

ALLCLASS STANDARD TERMS AND CONDITIONS OF SPARE PART SALES

1. INTRODUCTION

1.1 Any order (an "Order") to purchase spare parts, attachments and/or other goods and/or equipment (other than excavators, skid steer loaders, generators, engines, loaders, tractors and/or other engines and/or engine operated vehicles) which Allclass promotes and/or sells in its ordinary course of business (such goods and/or equipment and any part thereof and/or any replacement thereof, as the context may require, being the "Goods") for an agreed amount for each and/or all of such Goods (such amount exclusive of GST (defined below) being the "Purchase Price") that may be placed by any person (a "Customer") with Postville Pty Ltd ABN 23 057 201 626 ("Allclass") from time to time on or after 18 March 2009 (until such time as Allclass indicates otherwise in writing) shall, upon Allclass accepting such Order, constitute an agreement by the Customer to purchase such Goods from Allclass (an "Agreement") for such Purchase Price: 1.1.1 to the extent the Customer has been notified of these terms and conditions before placing such Order, subject to these terms and conditions; or 1.1.2 to the extent the Customer has not been made notified of these terms and conditions before placing such Order, subject to and conditional upon the Customer accepting these terms and conditions, where these terms and conditions shall be deemed to be accepted by the Customer in such circumstances on the earlier to occur of the following: (a) the payment or part payment of the Adjusted Purchase Price (defined below), any deposit and/or any other amount in connection with the Agreement; (b) the Customer's acceptance of the Goods; (c) the time at which the Customer first uses the Goods; (d) three (3) days after the Delivery of Goods (defined below) or the delivery of the Invoice (defined below), unless, prior to such time, the Customer (1) returns (at its Cost) the Goods to Allclass and Allclass receives such Goods into its possession in the condition they were in at the Customer Risk Start Time (defined below), and (2) notifies Allclass that it does not accept the terms and conditions of the Agreement; and/or (e) the Customer otherwise communicates to Allclass (by words or conduct) that it is acceptable with the Agreement and/or these terms and conditions. 1.2 The sale and purchase of the Goods under the Agreement shall complete when the Title in the Goods pass to the Customer subject to and in accordance with this Agreement. 1.3 Each Agreement shall be subject to Allclass issuing to the Customer a specified date ("Invoice Date") addressed to the relevant Customer in connection with such Agreement and such Invoice shall be deemed to be conclusive evidence of the existence of the Agreement, and of the details of the Customer, the Goods, the Purchase Price, the GST and the Adjusted Purchase Price (which may be indicated as being the total amount owing for the Invoice) of such Agreement as indicated in the Invoice, unless Allclass notifies otherwise. 1.4 For the purposes of this Agreement, the following terms have the following meanings: **Allclass Place of Business** means Allclass's place of business where the relevant representative of Allclass entered into the Agreement with the Customer, unless otherwise agreed; **Amount Owning** at any given time, means any amounts owing and/or due and payable by the Customer to Allclass at such time in connection with this Agreement and any other agreement the Customer has with Allclass; **Carry of Goods** means the act of (and incidental to) carrying, transporting or conveying the Goods to an address agreed to by the Parties (the "Destination Address") following the Delivery of Goods and which shall be deemed to be carried out (and to be duly performed by Allclass) on the earlier of: (a) at the time the Goods arrive at, and are unloaded onto or left at, the Destination Address, whether or not such Goods have any Carry of Goods Loss; and (b) if the Customer (or Delivery Recipient) is not able or willing to accept the Goods at the Destination Address, the time which Allclass unloads or leaves the Goods at a place adjacent to the Destination Address, whether or not such Goods have any Carry of Goods Loss (which Allclass shall be entitled to do in such circumstances); **Credit Agreement** means any agreement between Allclass and the Customer pursuant to which (and subject to) Allclass agrees that the Customer may delay payments of specified Amounts Owning under this Agreement; **Delivery Agent** means a carrier, agent, employee, servant or sub-contractor or similar appointed or arranged by a party; **Delivery of Goods** will be deemed to occur (and will be deemed to be duly performed by Allclass) on the earlier to occur of: (a) the time, as determined by Allclass, at which the Goods are put in a position to be delivered to the Customer by the intention of being taken from where they are carried, driven or otherwise moved away from the Allclass Premises by Allclass or the Delivery Recipient, or any of their respective Delivery Agents, as the case may be, in order to be carried, conveyed or transported for the Customer or the Delivery Recipient, as the case may be, or (b) a Deemed Delivery Event; **Delivery Recipient** means the Customer or such other person as agreed (whom, for the avoidance of doubt, shall be deemed to receive the Goods as agent for the Customer); **Event of Default** means an event that occurs upon (1) the failure by the Customer to pay any Amounts Owning and/or due and payable by it to Allclass as and when such amounts become owing and/or due and payable under this Agreement or any other agreement it has with Allclass, and/or the failure by the Customer to perform any other of its duties, obligations and/or undertakings in this Agreement or any other agreement it has with Allclass, and (2) without limitation to the foregoing, any breach of any contractual, tortious, statutory or any other duty whatsoever, (3) the occurrence of an insolvency Event; (4) any breach by a guarantor under, or the occurrence of an event of default under, or the termination of, a guarantee relating to any agreement between the parties or any determination that such guarantee is void, voidable or invalid; and (5) any event that is materially prejudicial to Allclass; **Force Majeure Event** means an event that causes any failure or delay in Allclass's performance under the Agreement due, in whole or part, to any cause, whatsoever and howsoever arising, that is beyond its reasonable control (and includes but is not limited to an event where the Goods are not available for any reason whatsoever and any other event that may cause Delivery of Goods to be delayed or completely prevented); **Insolvency Event** means an event where: (a) the Customer (1) suspends payments of its debts; (2) ceases or threatens to cease to carry on all or a material part of its business; (3) is or states that it is unable to pay its debts; or by law is deemed to have done any of the foregoing; or (b) if any action, step or procedure is taken, by the Customer, any court, any director, any shareholder, any creditor and/or any other person in relation to: (1) the winding-up, dissolution, bankruptcy, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Customer; (2) a composition, compromise, assignment or arrangement with any members or creditors of the Customer; (3) the appointment of a liquidator, official trustee in bankruptcy, receiver, administrative receiver, administrator, or other similar officer in respect of the Customer or Guarantor or any of the Customer's assets; (4) the enforcement of any mortgage, charge, lien or any security over any property of the Customer; (5) any distress execution or other legal process in relation to the enforcement or seizure of any of its property and/or (6) any other similar or analogous event; **Privacy Policy** means the Postville Pty Ltd Privacy Policy Version PP-2009-01 with effective date 18 March 2009, unless Allclass notifies otherwise; **Warranty Conditions** means any terms and conditions, express or implied, which contain, among other terms and conditions, certain Warranties relating to certain goods and/or equipment (which, depending on such terms and conditions, may or may not include the Goods) which a Warranty Provider may agree to provide certain persons from time to time; and **Warranty Provider** means a third party that agrees to provide certain Warranties under certain Warranty Conditions in relation to certain goods and/or equipment.

