOGISTICS may place a stop service on the CLIENT's account. The CLIENT agrees and acknowledges that JEDA LOGISTICS is not liable for any resulting loss or damage caused to the CLIENT and or its Goods as a consequence of the stop service.

8.2 On all accounts overdue to JEDA LOGISTICS, JEDA LOGISTICS shall be entitled to charge interest calculated at 23% per annum calculated daily and capitalised on the last day of each calendar month from the time that any tax invoice is overdue. The CLIENT agrees that it will pay all costs, expenses and charges incurred by KIWI-XPRESS due to any breach of the Conditions and all costs, expenses and charges associated with the recovery of any overdue or other amounts including but not limited to any mercantile agent's costs, legal costs and disbursements on an indemnity basis.

8.3 JEDA LOGISTICS will issue a separate tax invoice in respect of any costs, expenses, and charges including interest for overdue tax invoices.

8.4 This clause 8 survives termination of the TERMS for any reason.

9 Lien

9.1 If, on demand, the CLIENT fails to pay charges due to KIWI-XPRESS in respect of any Services rendered by JEDA LOGISTICS, JEDA LOGISTICS will have a general and a particular lien over the goods and/or any other cargo or items the property of the CLIENT in JEDA LOGISTICS's possession, and without notice to the CLIENT, may sell all or part of the goods and/or any other cargo or items that are the property of the CLIENT which are in JEDA LOGISTICS's possession and out of the moneys arising from the sale retain the charges so payable together with all charges and expenses of the detention and sale, and shall render the surplus, if any, of the moneys arising from the sale and such of the goods as remain unsold to the person entitled thereto.

9.2 This clause 9 survives termination of the TERMS for any reason.

10 Right to refuse carriage or storage of goods

10.1 JEDA LOGISTICS reserves the right to refuse at its discretion the provision of any service it provides for whatever reasonable cause it may deem necessary to do so, and this shall extend to work in progress services where the CLIENT is in arrears of its obligations to pay tax invoices, or concern for safe work practice, or the environment. The CLIENT agrees and acknowledges that JEDA LOGISTICS is not liable for any resulting loss or damage caused to the CLIENT and or its GOODS or Services as a consequence of such refusal of service by JEDA LOGISTICS.

11 Sub-Contractors

11.1 JEDA LOGISTICS is hereby authorised to subcontract the whole or any part of the Services and such authorisation extends to any subcontractor.

11.2 Any clause herein excluding or limiting the liability of KIWI-XPRESS or providing any right or exemption from liability to JEDA LOGISTICS shall also be available and shall extend to protect all subcontractors and every servant or agent of JEDA LOGISTICS and of any subcontractor. JEDA LOGISTICS is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of such persons and each of them and all such persons and each of them shall to this extent be or be deemed to be parties to this contract.

11.3 The CLIENT undertakes that no claim will be made against any servant, subcontractor or agent of JEDA LOGISTICS which imposes or attempts to impose upon any of them any liability whatsoever in connection with the goods or Services under this contract. If any such claim should nevertheless be made, the CLIENT shall indemnify KIWI-XPRESS against the consequences thereof.

Storage

12 JEDA LOGISTICS reserves the right to refuse at its discretion the STORAGE of GOODS.

12.1 GOODS are STORED entirely at the risk of the CLIENT, and JEDA LOGISTICS accepts no liability for the GOODS whatsoever.

12.2 JEDA LOGISTICS relies on the CLIENT to supply details of description, pallet/space, weight, items, quantity, value and measurement and condition of the GOODS as supplied by the CLIENT however JEDA LOGISTICS cannot verify and does not admit their accuracy.

