

CLIENT TERMS

These Client Terms, together with any Client Form (defined in clause 1) or quotation, set out the agreement (this '**Agreement**') under the terms of which The trustee for Caddy Equipment Trust trading as Caddy Storage Equipment ABN 28 381 038 644 (Caddy Storage) provides Products and/or Services (defined in clause 2) to you or the company which you represent (the **Client**).

1 CLIENT FORM, THIS AGREEMENT

- (a) These Client Terms will apply to all the Client's dealings with Caddy Storage, including being incorporated in all agreements, quotations or orders under which Caddy Storage is to provide products and/or services to the Client (each a **Client Form**) together with any additional terms included in such Client Form (provided such additional terms are recorded in writing).
- (b) The Client will be taken to have accepted this Agreement if the Client accepts a Client Form, or if the Client orders, accepts or pays for any products and/or services provided by Caddy Storage after receiving or becoming aware of this Agreement or these Client Terms.
- (c) In the event of any inconsistency between these Client Terms and any Client Form, the clauses of these Client Terms will prevail to the extent of such inconsistency, except that any "Special Conditions" (being terms described as such in a Client Form) will prevail over these Client Terms to the extent of any inconsistency.
- (d) The Client is responsible for ensuring that the Client Form accurately specifies (if applicable):
 - (i) the quantity and specifications of the Products and/or Services required; and
 - (ii) the agreed Fees, other rates and the Installation Date.

2 PRODUCTS AND SERVICES

- (a) In consideration for the payment of the fees set out in the Client Form (**Fees**), Caddy Storage will provide the Client with services set out in a Client Form (**Services**) and/or goods set out in a Client Form (**Products**).
- (b) Where the context permits the terms 'Products' and 'Services' shall be interchangeable when used in this Agreement.
- (c) Unless otherwise agreed, Caddy Storage may, in its discretion:
 - (i) not commence work on any Products or Services until the Client has paid any Fees or deposit payable in respect of such Products or Services; and
 - (ii) withhold delivery of Services until the Client has paid an invoice in respect of such Services.

3 QUOTATIONS AND ORDERS

3.1 QUOTATIONS

Any written quotation provided by Caddy Storage to the Client will be valid for thirty (30) days from the date of the quotation, unless otherwise stated in writing by Caddy Storage.

3.2 ORDERS

- (a) By accepting a quotation or submitting a Client Form, the Client acknowledges and agrees that:
 - (i) the Client understands the contents of the quotation, these Client Terms and Conditions and the Client Form; and
 - (ii) all matters discussed between the Client and Caddy Storage's personnel that are relevant to the supply of goods and services to the Client have been accurately recorded in the quotation or Client Form.

- (b) Products fitted into a Vehicle will be fitted in a 'best fit' scenario as determined by Caddy Storage's fitting staff, unless otherwise specified in writing and agreed by Caddy Storage.
- (c) Any specific measurements or specifications relating to the placement, construction or fitting of Products required by the Client must be specified by the Client in writing at the time of the quotation and noted in writing on the quotation or Client Form.
- (d) Amendments to a quotation or Client Form must be agreed in writing and signed by both parties.
- (e) The Client is responsible for ensuring that all specific requirements are included in writing in the quotation or Client Form. Caddy Storage will not be liable for any omission or error arising from information not supplied in writing by the Client.

4 CLIENT OBLIGATIONS

- (a) **(General)** The Client must provide Caddy Storage with all documentation, information and assistance reasonably required for Caddy Storage to perform the Services.
- (b) **(Liaison)** The Client agrees to liaise with Caddy Storage as it reasonably requests for the purpose of enabling Caddy Storage to provide the Services.
- (c) **(Ownership)** The Client warrants that it is the owner of the Vehicle or has obtained authority from the owner/s of the Vehicle for the Services to be performed on the Vehicle.
- (d) **(Access to Vehicle)** The Client agrees to provide Caddy Storage with access to the Vehicle and the Client's personnel, to the extent reasonably required by Caddy Storage to perform the Services.

5 CLIENT SUPPLIED GOODS AND EXISTING CONSTRUCTION

If in performing the Services, Caddy Storage is required to use any materials and/or goods supplied by the Client:

- (a) the Client accepts the risk of defects or deficiencies in such goods and/or materials;
- (b) Caddy Storage will not be required to investigate the suitability, quality or fitness for purpose of existing or proposed materials and/or goods;
- (c) the Client will be required to pay the Additional Work Rate if it requests that Caddy Storage correct any defects or issues with such materials and/or goods.