2. PAYMENTS

2.1 The Customer agrees to pay to Allclass, and Allclass shall be entitled to: 2.1.1 on or before the day that is three (3) days after the Invoice Date (the "Due Date"), subject to any Credit Agreement (if applicable), the Purchase Price plus the applicable goods and services tax ("GST"), plus (and without limitation to Clause 2.1.2) any incidental Costs that may be agreed (together the, "Adjusted Purchase Price"); 2.1.2 immediately on demand, all losses, damages, liabilities, claims and/or other losses, whether direct or indirect or consequential, whatsoever, howsoever arising (including but not limited to all costs, expenses, fees, charges, fines and/or other costs (the "Costs"), including but not limited to any legal fees on a full indemnity basis and any credit card fees) (together, the "Losses") incurred and/or reasonably likely to be incurred by Allclass as a result of or in connection with the Agreement (including but not limited to any Loss relating to any Goods Related Loss (defined below), any Carry Goods Loss (defined below) and/or any taxes referred to in Clause 2.2 which it may incur) and the Customer hereby agrees to indemnify and hold harmless Allclass for any and all such Losses; 2.1.3 immediately on demand, any interest on any late payments by the Customer which shall accrue on a daily basis at the rate of 12% p.a.; and 2.1.4 immediately on termination of the Agreement, all Amounts Owning at such time. 2.2 Without limitation to Clause 2.1, the Customer agrees that it shall be responsible for any taxes, whatsoever, that are or may be applicable from time to time in relation to the Agreement, including but not limited to any GST and/or duty.