- 12.4 If the CLIENT requests a preferred method of STORAGE, handling or carriage that is not offered by JEDA LOGISTICS within standard practice, JEDA LOGISTICS will make every reasonable attempt to adopt the preferred method, however if it is not achievable JEDA LOGISTICS may use any method of STORAGE, handling or carriage which is practical and safe.
- 13 Dangerous goods and unacceptable GOODS**
- 13.1 The CLIENT or the authorised agent shall not tender for carriage any GOODS that are or may be explosive, flammable or otherwise dangerous or damaging GOODS without presenting a full description of those GOODS and in default of so doing shall be liable for all loss and damage caused thereby.
- 13.2 JEDA LOGISTICS may at any time cause any dangerous GOODS or any GOODS which JEDA LOGISTICS believes are liable or may be liable to become dangerous GOODS to be destroyed, disposed of, abandoned or rendered harmless by JEDA LOGISTICS without compensation to the CLIENT and without prejudicing JEDA LOGISTICS's right to any charges payable by the CLIENT to JEDA LOGISTICS.
- 13.3 JEDA LOGISTICS will not carry arms or ammunition.
- 13.4 Except under special arrangements previously made in writing JEDA LOGISTICS will not accept any high value GOODS such as processed tobacco or tobacco products, bottled spirits, bullion, coins, precious stones, precious metals, jewellery, valuables, cash, antiques, mirrors and artwork, personal effects such as clothing, toiletries or electronic devices, vital documents such as tenders, birth certificates or travel papers, livestock or plants and JEDA LOGISTICS will not accept any liability whatever for any such GOODS except under special arrangements previously made in writing.
- 14 CLIENT obligations**
- 14.1 The CLIENT is to provide truck parking for pre-loaded and responsible for the security of the truck parking site.
- 14.2 The CLIENT must not tender for JEDA LOGISTICS services any explosive or volatile GOODS without prior consent and by arrangement.
- 14.3 The CLIENT must not tender for JEDA LOGISTICS services any GOODS which are or may become dangerous, inflammable or offensive.
- 14.4 The CLIENT must notify JEDA LOGISTICS immediately of any change in its address or contact details.
- 15 Exclusive Fixed Term**
- 15.1 If a CLIENT agrees to an exclusive fixed term with KIWI-XPRESS, this will be recorded in the sales prices attached to these TERMS as Schedule 1.
- 15.2 Where a CLIENT agrees to an exclusive fixed term with KIWI-XPRESS, then (subject to clause 16):
- (a) the CLIENT will exclusively direct all of its transportation requirements for new and used furniture, and for other products to JEDA LOGISTICS; and
 - (b) JEDA LOGISTICS will maintain the sales prices attached to these TERMS as Schedule 1 for the duration of that agreed exclusive fixed term.
- 16 Termination**
- 16.1 The CLIENT may not terminate this agreement for any reason during an exclusive fixed term with KIWI-XPRESS.
- 16.2 Where the CLIENT has not entered into an ongoing exclusive fixed term with KIWI-XPRESS, the CLIENT may terminate its agreement with KIWI-XPRESS by notice in WRITING giving not less than ninety (90) days advance notice of that termination.
- 16.3 KIWI-XPRESS may terminate this agreement by notice in WRITING to the Client by:
- (a) giving not less than ninety (90) days advance notice of that termination where the CLIENT has entered into an ongoing exclusive fixed term with KIWI-XPRESS; and otherwise
 - (b) at any time with immediate effect.
- 16.4 Any obligation of the CLIENT to pay KIWI-XPRESS in respect of outstanding tax invoices and any GOODS or SERVICES provided but not yet invoiced survives the termination of these TERMS for any reason.
- 17 General**
- 17.1 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 17.2 No waiver by KIWI-XPRESS of any breach of the Contract by the CLIENT shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 17.3 If KIWI-XPRESS sells or otherwise change control of its business to a third party, KIWI-XPRESS reserves the right, without giving notice or seeking consent, to transfer or assign the personal information, content and rights that KIWI-XPRESS has collected from the CLIENT and any Contract between KIWI-XPRESS and the CLIENT.
- 17.4 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.



17.5 The Contract shall be governed by and construed in accordance with the laws of New South Wales and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of New South Wales.