

WATERITE

PLUMBING & SEALING

TERMS AND CONDITIONS

(Last Revision: 2024)

These Terms & Conditions (**Terms**) apply to the supply of Services by Waterite Plumbing & Sealing to a Customer from time to time. Any supply of Services by Waterite Plumbing & Sealing to a Customer made after the date of acceptance of these Terms is a supply pursuant to the supply Agreement constituted by these Terms and the relevant order as accepted by Waterite Plumbing & Sealing (**Agreement**).Hi b

1. Interpretation

In these Terms unless the contrary intention appears:

- 1.1 **Waterite** means Waterite Plumbing & Sealing Pty Ltd (Australia) (ACN 616 588 606) trading as Waterite Plumbing & Sealing.
- 1.2 **Additional Charges** means all amounts, other than the Price, payable by the Customer to Waterite arising from or in connection with the supply of the Services, including without limitation all delivery charges, parking fees, replacement part costs, handling and storage charges, GST, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts.
- 1.3 **Collateral** means the Goods where Goods have been supplied, and/or all present and after acquired property with no exceptions of the Customer where services or Equipment have been provided by Waterite to the Customer.
- 1.4 **Customer** means the person to or for whom the Services are to be supplied by Waterite.
- 1.5 **Goods** means any goods, or parts, supplied by Waterite to the Customer for purposes of, or as part of, performing the Services.
- 1.6 **Guarantor** means, where the Customer is a company (whether in its capacity as a trustee company or as the Customer itself), each of the director/s of that company jointly and severally, from time to time.
- 1.7 **Hourly Rate** means the hourly rate set out in a quote prepared by Waterite, if applicable.
- 1.8 **PPSA** means the *Personal Property Securities Act 2009* (Cth).
- 1.9 **Price** means the price payable for the Services as charged by Waterite.
- 1.10 **Services** means the plumbing and sealing services provided by Waterite to the Customer, including but not limited to leak detection, blocked drain clearing, hot water system installation and repair, gas fitting, bathroom repairs, general plumbing maintenance, roof and gutter services, and shower sealing.
- 1.11 **Serviced Property** means the Customer's water pumps, boilers, wastewater treatment systems and/or other plumbing installations which is the subject of the Services, or to which Services have been rendered, or which may be affected by, or relate to, the delivery of the Services.

2. Order for Services

- 2.1 By placing an order for Services or otherwise accepting these Terms or acting in a manner that would indicate acceptance of or acting in a manner consistent with these Terms, you:
 - (a) agree to be bound by the Agreement, including these Terms; and

- (b) warrant that the Customer has the funds necessary to discharge all invoices for the Services, in full, when issued by Waterite and, you personally, when issuing an order as the building or strata manager (if applicable), undertake to pay those invoices at Waterite's request if those invoices are not paid by the relevant due date.
- 2.2 The Agreement supersedes any prior Agreement with Waterite regarding the Services, unless otherwise agreed in writing.
- 2.3 No information or quote which Waterite provides to the Customer regarding the Services constitutes an offer by Waterite to supply the Services to the Customer.
- 2.4 No request for Services by the Customer is binding on Waterite unless accepted by it in writing.
- 2.5 Waterite reserves the right to refuse any order, in full or in part, by notifying the Customer in writing or by delivering the Services to the Customer.
- 2.6 No order which has been accepted in whole or in part by Waterite can be cancelled by the Customer without first obtaining the written approval of Waterite, which it may refuse in its sole discretion. In that event, the Customer will be liable to pay the greater of a cancellation fee of \$300 (excl. GST) or 15% of the quoted Price as a contribution towards Waterite's losses arising from or as a result of that cancellation