3. DELIVERY

3.1 Allclass agrees to carry out the Delivery of Goods on or before the day that is seven (7) days after the Due Date (the "Delivery Date") provided the following conditions (without limitation to each other) are satisfied in full (the "Delivery Pre-Conditions") by such date (unless otherwise agreed): 3.1.1 subject to any Credit Agreement (if applicable) the Adjusted Purchase Price is received by Allclass in full and in cleared funds; 3.1.2 No Event of Default has occurred; 3.1.3 no Force Majeure Event has occurred; and 3.1.4 no Goods Related Loss has occurred, or, subject to Clause 3.4 below, to the extent such conditions are not satisfied by the Delivery Date, as soon as reasonably practicable after the Delivery Pre-Conditions are satisfied in full. 3.2 The Customer agrees to take such steps as are reasonably necessary to ensure the Delivery Pre-Conditions are satisfied in full. 3.3 If the Customer wishes to make any claims in respect of the Goods, it must do so in writing within 24 hours of the Delivery of Goods, otherwise such claims will be deemed to be waived. 3.4 If prior to or after the Delivery of Goods, an Event of Default or a Force Majeure Event occurs, or any Goods Related Loss occurs and Allclass have possession of the Goods at such time for any reason whatsoever, then, without limitation to its other rights herein, Allclass may 3.4.1 store the Goods as it so determines at the Customer's Cost and charge the Customer a fee up to 10% of the Purchase Price (to be paid on demand) and/or 3.4.2 give notice to the Customer requesting the Customer to arrange collection or pick up of the Goods from such premises as Allclass specifies within seven (7) days of such notice, and if the Customer does not arrange for such collection or pick up within such time (a "Deemed Delivery Event") to the extent Delivery of Goods has not already occurred at such time, whether or not the Goods have any Goods Related Loss, then Allclass may (whether Title has passed to the Customer or not) deal with such Goods in any manner it so determines (including but not limited to selling, repairing, replacing and/or destroying the Goods) at the Customer's Cost.

4. RISK AND INSURANCE

4.1 The Customer acknowledges that from the earlier of the time of the Delivery of Goods and the time (the "Customer Risk Start Time") the Goods first leave Allclass Place of Business (or if Delivery of Goods is to be made directly from Allclass's premises) to the Customer, that supplies premises (the "Allclass Premises"), the Goods shall be at the risk of the Customer (and not Allclass), and that, without limitation to the foregoing, the Customer (and not Allclass) shall be responsible for any Loss incurred to the Goods and/or any other property and/or by any person, relating to or in connection with the Goods on or after the Customer Risk Start Time ("Goods Related Loss"). 4.2 The Customer acknowledges that Allclass shall not be obliged to insure, or caused to be insured, the Goods for any Goods Related Loss that may occur from the Customer Risk Start Time and the Customer undertakes to Allclass to take out a policy of insurance with a reputable insurance firm for the full replacement value of the Goods to cover any Goods Related Loss from the Customer Risk Start Time until the latter of the time at which Title in the Goods pass to the Customer subject to Clause 5 and the time at which the Carry of Goods is carried out, and the Customer shall arrange for Allclass's interest in the Goods to be duly noted on such policy of insurance and shall provide Allclass with evidence of this upon Allclass's request.