6 PAYMENT

6.1 FEES

The Client must pay to Caddy Storage fees in the amounts and at the times set out in the Client Form or as otherwise agreed in writing.

6.2 PAYMENT TERMS AND INVOICES

Unless otherwise agreed in the Client Form:

- (a) if Caddy Storage issues an invoice to the Client, payment must be made by the time(s) specified in such invoice; and
- (b) in all other circumstances, the Client must pay for all goods and services within 2 weeks of receiving an invoice for amounts payable.

6.3 PAYMENT METHOD

The Client must pay Fees using the fee payment method specified in the Client Form.

6.4 EXPENSES

Unless otherwise agreed in writing:

- (a) the Client will bear all travel, accommodation, office stationery, computer storage, media and related expenses reasonably incurred by Caddy Storage in connection with a Client Form; and

- (b) any third party costs incurred by Caddy Storage in the course of performing the Services may be billed to the Client, unless specifically otherwise provided for in the Client Form.

6.5 GST

Unless otherwise indicated, amounts stated in a Client Form do not include GST. In relation to any GST payable for a taxable supply by Caddy Storage, the Client must pay the GST subject to Caddy Storage providing a tax invoice.

6.6 CARD SURCHARGES

Caddy Storage reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

6.7 LATE PAYMENT AND DEBT RECOVERY

If the Client does not pay an amount due under this Agreement on or before the date that it is due:

- (a) Caddy Storage may refer the outstanding debt to a debt collection agency;
- (b) the Client must reimburse Caddy Storage for any costs it incurs, including any legal costs, in recovering the amount due or enforcing any of its rights under these terms;
- (c) the Client authorises Caddy Storage, its employees and agents to enter any premises occupied by the Client or any other place where Products are located and use reasonable force to retake possession of the Products without liability for trespass or any reasonable damage; and
- (d) Caddy Storage retains the right, without limiting any other rights under this Agreement, to charge the Client interest at a rate of 10% per annum on the outstanding amount. However, before applying this interest, Caddy Storage will provide the Client with a written notice giving an additional 7 days to complete the payment. If payment is still not received by the end of this 7-day grace period, interest will accrue from the expiration of that period until the date the full payment is received by Caddy Storage.

6.8 PAYMENT BEFORE REMOVAL

Unless otherwise agreed by Caddy Storage in writing, the Client must make full payment for all Products and Services supplied prior to removing the Client's Vehicle or taking possession of the Products from Caddy Storage's premises. All Products remain the property of Caddy Storage until they are paid for in full.

6.9 DEPOSITS FOR MADE-TO-ORDER GOODS

If Caddy Storage has agreed to provide Products made to order to the Client's specifications, the Client must pay a non-refundable deposit of 50% of the Fees when Caddy Storage accepts the Client's order, unless otherwise agreed in writing.

7 PRICING

- (a) The Client acknowledges that despite Caddy Storage's reasonable precautions, Products may be listed at an incorrect price, or with incorrect availability and/or other information, due to typographical errors and/or oversight. In such circumstances, Caddy Storage reserves the right to substitute the Products with a comparative product, if agreed by the Client or cancel Client Form, even if the Client Form has been paid for and previously accepted by Caddy Storage.
- (b) If Caddy Storage cancels a Client Form in accordance with 7(a), Caddy Storage will, as soon as practicable, contact the Client and issue a refund for any payment the Client has made for the cancelled order.
- (c) Caddy Storage will endeavour to make any refund under this clause using the same payment method as the payment method used by the Client during the original purchase, however may vary this method at its discretion.

8 PRODUCT INFORMATION

Caddy Storage endeavours to ensure that the descriptions and specifications in relation to the Products on its website or in catalogues are accurate. However, photographs, drawings, illustrations, weights, dimensions and any other particulars accompanying, associated with or given in a quotation, descriptive literature or a catalogue are based on information provided by manufacturers and suppliers and, as such Caddy Storage does not guarantee that those descriptions and specification are accurate or free from errors or omissions, except to the extent required by applicable law. Caddy Storage reserves the right to make any necessary corrections to the descriptions or specifications without notice.

9 INSTALLATIONS

9.1 INSTALLATION DATES

Caddy Storage will be entitled to change the Installation Date:

- (a) by giving the Client 5 days' notice; or
- (b) on the date of the installation, if weather conditions, lack of access or other circumstances beyond Caddy Storage's control, do not permit the Services to be carried out.