3. Warranties and Limitation of Liability

- 3.1 Subject to the clauses 3.2 to 3.5 (inclusive), Waterite provides the following the warranties:
 - (a) On all new plumbing installations, 12 months commencing from the date of installation, provided that Waterite has performed all servicing of that installation from the date of its completion.
 - (b) all other new or replaced parts, manufacturer's warranties (if applicable).
- 3.2 Waterite's liability under the Agreement is limited to the full extent permissible by law and in relation to the Services is, at Waterite's option, limited to either:
 - (a) supplying the Services again; or
 - (b) paying the reasonable costs of having the Services supplied again; or
 - (c) refunding any amounts paid by the Customer to Waterite under this Agreement for any Goods supplied by Waterite as part of the Services and the Customer acknowledges and agrees that its reliance on any warranty in respect of those Goods does not entitle it to withhold payment of the labour component of any invoice issued to it in respect of those Services.
- 3.3 Waterite is not liable for:
 - (a) any parts or materials which fail because of damage or fair wear and tear (including without limitation any "O" rings, gaskets and/or seals); and
 - (b) the efficiency of any on site drainage pipe work and the impact it may have on delivery of the Services, including without limitation the impact on any load/flow testing of pumps.
 - (c) any pre-existing plumbing issues not directly related to the Services provided.
- 3.4 Any warranties implied or granted under the Agreement shall not apply if Waterite has provided advice that is not followed in full by the Customer. To the full extent permitted at law, all other warranties (whether implied or otherwise) not set out in these Terms are excluded from the Agreement.
- 3.5 Waterite is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate Customer for:
 - (a) any increased costs or expenses;

- (b) any loss of profit, revenue, business, contracts or anticipated savings;
 - (c) any loss or expense resulting from a claim by a third party; or
 - (d) any special, indirect or consequential loss or damages of any nature whatsoever;
- caused by Waterite's failure or delay in delivering the Services.

4. Delivery

- 4.1 The dates and times quoted for delivery of the Services are estimates only. Waterite accepts no liability for any failure or delay in delivering the Services by those dates or times. The Customer is not relieved of any obligation to accept and/or pay for the Services because of any delay in delivering the Services.
- 4.2 Waterite will supply the Services on business days between 7:00am and 4:00pm, unless otherwise advised by Waterite.
- 4.3 For emergency services outside of regular business hours, Additional Charges will apply.
- 4.4 The Customer must provide timely access to all locations to which Waterite reasonably requires access to supply the Services. If the Customer is unable to do so, without limiting its other rights, Waterite may charge an additional call out fee to return when such access is available. In addition, if Waterite must collect any keys, passes, access cards or complete any induction or onboarding before being provided access for purposes of delivering the Services, Waterite may (without limiting its other rights) charge an additional fee for that additional attendance.
- 4.5 Before starting delivery of the Services, Waterite will perform a site risk assessment. Waterite will notify the Customer of any hazards which it cannot safely control. The Customer must then take all such steps as are necessary to enable Waterite to safely deliver the Services.
- 4.6 The Services may be delivered in instalments at the discretion of Waterite. If Waterite is unable to deliver the Services in part or solely due to any act or omission by the Customer, then Waterite may charge the Price and refuse to deliver the Services.
- 4.7 The Customer must inspect the Services on completion and notify Waterite within 7 days, in writing, of any evident defect, shortage or failure to comply with the description or quote or relevant accepted order failing which the Customer will be deemed to have accepted the Services as complete and with default.
- 4.8 If requested, the Customer must allow Waterite to inspect the Services and re-deliver/repair the Services.

5. Price and Payment

- 5.1 For clarity, the Price (unless otherwise stated in writing by Waterite):
 - (a) excludes all Additional Charges, such as parking fees and consumables, which shall be charged to the Customer in addition to the Price;
 - (b) assumes that the Services can and will be supplied simultaneously;
 - (c) assumes that the relevant water supply system and/or other services can be shut off promptly and effectively, when required;
 - (d) assumes that no changes are required to the incoming power supply, if applicable; and
 - (e) provided for a pump overhaul assumes that the following major components will be re-used: impeller, shaft, bearing housing and volute housing.
- 5.2 The Customer must pay the Price and the Additional Charges to Waterite by the due date in the Invoice rendered to the Customer, and if no date is provided then upon delivery of the

Services. Waterite reserves the right to require the Customer to pay a deposit or the whole of the Price as a condition of acceptance of the Customer's order.