5. RETENTION OF TITLE

5.1 The legal and equitable title (the "Title") in the Goods shall remain vested with Allclass and shall not pass to the Customer until the following conditions are satisfied in full (the "Discharge Conditions"): 6.1.1 the Delivery of Goods has occurred; 6.1.2 the Adjusted Purchase Price has been paid; and 6.1.3 all Amounts Owing (as at the latter of Clause 6.1.1 and 6.1.2) have been paid, notwithstanding Clause 4.1, notwithstanding whether there is a Credit Agreement or not and notwithstanding that any proprietary interest and/or contractual rights in the Goods, whatsoever, may have been, or have been purported to be transferred, assigned and/or granted by the Customer or any other person to any third party (a "Disposal of Goods"). 5.2 Any payment that is made by (or on behalf of) the Customer and is subsequently avoided or deemed void, voidable or invalid, for any reason whatsoever (including, but not limited to, as a result of the application of any statutory provisions relating to insolvency and/or bankruptcy), shall be deemed to not have discharged Allclass's Title in the Goods and/or satisfaction of the Discharge Conditions and in such event the parties are to be restored in a position where each party shall be entitled to the rights and subject to the duties which each party respectively would have been entitled to or subject to (as the case may be) if such payment had not been made. 5.3 The Customer acknowledges that upon Delivery of Goods, at all times during which the Title in the Goods are vested with Allclass, it shall be taken to be in possession of the Goods solely as a fiduciary bailee of those Goods for Allclass until the Discharge Conditions have been satisfied in full and the Customer shall (without limitation to its duties at law, equity and/or otherwise) exercise such care in relation to the Goods as required in its capacity as fiduciary bailee of the Goods for Allclass and (without limitation to the foregoing): 5.3.1 shall not allow for a Disposal of Goods to occur other than with the prior written consent of Allclass or in the ordinary course of business; and 5.3.2 shall store the Goods separately and in a manner so that they are readily identifiable as having their Title vested with Allclass. 5.4 In the event the Customer has carried out a Disposal of Goods prior to the Discharge Conditions being satisfied in full (whether such Disposal of Goods complies with Clause 5.3.1 or not), the Customer acknowledges that it will have done so as fiduciary agent of Allclass and that it shall hold any proceeds it receives from such Disposal of Goods on trust for Allclass in a separate account and shall immediately account such proceeds to Allclass.

6. RETURN OF GOODS

6.1 Allclass is not obliged to accept for credit the return of Goods unless it has given prior written consent to their return, and to the extent the foregoing applies Allclass will not issue a credit for such return unless the Goods are returned in accordance with Clause 6.2 and the Customer pays to Allclass a fee equal to 20% of the Purchase Price of such Goods (or another amount as agreed by Allclass) for accepting such return and all other Amounts Owning to it by the Customer as at such time (whether or not as a result of and incidental to such return of the Goods). 6.2 On or after the Delivery of Goods, the Customer shall return the Goods to Allclass into Allclass's possession at the Allclass Place of Business of Allclass (or such other place as directed by Allclass), at the Customer's Cost, in the condition they were in at the Customer Risk Start Time: 6.2.1 immediately upon request by Allclass at any time during which the Title in the Goods are vested with Allclass; 6.2.2 immediately upon Allclass consenting to return of the Goods in writing under Clause 6.1; 6.2.3 immediately upon termination of the Agreement and/or immediately upon request following an Event of Default; and/or 6.2.4 to the extent Clause 10.3 applies, immediately upon request by Allclass for the purposes of repair and/or replacement such Goods.

7. RIGHT OF ENTRY, REPOSSESSION AND INSPECTION

The Customer hereby irrevocably grants Allclass the right to, at all times on or after the Delivery of Goods, to enter any property or premises on which the Goods, or any records relating to such Goods, may be located or at which Allclass reasonably believes the Goods or any records relating to such Goods to be located, without giving any notice to the Customer, any third party, as the case may be, and: 7.1 to the extent Title in the Goods are vested with Allclass, inspect such Goods and/or such records (and/or take copies of such records) and/or reclaim possession of such Goods; 7.2 to the extent the Agreement has been terminated and/or an Event of Default has occurred, inspect such Goods and/or such records (and/or take copies of such records) and/or reclaim possession of such Goods; and/or 7.3 to the extent Clause 10.3 applies, to repair and/or replace such Goods.

8. OTHER ACKNOWLEDGEMENTS AND AGREEMENTS

8.1 The Customer acknowledges that it has read and understood all manuals and documents issued by the manufacturer of the Goods (or its affiliates or distributors) relating to the safety and operating procedures and incidental matters for the Goods as well as the goods and/or equipment on which such Goods may be installed and/or attached (the "Operator's Manuals"), and/or has had a reasonable opportunity to do so, prior to the Agreement. 8.2 The Customer agrees to ensure the Goods are used, held and/or transported pursuant to and in accordance with their proper and intended use, the Operator's Manual and any applicable law, regulation and industry standards. 8.3 The Customer must notify Allclass as soon as it reasonably becomes aware of an Event of Default. 8.4 The Customer shall not infringe any intellectual property related to the Goods and/or Allclass and the Customer agrees to treat all information made available by Allclass for the Customer relating to the Agreement, the Goods and/or Allclass as secret and confidential and shall not disclose or allow to be disclosed such information to any third party without Allclass's prior written consent. 8.5 The Customer acknowledges that to the extent that Allclass request that an amount is payable as part payment or as deposit for the purchase of the Goods prior to the Delivery of Goods, such amount shall be non-refundable and Allclass shall not be liable to repay the Customer such amount regardless of whether the Delivery of