9.2 INSTALLATION REQUIREMENTS

On the Installation Date, the Client must:

- (a) provide access to all personnel, equipment and Vehicles reasonably required to carry out the installation;
- (b) ensure that the Vehicle, is clean, clear and ready for Caddy Storage to carry out the Services; and
- (c) if the Vehicle is not clean and ready, Caddy Storage will be entitled to charge the Client a call-out fee for each member of Caddy Storage's personnel who were booked to carry out the work.

9.3 DAMAGE

- (a) The Client acknowledges the installation might occasion minor damage to the Vehicle. Where such damage occurs, Caddy Storage will use its best endeavours to repair the damage however will not be liable for any minor damage or for damage arising out of any pre-existing conditions of the Vehicle.
- (b) Where the Client incurs costs repairing any damage to the Vehicle occasioned during the installation, whether by employing third parties to conduct repairs or otherwise, Caddy Storage will not be liable for such costs, unless Caddy Storage agrees to remedy such damage in advance in writing.
- (c) The Client is responsible for considering whether to upgrade to Caddy Cantrail Strengthening Plates or other reinforcement options, and Caddy Storage will not be liable for any damage or loss arising from or in connection with the Vehicle walls not being strong enough to support the Products where such reinforcement options were not selected by the Client.
- (d) Where the Client incurs costs repairing any damage to the Vehicle occasioned during the installation, whether by employing third parties to conduct repairs or otherwise, Caddy Storage will not be liable for such costs, unless Caddy Storage agrees to remedy such damage in advance in writing.

9.4 VEHICLE LEFT AT CADDY STORAGE PREMISES

Any Vehicles left at Caddy Storage's premises remain at the Client's sole risk and responsibility. To the maximum extent permitted by law, Caddy Storage will not be liable for any loss or damage to the Client's Vehicle or its contents, howsoever caused, while left at Caddy Storage's premises.

10 TITLE AND RISK

- (a) Until the price of Products is paid in full, title in those Products is retained by Caddy Storage.
- (b) Risk in the Products will pass to the Client on delivery or on completion of purchase.
- (c) If the Client fails to take the Products after the Client has completed the purchase, Caddy Storage may, at its option, keep or resell the Products provided that Caddy Storage provides the Client with a full refund (excluding any credit card surcharges or other transaction fees).
- (d) If the Client does not pay for any Products on the due date for payment, the Client authorises Caddy Storage, its employees and agents to enter any premises occupied by the Client or any other place where the Products are located and use reasonable force to retake possession of the Products without liability for trespass or damage.
- (e) Caddy Storage may at its option keep or resell Products retaken from the Client.
- (f) If the Client sells Products or sells items into which Products are incorporated before payment in full to Caddy Storage, the Client acknowledges that such sale is made by the Client as bailee for and on behalf of Caddy Storage, to hold the proceeds of sale on trust for Caddy Storage, in an account in the name of Caddy Storage, and must pay that amount to Caddy Storage on demand.

11 DELIVERY

11.1 COST AND OBLIGATIONS

- (a) Unless otherwise indicated, amounts stated in Client Forms, on Caddy Storage's website or in stores, do not include delivery.
- (b) For Products to be delivered, Caddy Storage will charge the Client for delivery (notwithstanding that it may not have previously done so).
- (c) Delivery is to the delivery point specifically accepted by Caddy Storage.
- (d) If Caddy Storage is unable to complete the delivery within the agreed time schedule due to the Client's absence or other fault of the Client, the Client will be liable for all charges and costs incurred, including but not limited to warehousing, transportation and redelivery.
- (e) If the Client organises delivery independently of Caddy Storage, Caddy Storage shall not be held liable for non-delivery, lateness of delivery or loss or damage of Products during transit.
- (f) Caddy Storage may, at its discretion, deliver the Products to the Client in any number of instalments.

11.2 DAMAGE IN TRANSIT

Unless Caddy Storage is delivering the Products, Caddy Storage shall not be liable for loss of or damage to Products in transit and the Client must make all claims for such loss or damage against the carrier. Caddy Storage encourages the Client to take out insurance to protect itself for loss of or damage to Products in transit.

12 DEFECTIVE PRODUCTS AND ACCEPTANCE

12.1 DEFECTIVE PRODUCTS

Where the Client considers that any Products provided by Caddy Storage are defective, the Client must, within a reasonable time of receiving the Products, inform Caddy Storage of that fact in writing.

