

# CREDIT ACCOUNT APPLICATION

**To Be Completed by Applicants** - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.  
This is a Credit Account Application Form under the Construction Contracts Act 2002. Please read clause 21 on the reverse.

<b>Client's Details:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:				
Full or Legal Name:				
Trading Name: <i>(If different from above)</i>				
Physical Address:				Postcode:
Billing Address:				Postcode:
Email Address:				
Phone No:		Fax No:		Mobile No:
<b>Personal Details:</b> <i>(please complete if you are an Individual)</i>				
D.O.B.		Driver's Licence No:		
<b>Business Details:</b> <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>				
Company Number:		Date Incorp. <i>(current owners)</i> :		
Nature of Business:				
Paid Up Capital: \$		Estimated Monthly Purchases: \$		Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :				
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>				
(1) Full Name:			D.O.B.	
Private Address:			Postcode:	
Driver's Licence No:		Phone No:		Mobile No:
(2) Full Name:			D.O.B.	
Private Address:			Postcode:	
Driver's Licence No:		Phone No:		Mobile No:
<b>Account Terms:</b> <input type="checkbox"/> 20 Days <input type="checkbox"/> COD <input type="checkbox"/> Other:				
Purchase Order Required?		<input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed ? <input type="checkbox"/> YES <input type="checkbox"/> NO
Accounts Email Address:				
Accounts Contact:			Phone No:	
Bank and Branch:			Account No:	
<b>Trade References:</b> <i>(please provide companies that are willing to do trade references)</i>				
Name:		Address:		Phone / Fax / Email:
1.				
2.				
3.				

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Communicate NZ Limited which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.***

**SIGNED (CLIENT):** \_\_\_\_\_ **SIGNED (Comms):** Steve Topp \_\_\_\_\_

Name: \_\_\_\_\_ Name: Steve Topp \_\_\_\_\_

Position: \_\_\_\_\_ Position: Managing Director \_\_\_\_\_

**WITNESS TO CLIENT'S SIGNATURE:**

**Signed:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

## Definitions

- 1.1 "COMSLTD" shall mean Communicate Limited, its successors and assigns or any person acting on behalf of and with the authority of Communicate Limited.
- 1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.
- 1.3 The Customer shall be the signatory of this agreement and shall have no right off offset of agreed cost relating to a third party and shall be solely liable for the cost.
- 1.4 "SERVICES" means all Two-Way Radio Products and Services (including any accessories) supplied to the Customer by COMSLTD, at the Customer's request from time to time, and:
- (a) includes Supply of Radios, Network Services, Installations and Programming of the SERVICES, any parts, accessories and/or consumables supplied by COMSLTD to the Customer, either separately or deposited incidentally by COMSLTD in the course of it conducting, or supplying to the Customer, the SERVICES or supplying any Candidate; and
  - (b) where the context so permits the terms 'SERVICES' or 'Services' shall be interchangeable for the other.
- 1.5 "Candidate" means any individual provided to the Customer by COMSLTD in the course of it conducting, or supplying to the Customer, any Services.
- 1.6 "SERVICES" shall mean the work as described on the invoices, quotation, or any other form as provided by COMSLTD to the Customer.
- 1.7 "Price" shall mean the cost of the SERVICES work as agreed between COMSLTD and the Customer subject to clause 5 of this contract.

## 2. Acceptance

- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions upon written acceptance from the Customer at the time of placing an order and/or accepting delivery of any SERVICES or Services.
- 2.2 These terms and conditions may only be amended with both parties' consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and COMSLTD.
- 2.3 The Customer acknowledges and accepts:
- (a) The product supplied for SERVICES is dependent on radio signal and can react to certain atmospheric and weather conditions.
  - (b) That when the contract period for Services is completed under this agreement and payment is not forthcoming when due and payable, then COMSLTD reserves the right at their discretion to pursue outstanding fees by all legal means necessary until such time as payment effected and the Customer shall be liable for all losses and costs.
  - (c) No ancillary and unforeseen works are included in the Price, unless otherwise agreed;
  - (d) Variations to the contract requested by the Customer that are subject to further charges, shall be at the rate of COMSLTD's current hourly rate, unless otherwise stated at the time of the variation request.
- 2.4 The Customer shall not assign or transfer its interest in the contract, or part with possession of all, or any portion, of the SERVICES or Materials, without the prior written consent of COMSLTD, which may be arbitrarily withheld.
- 2.5 These terms and conditions may be meant to be read in conjunction with the COMSLTD's Terms and conditions of Quotation Forms, and:
- (a) Where the context so permits, the terms 'Works' or 'SERVICES' as defined therein; and
  - (b) If there are any inconsistencies between the two documents then the terms and conditions contained herein shall prevail.