Goods occurs or not for any reason whatsoever. 8.6 If Allclass agrees to carry out the Carry of Goods, then the parties shall be taken to agree that (and without limitation to the other provisions herein, including but not limited to Clauses 2.4 and 10) 8.6.1 the Customer irrevocably authorises Allclass to (and, if Allclass so determines, to appoint or arrange a Delivery Agent to) carry out the Carry of Goods; 8.6.2 Allclass shall take reasonable steps to carry out the Carry of Goods subject to the Delivery Pre-Conditions being satisfied in full and there being no Carry of Goods Loss (defined below), and further, Allclass shall not be obliged to carry out the Carry of Goods upon the occurrence of an End of Carry Event (defined below); 8.6.3 Allclass is not required to carry out the Carry of Goods within any specified timeframe; 8.6.4 Allclass shall not be taken to be a common carrier and shall not be liable as such; 8.6.5 the Customer shall take reasonable steps to allow Allclass to carry out the Carry of Goods; 8.6.6 to the extent Title passes to the Customer on or after the Delivery of Goods (but before the Carry of Goods is carried out), then the Customer shall at such time be taken to grant a general lien (the "Carry Lien") over the Goods in favour of Allclass for any Amounts Owning; 8.6.7 Allclass shall not be liable for any Loss (including but not limited to any Goods Related Loss) that occurs in connection with the Carry of Goods (the "Carry of Goods Loss") and the Customer indemnifies and holds harmless Allclass and in addition, shall pay Allclass on demand any amounts equal to any Carry of Goods Loss, which Allclass incurs or is reasonably likely to incur; and 8.6.8 at any time prior to the Carry of Goods is carried out, to the extent there is an Event of Default, Force Majeure Event and/or any Carry of Goods Loss, then Allclass may (and without limitation to its other rights herein) store the Goods at such premises as Allclass determines at the Customer's Cost and charge the Customer a fee up to 10% of the Purchase Price (to be paid on demand) and/or give notice to the Customer requesting the Customer to arrange collection or pick up of the Goods from such premises as Allclass specifies within seven (7) days of such notice, and if the Customer does not arrange for such collection or pick up within such time, whether or not the Goods have any Carry of Goods Loss (an "End of Carry Event"), then Allclass may (whether Title has passed to the Customer or not) deal with such Goods in any manner it so determines (including but not limited to selling, repairing, replacing and/or destroying the Goods) at the Customer's Cost. 8.7 The Customer acknowledges that it has read and understood the terms and conditions of the Agreement and the terms and conditions of the Privacy Policy (which is available at www.allclass.com.au) or upon request from Allclass) and that any representations and warranties it is taken to make under the Privacy Policy are true, accurate and not misleading and that by entering into this Agreement, it shall be taken to acknowledge, consent and agree to the terms and conditions of the Privacy Policy and where applicable authorise Allclass to take such steps as prescribed therein.

9. TERMINATION

9.1 Allclass may terminate the Agreement immediately upon giving notice to the Customer following the occurrence of an Event of Default and/or a Force Majeure Event. 9.2 Unless otherwise agreed, the Agreement shall automatically terminate if the Delivery of Goods does not occur within three months after the Invoice Date.