12.2 CLIENT'S OBLIGATIONS

Where Products are the subject of a notice under clause 12.1:

- (a) the Client must, at Caddy Storage's option:

- (i) leave the Products in the state and condition in which they were delivered until such time as Caddy Storage or its duly authorised agent has inspected the Products; or
- (ii) send Caddy Storage photographs, descriptions or other material evidencing the defects in the Products at info@caddystorage.com.au ;
- (b) Caddy Storage will inspect the Products and/or evidence of defects in the Products within a reasonable time after notification by the Client; and
- (c) if paragraph 12.2(a) is not complied with, the Client will be taken to have accepted the Products and Caddy Storage will be entitled to the price for the Products set out in any Client Form.

12.3 CALL-OUT FEE

Caddy Storage reserves the right to charge the Client a call out fee, if upon inspection of the Products in accordance with clause 12.2(a)(i), Caddy Storage determines that the Products are not defective in accordance with clause 12.5.

12.4 REPAIRS OR REPLACEMENTS OF DEFECTIVE GOODS

Subject to clause 17, if, upon inspection, in the reasonable opinion of Caddy Storage:

- (a) the Products are defective; and
- (b) the Products were not damaged by the Client and/or the Client did not fail to take reasonable steps to prevent the Products from becoming damaged; or
- (c) the Products are otherwise not in conformity with the Client Form, then at the discretion of the Client, Caddy Storage will:
 - (i) replace the Products or supply the equivalent of the Products;
 - (ii) repair the Products;
 - (iii) pay the Client the cost of replacing the Products or acquiring equivalent Products; or
 - (iv) pay the Client the cost of having the Products repaired.

12.5 GOODS CONSIDERED NOT TO BE DEFECTIVE

If, upon inspection, in the reasonable opinion of Caddy Storage:

- (a) the Products are not defective; or
- (b) the Products are defective due to an act or omission of the Client, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care by the Client; and
- (c) the Products are otherwise in conformity with the Client Form, Caddy Storage will refuse the Client's return, the Client will be taken to have accepted the Products and Caddy Storage will be entitled to the price for the Products set out in any Client Form.

12.6 ACCEPTANCE

Except where notice has been given in accordance with clause 12.1, acceptance of the Products is deemed for all purposes to have taken place:

- (a) when the Client makes known to Caddy Storage that it has accepted the Products;
- (b) when the Client, after delivery of the Products, does any act in relation to them which is inconsistent with Caddy Storage's ownership of the Products; or
- (c) upon the expiry of seven days from the date of delivery, whichever first occurs.

12.7 WEAR AND TEAR

Products that have been subject to regular wear and tear will not be considered to be defective.

13 CHANGES

- (a) The Client must pay additional service fees for changes to Services requested by the Client which are outside the scope set out in the relevant Client Form (**Changes**).
- (b) Unless otherwise agreed in writing, Caddy Storage may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.

14 ACCREDITATIONS

Unless otherwise agreed in writing:

- (a) all displays or publications of any deliverables provided to the Client as part of the Services (**Deliverables**) must, if requested by Caddy Storage, bear an accreditation and/or a copyright notice including Caddy Storage's name in the form, size and location as directed by Caddy Storage; and
- (b) Caddy Storage retains the right to describe the Services and reproduce, publish and display the Deliverables in Caddy Storage's portfolios and websites for the purposes of recognition or professional advancement, and to be credited with authorship of the Services and Deliverables in connection with such uses.

15 THIRD PARTY GOODS AND SERVICES

- (a) If Caddy Storage is required to acquire goods or services supplied by a third party, the Client may be subject to the terms and conditions of that third party (**'Third Party Terms'**).
- (b) Provided that Caddy Storage has notified the Client of such Third Party Terms and provided the Client with a copy of those terms, the Client agrees to any Third Party Terms applicable to any goods or services supplied by a third party that the Client or Caddy Storage acquires as part of providing the goods or services and Caddy Storage will not be liable for any loss or damage suffered by the Client in connection with such Third Party Terms.
- (c) The Client has the right to reject any Third Party Terms. If the Client rejects the Third Party Terms, Caddy Storage cannot provide the Products or Services to the Client and clause 20 will apply.

16 CONFIDENTIALITY

- (a) Except as contemplated by this Agreement, each party must not, and must not permit any of its officers, employees, agents, contractors or related companies to, use or disclose to any person any confidential information disclosed to it by the other party without its prior written consent.
- (b) This clause 16 does not apply to:
 - (i) information which is generally available to the public (other than as a result of a breach of this Agreement or another obligation of confidence);
 - (ii) information required to be disclosed by any law; or
 - (iii) information disclosed by Caddy Storage to its subcontractors, employees or agents for the purposes of performing the Services or its obligations under this Agreement.