- 5.3 If a quote indicates that a portion of the Price will be calculated with reference to an Hourly Rate, those Hourly Rates will be proportionately charged for work involving periods of less than one hour and structured in 15 minute units, with 4 units per hour (for example, the time charged for an attendance of up to 15 minutes will be 1 unit and the time charged for an attendance between 15 and 30 minutes will be 2 units). The minimum call-out fee provided for in clause 5.11 will not be proportionately charged.
- 5.4 If the Customer is in default of this Agreement and/or fails to pay any amount payable under the Agreement by the due date for payment, Waterite may, without prejudice to its other rights under this Agreement or at law:
- (a) withhold any further deliveries of Services under the Agreement with the Customer, and/or
 - (b) cancel the Agreement it may have with the Customer for the delivery of Services; and/or
 - (c) charge interest on any overdue amounts at an annual rate equal to 2% above the cash rate specified by the Reserve Bank of Australia's from time to time; and/
 - (d) charge an administrative fee of \$200 for each occasion that they must follow up any outstanding payments; and/or
 - (e) charge to the Customer all costs incurred by Waterite arising from or in connection with the recovery of the outstanding amounts.
- 5.5 All amounts payable by the Customer under the Agreement must be paid without deduction, set-off or counterclaim of any kind.
- 5.6 The Customer must pay the Price together with any Additional Charges to Waterite:
- (a) via direct bank deposit by electronic funds transfer (EFT) (preferred payment method); or
 - (b) by credit card processed by our office (subject to Waterite's prior acceptance of this payment method).
- 5.7 Waterite reserves the right to refuse payment by credit cards in certain instances. If Waterite accepts your payment by way of a major credit or debit card, Waterite reserves the right to charge additional transaction fees for such payments. Further information in this regard may be requested from Waterite at any time.
- 5.8 Waterite will provide on each invoice its nominated bank account details and reference number for payment by direct bank deposit using EFT. To avoid delays in the processing and allocating of payments, the Customer must quote the reference number for such payments.
- 5.9 Waterite reserves the right to vary the Price, if:
- (a) the Customer requests a variation of the Services which Waterite accepts; or
 - (b) additional work or Services are required because of any difficulties identified on commencement of the Services which were not made known to Waterite by the Customer before commencing delivery of the Services (including but not limited to, further faults which are found on disassembly and/or further inspection); or
 - (c) the Services cannot be supplied simultaneously (as assumed by Waterite when accepting an order) and must be supplied in stages; or
 - (d) there is an increase in the cost of labour and/or parts necessary for delivery of the Services which is beyond Waterite's control.
- 5.10 If Waterite is required to store the Customer's Serviced Property or where the Services or the Customer's Serviced Property are not collected within 1 business day of Waterite notifying the

Customer that they are ready for collection, then Waterite (in its sole discretion) may charge a daily storage fee. Without prejudice to those rights, if such Serviced Property is not collected within 3 months, Waterite may regard the Serviced Property as abandoned and either sell the Serviced Property for its own benefit without further notice to the Customer or retain the Serviced Property as its own property and make such use of it as it deems fit. The Customer waives any claim it may have against Waterite in respect of such sale.

- 5.11 For onsite assistance, a minimum call-out fee shall be applicable, which shall be increased for any after-hours callouts, and which shall apply irrespective of whether the repair goes ahead.
- 5.12 If Waterite has been requested by the Customer to diagnose a fault that requires disassembly and/or testing, all associated costs in that regard will be charged to the Customer irrespective of whether the repair goes ahead.
- 5.13 If Waterite is required to deliver the Services at the Customer's nominated address, then the Customer shall be liable for and pay, either:
- (a) all costs incurred by Waterite from the time it departs from, and until it returns to, Waterite's premises (including but not limited to, mileage and time calculated at Waterite's rates, from time to time, and any Services purchased as part of the Services); or
 - (b) such appropriate call out fee as Waterite may determine and quote before providing that Service.

6. Customer's obligations

- 6.1 The Customer must do all such things as may reasonably be required by Waterite to enable it to provide the Services under an Agreement without delay and without incurring any additional costs.
- 6.2 Without limiting clause 6.1, the Customer must procure that the entire system (or such part thereof as may be necessary) is switched off before the Services are due to be performed. The Customer acknowledges and agrees that any Additional Charges incurred by Waterite because it failed to do so, shall be borne entirely by the Customer and the Customer shall have no right to recover any such costs from Waterite.

7. Variations

- 7.1 If the Customer requests a variation to an accepted order for the Services, Waterite may provide a replacement quote (including without limitation any Price variations), but it is not obliged to do so.
- 7.2 If the Customer fails to submit a varied order to Waterite based on that replacement quote within 5 days after receipt of the replacement quote, the Agreement will stand without variation and the parties must perform their respective obligations in accordance with its terms.
- 7.3 If the Customer submits a varied order to Waterite based on that replacement quote within 5 days after receipt of that replacement quote, the Agreement will be varied in accordance with the Customer's order as accepted by Waterite.