10. WARRANTY; LIMITED LIABILITY; EXCLUSION OF LIABILITY

10.1 For the avoidance of doubt, and without limitation to the other provisions of this Clause 10, the Customer acknowledges and agrees that: 10.1.1 the Customer does not enter into this Agreement upon reliance of whether and/or how Warranty Conditions apply to the Goods, and further acknowledges and agrees that Allclass makes no representation and/or warranty as to the accuracy, completeness, reliability, applicability, effect and/or reasonableness of any Warranty Conditions (whether the documentation containing such Warranty Conditions is or has been provided or made available to the Customer by or on behalf of Allclass, or by any other person); 10.1.2 the Agreement is not subject to and/or conditional upon Warranty Conditions applying to the Goods and further acknowledges and agrees that Warranty Conditions shall only apply to Goods to the extent (a) such Warranty Conditions expressly provide that they apply to such Goods and if so, how they apply, and (b) the Customer duly accepts such Warranty Conditions in accordance with such Warranty Conditions; and 10.1.3 to the extent the Warranty Conditions apply, and notwithstanding whether or not the documentation containing such Warranty Conditions is or has been provided or made available to the Customer by or on behalf of Allclass or any other person: (a) the Customer agrees to comply with the Warranty Conditions. (b) it is the Warranty Provider, and not Allclass, which provides and which shall be responsible for the Warranties provided in such Warranty Conditions and the Customer shall not make any claims in relation to such Warranty Conditions (and/or any Warranties contained therein) against Allclass, (c) Allclass shall not be responsible and/or liable for any acts and/or omissions of the Warranty Provider and (d) the Warranty Provider in providing Warranties under the Warranty Conditions is not acting, as agent for, or otherwise for and on behalf of, Allclass in connection with the Warranty Provider's obligations under the Warranty Conditions. 10.2 All Warranties taken to be given by Allclass regarding the Goods, whether express or implied, including without limitation to the generality of the foregoing, Warranties as to suitability or fitness of the Goods for any particular purpose, are expressly excluded to the fullest extent permitted by law. 10.3 Without prejudice to Clause 10.2, to the fullest extent permitted by law, the liability of Allclass for the breach of any Warranty expressly given, or implied, in the Agreement shall be limited to such one of the following as Allclass, may determine: 10.3.1 the repair of the Goods; and/or 10.3.2 the replacement of the Goods. 10.4 Subject to Clause 10.2 and 10.3 herein, and notwithstanding any other provision of these terms and conditions, the Customer agrees and acknowledges that Allclass shall not be responsible and/or liable in tort, contract, statute and/or otherwise for any Loss whatsoever, howsoever arising, whether direct or indirect or consequential, (without limitation to the foregoing) for any delay or inconvenience of any kind and/or (without limitation to the foregoing) for any Cost incurred thereby whatsoever, whether arising out of or relating to any breakdown or failure of the Goods, delays, non-delivery, defective materials or workmanship, lack of suitability or fitness of the Goods and/or otherwise for any reason whatsoever, including, without limiting the foregoing, the negligence or breach of contract or willful act or default of Allclass, any of its employees, agents, affiliates or direct or indirect suppliers, any Warranty Provider or any other person and this Clause 10.4 shall apply to all such Loss, delay, inconvenience, Costs as aforesaid whether or not the same occurs in the course of the performance by or on behalf of Allclass of the Agreement or as a result of an Event of Default or a Force Majeure Event or as a result of events which are in the contemplation of Allclass and/or the Customer or as a result of events which are foreseen by them or either of them or as a result of events which constitute a fundamental breach of the terms and conditions by any person of any agreement between the parties (including but not limited to the Agreement, any Credit Agreement and the Privacy Policy), any guarantee relating to any Credit Agreement, the Warranty Conditions and/or any other agreement incidental to such agreements, documents or conditions.

11. MISCELLANEOUS

11.1 For the avoidance of doubt, the rights, remedies and powers of Allclass are cumulative and neither exclude, limit nor prejudice any other rights, remedies or powers which Allclass may be entitled to at law, in equity or otherwise. 11.2 The Customer shall on request, take such steps as to reasonably assist Allclass in exercising its rights, remedies and/or powers hereunder (including but not limited to signing any documents as Allclass may request). 11.3 Any failure by Allclass at any time to enforce any provision of the Agreement, or any forbearance, delay or indulgence granted by Allclass to the Customer shall not constitute a waiver of Allclass's rights. 11.4 If any provision of the Agreement is held to be illegal, invalid, void, voidable or unenforceable under any present or future law, then that provision will be fully severable. 11.5 Unless otherwise expressly agreed in writing and subject to any Credit Agreement (if applicable), the Invoice and these terms and conditions confirm the entire understanding and agreement of the parties in connection with the subject matter of the Agreement and the Customer acknowledges that Allclass has made, and the Customer relies on, no promise, representation or warranty to the Customer that is not set out expressly in the Invoice and these terms and conditions. 11.6 For the purposes of this Agreement: 11.6.1 if the Customer consists of more than one person, the Agreement binds them jointly and each of them individually; and 11.6.2 if the Customer enters into this Agreement as a trustee of a trust, it shall be bound to this Agreement both personally and in its capacity as trustee of such trust. 11.7 The Agreement shall be governed by the laws of the State of Queensland and the parties submit to the jurisdiction of the courts (and if applicable, small claims tribunal) of Queensland.