17 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

18 LIABILITY

18.1 LIABILITY

To the maximum extent permitted by law, the total liability of each party in respect of loss or damage sustained by the other party in connection with this agreement is limited to the amount paid by the Client to Caddy Storage under the most recent Client Form.

18.2 CONSEQUENTIAL LOSS

To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any goods or services provided by Caddy Storage, except:

- (a) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
- (b) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).

18.3 MANUFACTURER WARRANTIES AND VEHICLE WARRANTIES

- (a) The Client acknowledges and agrees that installation of Products may effect or void warranties provided by the manufacturer of the Client's vehicle. The Client is solely responsible for verifying this with the vehicle manufacturer or warranty provider.
- (b) To the maximum extent permitted by law, Caddy Storage will not be liable for any claims or losses suffered by the Client in connection with any vehicle manufacturer warranties which are voided or affected as a result of Caddy Storage's supply of Products or Services.

19 SUBCONTRACTING

Caddy Storage may subcontract any aspect of providing the Services and the Client hereby consents to such subcontracting.

20 PRODUCT MAINTENANCE AND VEHICLE LOADING

20.1 PRODUCT MAINTENANCE

The Client is responsible for the regular maintenance and checking of Products installed by Caddy Storage, including ensuring that all fasteners are regularly checked and tightened as required. It is recommended that the Client conduct monthly examinations of all fasteners on roof racks, ute canopies and all other relevant Products and components fitted by Caddy Storage, and in particular rear steps and towbars as per the guidelines provided by Caddy Storage from time to time.

20.2 VEHICLE LOADING

- (a) The Client acknowledges that the Products and Services supplied by Caddy Storage may increase the tare mass of the Client's vehicle. The Client is solely responsible for:
 - (i) ensuring that the vehicle is re-weighed after installation of the Products and Services to obtain a revised tare mass;
 - (ii) ascertaining the gross vehicle mass (**GVM**) of the vehicle; and
 - (iii) ensuring that the vehicle is not overloaded and that the maximum vehicle load is not exceeded at any time, taking into account the revised tare mass, the weight of fuel and all occupants and cargo within the vehicle.
- (b) It is the responsibility of the Client, and any drivers of the vehicle, to ensure compliance with vehicle loading requirements and regulations.

21 TERMINATION

21.1 TERMINATION FOR CONVENIENCE

Either party may immediately terminate this agreement for convenience by providing notice to the other party.

21.2 EFFECT OF TERMINATION

Upon termination of this agreement, each party must:

- (a) Caddy Storage will refund any amounts paid by the Client for goods or services not provided as at the date of termination;
- (b) the Client must pay all amounts owed for goods or services already provided as at the date of termination;
- (c) each party must return all property of other parties to those respective parties;
- (d) each party must immediately return to each other party, or (if requested by that party) destroy, any documents in its possession or control containing Confidential Information of the other party;
- (e) no rights, liabilities or remedies of any party will be invalidated by the termination;
- (f) the Client must pay any outstanding Fees for Products or Services already supplied or performed up to the date of termination; and
- (g) if the Client terminates this agreement in accordance with clause 21.1, then the Client must pay the Service Provider's pre-estimated genuine losses as a result of the Client ending this agreement.

21.3 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this Agreement will survive and be enforceable after such termination or expiry.

22 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

23 FORCE MAJEURE

- (a) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause 23(a) the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (c) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible.
- (d) For the purposes of this agreement, a 'Force Majeure Event' means any:

- (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
- (ii) strikes or other industrial action outside of the control of the Affected Party;
- (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
- (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of the Affected Party, to the extent it affects the Affected Party's ability to perform its obligations.

24 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this Agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,
 whichever is earlier.

25 GENERAL

25.1 GOVERNING LAW

This Agreement is governed by the law applying in New South Wales, Australia.

25.2 JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

25.3 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of each other party (such consent not to be unreasonably withheld).

25.4 RELATIONSHIP

- (a) Nothing contained in this Agreement creates an agency, partnership, joint venture or employment relationship between Caddy Storage and the Client or any of their respective employees, agents or contractors.
- (b) Neither party nor any person acting on its behalf may hold itself out as being entitled to contract or accept payment in the name of or on account of the other party.

25.5 AMENDMENTS

This Agreement may only be amended by a document signed by each party.

25.6 WAIVER

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

25.7 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this Agreement.

25.8 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.