8. Service Area and Emergency Services

- 8.1 Waterite Plumbing & Sealing provides services in Sydney, Central Coast, and Blue Mountains areas. Additional travel charges may apply for services outside these areas.
- 8.2 Waterite offers 24/7 emergency plumbing services. Additional charges apply for after-hours emergency callouts.
- 8.3 The Customer acknowledges that emergency services may be subject to availability and prioritisation based on the nature and urgency of the required Services.

9. Retention of Title and Lien

- 9.1 Waterite retains ownership, title and property in all parts supplied by Waterite and in the proceeds of sale of those parts until Waterite receives payment, in full, for the Services and all sums due and owing by the Customer to Waterite on any account.
- 9.2 Waterite exercises a lien over any Serviced Property upon which the Services are performed until such a time as all outstanding amounts payable by the Customer are paid.
- 9.3 The Customer is deemed to be in default immediately upon the happening of any of the following events (without limiting other events which may result in default):
- (a) any payment to Waterite is not made promptly on or before the due date for payment; or
 - (b) the Customer ceases to carry on business, or stops or suspends payment to Waterite (in whole or in part), or states its intention of so doing or is unable to pay its debts as they fall due, or if any cheque or bill of exchange drawn by the Customer payable to Waterite is dishonoured.
- 9.4 If the Customer is in default, then without prejudice to any other rights which Waterite may have at law or under this Agreement, Waterite and/or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer or any premises that contains the relevant parts or Serviced Property for purposes of recovering parts supplied by Waterite or the Serviced Property, and using them as it sees fit; and/or exercising its lien.
- 9.5 If the Customer uses the Serviced Property in some manufacturing or construction process of its own or that of some third party, or sells them, then the Customer must hold a part of the proceeds of such manufacturing or construction or sale process in trust for Waterite. Such part must be no less than the amount owing by the Customer to Waterite at the time of the receipt of such proceeds by the Customer. The Customer will pay Waterite such funds held in trust on the demand of Waterite.

10. Risk

- 10.1 If Waterite retains ownership of the parts under clause 9.1 then, where Waterite is supplying parts only, all risk for the parts shall immediately pass to the Customer on delivery.
- 10.2 The Customer acknowledges that Waterite is only responsible for the Services supplied by Waterite. If any other component in the repaired Serviced Property fails, Waterite shall not be liable for any loss or damage to the Serviced Property or to the Services that is caused, directly or indirectly, by the failed component.
- 10.3 Irrespective of whether the Customer orders Waterite to fully repair the Serviced Property and any other assertion to the contrary, Waterite does not warrant that its Services will result in the Serviced Property being in a fully functioning condition. If Waterite has made its best efforts to repair the Serviced Property, the Price and any applicable Additional Charges are still due and payable.
- 10.4 Waterite shall not be liable for any loss of or damage to the Serviced Property while it is being serviced or operated as part of or in connection with the Services, unless caused by the wilful negligence of Waterite or its employees.
- 10.5 The Customer acknowledges and agrees that the Serviced Property is at all times stored and repaired at the Customer's sole risk.
- 10.6 The Customer indemnifies and is responsible for all damage or loss to property or personnel of Waterite whilst they are on the Customer's site, unless caused by the wilful negligence of Waterite or its employees.

11. PPSA

- 11.1 Defined terms in this clause 11 have the same meaning as given to them in the PPSA.