## 3. Authorised Representatives

- 3.1 Unless otherwise limited the Customer agrees that should the Customer introduce any third party to COMSLTD as the Customer's duly authorised representative, that once introduced that person shall have the full authority of the Customer to order any SERVICES, and/or to request any variation thereto, on the Customer's behalf (such authority to continue until all works and services provided by COMSLTD is completed, or the Customer otherwise notifies COMSLTD in writing that said person is no longer the Customer's duly authorised representative).
- 3.2 In the event that the Customer's duly authorised representative is to have only limited authority to act on the Customer's behalf, then the Customer must specifically and clearly advise COMSLTD in writing of the parameters of the limited authority granted to their representative.
- 3.3 The Customer specifically acknowledges and accepts that they will be solely liable to COMSLTD for all additional costs incurred by COMSLTD (including COMSLTD's profit margin) in providing any SERVICES, or variation/s thereto, requested by the Customer's duly authorised representative

## 4. Change in Control

- 4.1 The Customer shall give COMSLTD not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by COMSLTD as a result of the Customer's failure to comply with this clause.

## 5. Price and Payment

- 5.1 At COMSLTD's sole discretion the Price shall be either;
- (a) As indicated on invoices provided by COMSLTD to the Customer in respect of SERVICES supplied; or
  - (b) COMSLTD's quoted Price (which may be subject to a site inspection), and shall be binding upon COMSLTD provided the Customer shall accept COMSLTD's quotation in writing within thirty (30) days.
- 5.2 COMSLTD reserves the right to change the SERVICES Charges:
- (a) If a variation to the SERVICES which is to be supplied is requested; or
  - (b) If a variation to the SERVICES originally scheduled is requested; or
  - (c) Where additional SERVICES are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, new vehicles, limitations to site access, availability of vehicles, safety considerations, and prerequisite work by any third party not being completed) that are only discovered on commencement of the Services.
- 5.3 At COMSLTD's sole discretion, a non-refundable deposit of twenty five percent (25%) may be required upon request.
- 5.4 Time for payment for the SERVICES being of the essence, the Price will be payable by the Customer on the date/s determined by COMSLTD, which may be:
- (a) Fifty percent (50%) of the Price is due on the day of delivery of the SERVICES; and or
  - (b) Full payment is required to be paid on the date the job installation is completed; or
  - (c) Every month for monthly hire charges; or
  - (d) For certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices; or
  - (e) The date specified on any invoice or other form as being the date for payment; or
  - (f) Failing any notice to the contrary, the date as indicated by any invoice given to the Customer by COMSLTD.
- 5.5 Payment will be made by cash, bank cheque, electronic/on-line banking, credit card (plus a surcharge will apply per transaction) or by any other method as agreed to between the Customer and COMSLTD.
- 5.6 The Customer acknowledges and agrees that the Customer's obligations to COMSLTD for the supply of SERVICES/Works shall not cease until:
- (a) The Customer has paid COMSLTD all amounts owing for the SERVICES/Works; and
  - (b) The Customer has met all other obligations due by the Customer to COMSLTD in respect of all contracts between COMSLTD and the Customer.
- 5.7 Receipt by COMSLTD of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then COMSLTD's ownership or rights in respect of this agreement shall continue.
- 5.8 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to COMSLTD an amount equal to any GST COMSLTD must pay for any supply by COMSLTD under this or any other agreement of the SERVICES or hire. The Customer must pay GST, without deduction or set off, of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