- 11.2 Waterite and the Customer acknowledge that these Terms constitute a Security Agreement and entitle Waterite to claim:
- (a) a Purchase Money Security Interest (**PMSI**) in favour of Waterite over the Collateral supplied or to be supplied to the Customer as Grantor pursuant to these Terms; and
 - (b) a security interest over the proceeds of sale of the Collateral referred to in clause 11.2(a) as original collateral.
- 11.3 The Goods supplied as part of the Services under the Agreement fall within the PPSA classification of "Other Goods" acquired by the Customer pursuant to the Agreement.
- 11.4 The Proceeds of sale of the Collateral referred to in clause 11.211.2(a) falls within the PPSA classification of "Account".
- 11.5 Waterite and the Customer acknowledge and agree that Waterite, as Secured Party, is entitled to register its Security Interest in the Collateral supplied or to be supplied to Customer pursuant to the Agreement and in the relevant Proceeds.
- 11.6 To the extent permissible at law, the Customer:
- (a) waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer to Waterite.
 - (b) agrees to indemnify Waterite on demand for all costs and expenses, including legal costs and expenses on a solicitor / Customer basis, associated with the:
 - (i) registration or amendment or discharge of any Financing Statement registered by or on behalf of Waterite; and
 - (ii) enforcement or attempted enforcement of any Security Interest granted to Waterite by the Customer;
 - (c) agrees that sections 130 and 143 of the PPSA will not apply to the Agreement or the Security under the Agreement;
 - (d) agrees to waive its right to do any of the following under the PPSA:
 - (i) receive notice of removal of an Accession under section 95;
 - (ii) receive notice of an intention to seize Collateral under section 123;
 - (iii) object to the purchase of the Collateral by the Secured Party under section 129;
 - (iv) receive notice of disposal of Collateral under section 130;
 - (v) receive a Statement of Account if there is no disposal under section 132(4);
 - (vi) receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged;
 - (vii) receive notice of retention of Collateral under section 135;
 - (viii) redeem the Collateral under section 142; and
 - (ix) reinstate the Security Agreement under section 143.

11.7 All payments received from the Customer must be applied in accordance with section 14(6) (c) of the PPSA.

12. Guarantee

- 12.1 In consideration of Waterite entering into an Agreement with the Customer, the Guarantor hereby:
- (a) guarantees to Waterite the due and punctual payment of all moneys covenanted in an Agreement or agreed to be paid, and the due and punctual observance and performance and observance by the Customer of all the Terms; and
 - (b) indemnifies Waterite and agrees at all times hereafter to keep Waterite indemnified from and against all claims, demands, actions, suits and proceedings and all costs (including legal costs and disbursements on a full indemnity basis), expenses, loss and damage made against, suffered, paid or incurred by Waterite consequent upon or arising directly or indirectly of any breach, non-observance or non-performance by the Customer of any of the Terms; and
 - (c) charges all real property both present and future and wheresoever situated with the amount of indebtedness owed to Waterite on any account whatsoever, and shall immediately upon demand being made by Waterite sign all documents and do all things that Waterite may reasonably require to be signed and done to further secure to Waterite the amount of such indebtedness to Waterite including, without limitation mortgages of real property, and consents to caveats that Waterite may wish to lodge against any dealings in any real property of the Guarantor's and further undertakes not to object to the lodging of such caveat or charge or take any steps to remove any such caveat.
- 12.2 The Guarantor agrees that:
- (a) the guarantee and indemnity in this clause 12 shall not be prejudicially affected by any other security or guarantee given in favour of Waterite;
 - (b) the guarantee and indemnity shall be a continuing guarantee and indemnity and shall be irrevocable and remain in full force and effect until the due and complete performance of all the Customer's obligations to Waterite;
 - (c) the liability of the Guarantor shall not be affected by:
 - (i) any variation, amendment or addition to the Terms or an Agreement (whether with or without the consent or knowledge of the Guarantor);
 - (ii) any determination of an Agreement (whether by effluxion of time, re-entry, forfeiture, surrender or otherwise);
 - (iii) any absolute or partial release of the Customer or any Guarantor or any compromise with the customer or any Guarantor; or
 - (iv) any exercise or purported exercise by Waterite of any of its other rights under the Terms or an Agreement;
 - (v) any other act, matter or thing that may or would otherwise prevent Waterite from relying upon the guarantee and indemnity given by a Guarantor.
 - (d) if there is more than one person forming the Guarantor, this guarantee and indemnity is given by those persons jointly and severally;
 - (e) despite any other terms contained in an Agreement to the contrary, if these Terms or an Agreement is terminated or becomes or is rendered void, voidable, unenforceable or in any way inoperative in whole or in part, the liability of the Guarantor shall remain as if the Terms or an Agreement remained in force to the extent required to cover the

performance of any obligations pursuant to the provisions of this guarantee and indemnity; and

- (f) if the Customer becomes bankrupt or goes into liquidation and the trustee or liquidator disclaims the Terms or an Agreement, the obligations of the Guarantor contained in this clause 12 shall extend to any loss or damage suffered or incurred by Waterite as a result of such disclaimer and Waterite shall not be required, before calling upon the Guarantor to make good such loss or damage, to prove or take any other steps in the bankruptcy or liquidation.