## 6. Delivery of SERVICES

- 6.1 Delivery of the SERVICES and / or Services/Works/ Materials ("Delivery") is taken to occur at the time that COMSLTD (or COMSLTD's nominated carrier) delivers the Materials (in the case of SERVICES Materials, where it is delivered) to the Customer's nominated address, even if the Customer is not present at the address. In the event the Customer (or a representative thereof) is not present at the time of Delivery, COMSLTD's delivery docket remains prima facie evidence of such.
- 6.2 The Customer must take Delivery by receipt of the materials whenever it is tendered for Delivery. In the event that the Customer is unable to take

- Delivery as arranged then COMSLTD shall be entitled to charge a reasonable fee for redelivery or loss of product.
- 6.3 COMSLTD may at times deliver the SERVICES Works/Services in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions as per agreement with the Customer.
- 6.4 Any time specified by COMSLTD for delivery/Installation is an estimate only and COMSLTD will not be liable for any loss or damage incurred by the Customer as a result of Delivery or Installation being late. However, both parties agree that they shall make every endeavour to enable the SERVICES to be supplied/Installed at the time and place as was arranged between both parties. In the event that COMSLTD is unable to supply the SERVICES as agreed solely due to any action or inaction of the Customer then COMSLTD shall be entitled to charge a reasonable fee for re-supplying the SERVICES at a later time and date.
- 6.5 "Wet Hire" means where SERVICES and Equipment is supplied by COMSLTD to the Customer on a hire basis and send an employee to install the equipment, who shall at all times remain an employee of COMSLTD.
- 6.6 In the event of Wet Hire, the operator responsible for the SERVICES and Equipment remains an employee of COMSLTD and shall carry out the SERVICES Works in accordance with the Customer's instructions. COMSLTD shall not be liable for any actions of the operator in following the Customer's express instructions.
- 7. Risk**
- 7.1 The Customer accepts full responsibility for the safekeeping of the Materials and Equipment and indemnifies COMSLTD for all loss theft or damage to the materials or equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Customer.
- 7.2 The Customer will insure, or self-insure, COMSLTD's interest in the SERVICES and Equipment and Materials against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will affect adequate Public Liability Insurance covering any loss, damage or injury to property arising. Further the Customer will not use the equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
- 7.3 Any advice, recommendation, information, assistance or service provided by COMSLTD in relation to SERVICES supplied is given in good faith, is based on COMSLTD's own knowledge and experience and shall be accepted without liability on the part of COMSLTD and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make use of the SERVICES.
- 8. Access and Installation**
- 8.1 The Customer shall ensure that COMSLTD has clear and free access to the nominated delivery address to enable COMSLTD to prepare and install the SERVICES, and COMSLTD agrees at the time of completion thereof to carry out in a reasonable way the clean-up of the site where SERVICES was installed. Furthermore, it is acknowledged that it is unreasonable to expect the clean-up to restore the property/vehicle to its pre-existing condition, especially in the event where holes has to be created due to the works support for the SERVICES, such damage will remain the Customer's responsibility.
- 8.2 It shall be the Customer's responsibility to ensure that where SERVICES will be carried out, COMSLTD shall not be liable for any damage to the site or vehicle (including, without limitation, paint or body damage) unless due to the negligence of COMSLTD.
- 8.3 The Customer shall ensure that the nominated delivery address is cleared and ready for SERVICES Services/ Equipment prior to delivery of the SERVICES / Equipment. The Customer will be liable to COMSLTD for any loss, costs or damages which COMSLTD may suffer or incur by reason of the Customer's failure to carry out its obligations hereunder if COMSLTD is unable or unwilling to install the SERVICES due to the site/Vehicle not being ready as aforesaid. Nevertheless, the Customer shall be liable to pay the costs of the SERVICES on the terms stated herein.