13. Cancellation

Waterite may cancel the Agreement at any time prior to providing the Services to the Customer. Waterite shall not be liable for any loss or damages whatsoever arising from such cancellation.

14. Unpaid Seller's Lien

- 14.1 If the Customer has left any item/s (including any Serviced Property) with Waterite for repair, modification, exchange or for Waterite to perform any other service in relation to the item/s and Waterite has not received all moneys owing to it by the Customer under the Agreement, then until all such moneys are paid to it in full, Waterite shall have:
 - (a) a lien over those item/s; and
 - (b) the right to retain, sell or dispose of those item/s, provided that such sale or disposal is undertaken in accordance with any applicable legislation.
- 14.2 The lien of Waterite shall continue despite the commencement of any proceedings or judgment for any moneys owing to Waterite having been obtained against the Customer.

15. Trustee Capacity

- 15.1 If the Customer is the trustee of a trust (whether disclosed to Waterite or not), the Customer warrants to Waterite that:
 - (a) the Customer enters into this Agreement in both its capacity as trustee and in its personal capacity;
 - (b) the Customer has the right to be indemnified out of trust assets;
 - (c) the Customer has the power under the trust deed to enter into this Agreement; and
 - (d) the Customer will not retire as trustee of the trust or appoint any new or additional trustee without first advising Waterite in writing.

16. Force Majeure

To the maximum extent permitted by law, and without limiting any other provision of the Agreement, Waterite is not liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond Waterite's reasonable control, and Waterite is entitled to a reasonable extension of time for the performance of such obligations.

17. Indemnity

To the full extent permitted by law, the Customer indemnifies and keeps Waterite indemnified from and against any liability, losses and/or damages which Waterite may sustain arising directly or indirectly from or in connection with any breach of any of the Agreement by the Customer and/or its representatives.

18. Non-disparagement

- 18.1 The Customer must not make, express, transmit, speak, write, verbalise or otherwise communicate in any way any remark, comment, message, information, declaration, communication or other statement of any kind (whether verbal, in writing, electronically transferred or otherwise) that might reasonably be construed to be critical of, or derogatory or negative towards, Waterite; or cause, further, assist, solicit, encourage or knowingly permit any other person to do so, or otherwise support or participate in any other person doing so.
- 18.2 The Customer acknowledges that to provide the Services, Waterite may need to assess, provide opinions and give advice on works conducted by others. Such advice is not intended to be disparaging of any other parties and is given only as a necessary first step to quoting for and providing the Services.

19. Non-solicitation

- 19.1 The Customer must not directly or indirectly interfere with or disrupt, or attempt to interfere with or disrupt, any relationship between Waterite and any of its suppliers or prospective suppliers; or induce, encourage or solicit any of Waterite's officers, employees, contractors or agents to cease their employment, engagement or agency with Waterite.

20. General

- 20.1 The Agreement, including these Terms is to be construed in accordance with the laws of the State of New South Wales and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect to any proceedings in connection with the Agreement.
- 20.2 These Terms read with the relevant order contain all the terms and conditions of the Agreement between the parties regarding the Services and may only be varied by Agreement in writing between the parties.
- 20.3 Any terms or conditions found to be void, unenforceable or illegal may, to that extent, be severed from the Agreement.
- 20.4 No waiver or failure to exercise a right or remedy by Waterite will be considered to imply or constitute a further waiver by Waterite of the same or any other term, condition, right or remedy.
- 20.5 Waterite may, in its sole discretion, licence, sub-contract or assign all or any part of its rights and/or obligations under the Agreement without first being required to obtain the Customer's consent.
- 20.6 The Customer may not transfer any rights and/or obligations under the Agreement without Waterite's prior written consent on each occasion.
- 20.7 The Customer acknowledges and agrees that Waterite may:
- (a) retain any components replaced during the provision of the Services; and
 - (b) retain all proceeds obtained from the sale of such components; and
 - (c) take photos of any Services (including photos of the Serviced Property) and use them in promotional and/or other material used by Waterite.
- 20.8 The Customer and Guarantor each warrant that they have had sought and received independent legal advice in respect to this Agreement, or have otherwise waived their right to do so.