- 8.4 Unless the Customer instructs/directs otherwise, COMSLTD shall place the SERVICES / Equipment at the nominated address at the nearest clear area. COMSLTD shall not be liable for any damages incurred by the Customer or any third party (including damage to property) in following any instructions/directions of the Customer to deliver the SERVICES/Equipment elsewhere. In all cases, the Customer agrees to indemnify COMSLTD against any claims whatsoever made against COMSLTD that arise out of the placement and/or re-positioning of the SERVICES Equipment.
- 9. Title**
- 9.1 The SERVICES/ Materials/ Equipment is and will at all time remain the absolute property of COMSLTD until fully paid for.
- 9.2 If the Customer fails to pay for or return equipment or materials to COMSLTD then COMSLTD or COMSLTD's agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where such is situated and take possession of such, without being responsible for any damage thereby caused.
- 9.3 The Customer is not authorised to pledge COMSLTD's credit for repairs to the SERVICES / Equipment or to create a lien over the SERVICES / Equipment in respect of any repairs.
- 10. Defects**
- 10.1 The Customer shall inspect the SERVICES on delivery and shall, notify COMSLTD of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford COMSLTD an opportunity to inspect the SERVICES within 14 days following delivery if the Customer believes the SERVICES is defective in any way. No Disputes will be entered into if the dispute is not lodged with COMSLTD or If COMSLTD has not been advised of the complaint in writing within 14 days of delivery. If the Customer shall fail to comply with these provisions the SERVICES shall be presumed to be free from any defect or damage. For defective SERVICES, which COMSLTD has agreed in writing that the Customer is entitled to reject, COMSLTD's liability is limited to replacing the SERVICES.
- 11. Customer's Responsibilities**
- 11.1 The Customer shall:
- (a) Maintain the SERVICES / Equipment as is required by COMSLTD until handover is fulfilled.
  - (b) Not move the Equipment once placed in position by COMSLTD, except with the express approval of COMSLTD. Any relocation of the Materials shall attract an additional fee, and all risk for the performance of such shall rest with the Customer.
  - (c) Notify COMSLTD immediately by telephone of the full circumstances of any incident affecting the SERVICES. The Customer is not absolved from the requirements to safeguard the SERVICES by giving such notification.
  - (d) satisfy itself prior to taking delivery of the SERVICES that the SERVICES is suitable for its purposes;
  - (e) Use the SERVICES strictly in accordance with the guidance given by COMSLTD, only for its intended use.
  - (f) Ensure that all persons using the SERVICES are suitably instructed in its proper care.
  - (g) Comply with all occupational health and safety laws.
  - (h) Ensure that no other installations or work is performed near or under the SERVICES after the installation or once the SERVICES is installed.
- 12. Warranty**
- 12.1 No warranty is given by COMSLTD as to the quality or suitability of the SERVICES for any purpose and any implied warranty is expressly excluded. The Customer shall indemnify and hold harmless COMSLTD in respect of all claims arising out of the use of the SERVICES.
- 13. Default and Consequences of Default**
- 13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of 15% (and at COMSLTD's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 13.2 If the Customer owes COMSLTD any money the Customer shall indemnify COMSLTD from and against all costs and disbursements incurred by COMSLTD in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, COMSLTD's collection agency costs, and bank dishonour fees).
- 13.3 The client will automatically waive its right to mediation or to lodge a dispute should any amounts be withheld by the client without giving COMSLTD written notice of the problem within 7 days. The client shall not withhold any payments due to COMSLTD before disputing the work.
- 13.4 Without prejudice to any other remedies COMSLTD may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions COMSLTD may suspend or terminate the supply of SERVICES to the Customer. COMSLTD will not be liable to the Customer for any loss or damage the Customer suffers because COMSLTD has exercised its rights under this clause.
- 13.5 COMSLTD reserves the right to remove from the vehicle or site all materials and equipment related to SERVICES should the customer default its obligations in regard to payment.
- 13.6 Without prejudice to COMSLTD's other remedies at law COMSLTD shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to COMSLTD shall, whether or not due for payment, become immediately payable if:

- (a) Any money payable to COMSLTD becomes overdue, or in COMSLTD's opinion the Customer will be unable to make a payment when it falls due;
  - (b) The Customer becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (c) A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
- 14. Security and Charge**
  - 14.1 In consideration of COMSLTD agreeing to supply the SERVICES, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
  - 14.2 The Customer indemnifies COMSLTD from and against all COMSLTD's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising COMSLTD's rights under this clause.
  - 14.3 COMSLTD will hold the Directors of the Customer's company fully liable for all debt, as such the directors of the Customer's company gives their personal Guarantee for all debts incurred to COMSLTD
- 15. Cancellation**
  - 15.1 COMSLTD may cancel these terms and conditions or cancel delivery of SERVICES at any time before the SERVICES is delivered by giving written notice. On giving such notice COMSLTD shall repay to the Customer any sums paid in respect of the Price. COMSLTD shall not be liable for any loss or damage whatever arising from such cancellation.
  - 15.2 In the event that the Customer wishes to cancel this agreement then the Customer agrees to provide a minimum of seventy-two (72) hours noticed of termination of any Orders, Installations, Services or Hire, by email. The Customer shall remain liable for all charges due up to the time of cancellation until such notice is given.
- 16. Privacy Act 1993**
  - 16.1 The Customer authorises COMSLTD or COMSLTD's agent to:
    - (a) Access, collect, retain and use any information about the Customer;
      - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
      - (ii) For the purpose of marketing products and services to the Customer.
    - (b) Disclose information about the Customer, whether collected by COMSLTD from the Customer directly or obtained by COMSLTD from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
  - 16.2 Where the Customer is an individual the authorities or consents for the purposes of the Privacy Act 1993.
  - 16.3 The Customer shall have the right to request COMSLTD for a copy of the information about the Customer retained by COMSLTD and the right to request COMSLTD to correct any incorrect information about the Customer held by COMSLTD.
- 17. Personal Property Securities Act 1999 ("PPSA")**
  - 17.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
    - (a) These terms and conditions constitute a security agreement for the purposes of the PPSA; and
    - (b) A security interest is taken in all SERVICES previously supplied by COMSLTD to the Customer (if any) and all SERVICES that will be supplied in the future by COMSLTD to the Customer.
  - 17.2 The Customer undertakes to:
    - (a) Sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which COMSLTD may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
    - (b) Indemnify, and upon demand reimburse, COMSLTD for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any SERVICES charged thereby;
    - (c) Not register a financing change statement or a change demand without the prior written consent of COMSLTD.
  - 17.3 COMSLTD and the Customer agree that nothing in sections 114(1) (a), 133 and 134 of the PPSA shall apply to these terms and conditions.
  - 17.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 17.5 Unless otherwise agreed to in writing by COMSLTD, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 17.6 The Customer shall unconditionally ratify any actions taken by COMSLTD.
- 18. Dispute Resolution**
  - 18.1 All disputes and differences between the Customer and COMSLTD touching and concerning this agreement shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.
- 19. Compliance with Laws**
  - 19.1 The Customer and COMSLTD shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the SERVICES including but not limited to, the best practice guidelines for SERVICES as outlined in the guidelines for the general safety and industry standards, and any occupational health and safety laws relating to sites and any other relevant safety standards or legislation.
  - 19.2 COMSLTD has not and will not at any time assume any obligation as the Customer's agent or otherwise which may be imposed upon the Customer from time to time pursuant to the Health & Safety at Work Act 2015 (the "HSW Act") arising out of the engagement. The parties agree that for the purposes of the HSW Act, COMSLTD shall not be the person who controls the place of work in terms of the HSW Act.
- 20. General**
  - 20.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
  - 20.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Hastings Courts of New Zealand.
  - 20.3 COMSLTD shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by COMSLTD of these terms and conditions.
  - 20.4 In the event of any breach of this contract by COMSLTD the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of COMSLTD exceed the Price.
  - 20.5 The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by COMSLTD.
  - 20.6 COMSLTD may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
  - 20.7 COMSLTD reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which COMSLTD notifies the Customer of such change.
  - 20.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
  - 20.9 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision.