

Trading Terms for Members

1. Definitions and interpretation

1.1 Definitions

In these Terms:

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, New South Wales;

Buyer means a Buyer (or any person acting on behalf of and with the authority of the Buyer) who is registered on the HiveXchange services platform and who makes a specific offer to buy Goods which is accepted by a Seller;

Sale means a supply of Goods facilitated through the HiveXchange services platform that:

- (a) is agreed between the Buyer and the Seller on the HiveXchange services platform on the terms and conditions set out in these Trading Terms;
- (b) involves an agreement between the Buyer and Seller created as a result of communications on the HiveXchange services platform;
- (c) may contain special terms relating to payment or any other matters recorded on the HiveXchange services platform and in the Order provided that the other matters are not inconsistent with these Trading Terms; and
- (d) occurs as a result of an Order;

Goods means the produce supplied or to be supplied by the Seller as described in the Order;

HiveXchange means HiveXchange Pty Ltd ACN 608 448 246;

Order means the specific order created by HiveXchange services platform with a unique identifier as a result of an offer and an acceptance between the Seller and the Buyer for the Sale and purchase of Goods;

Member means a member of HiveXchange who has completed an application for registration on the HiveXchange services platform and has been issued with a unique password by HiveXchange;

HiveXchange services platform means the trading and support services provided by the HiveXchange, accessible through the website www.hivexchange.com.au or www.hivefloor.com.au or the HiveXpress mobile app or or via HiveXchange marketing and brokering services.

HiveXchange light version means the digital catalogue and communication platform provided by the HiveXchange, accessible through the website www.hivexchange.com.au or www.hivefloor.com.au or via the HiveXchange mobile app. It has limited functionality and does not provide an order and trade management framework for transacting business. It is exclusively designed as a digital catalogue service to enable promotion of product.

Price means the price payable for the Goods as agreed between the Seller and the Buyer and set out in the Order;

PPSA means the *Personal Property Securities Act 2009* (Cth);

PPSA Proceeds means all proceeds (within the meaning of section 31 of the PPSA) arising from any sale of, disposal of or other dealing of any nature with the Goods, including any debts or accounts, cash or cash equivalent;

Relevant Laws means:

- (a) the *Competition and Consumer Act 2010* (Cth);
- (e) the *Competition and Consumer (Industry Codes—Horticulture) Regulations 2017* (Cth); and
- (f) the Fair Trading Act in each State or Territory in which the Buyer or the Seller is located (as applicable);

Security Interest has the meaning given in section 12 of the PPSA;

Seller means a Seller (or any person acting on behalf of and with the authority of the Seller) who registered on the HiveXchange services platform and who offers to sell produce on the HiveXchange services platform;

Trading Terms means the terms and conditions which apply to each Sale on the HiveXchange services platform;

2. HiveXchange light version and Trading Terms

- (a) The HiveXchange light version is a digital catalogue that enables members to promote what they have for sale and to enable communication between buyer and seller.
- (b) The HiveXchange light version is exclusively a tool for promoting what is on offer. It is not a tool for taking or receiving offers.
- (b) If an order for Goods does take place through the communication channels provided, the terms of sale must be agreed separately between the buyer and seller.
- (c) It is the sellers responsibility, exclusively, to make these terms of sale clear. The HiveXchange makes no warranty or claim on any transaction that is made using the HiveXchange light version.

3. HiveXchange services platform and Trading Terms

- (a) The HiveXchange services platform is a digital wholesale marketplace that enables Members to buy and sell produce.
- (b) These Trading Terms apply to any Order for Goods generated through the HiveXchange services platform.

4. Orders – HiveXchange Services Platform only.

- (a) A Seller offers its Goods for sale for a price on the HiveXchange services platform.
- (b) A Buyer can accept a Seller's offer for sale of Goods or counter offer a different price or terms.
- (c) Once offer and acceptance occurs on the HiveXchange services platform in relation to designated Goods the HiveXchange services platform generates an Order which is sent to the Seller and the Buyer. The Order, once sent to the Seller and the Buyer, is binding on the Seller and the Buyer and gives rise to a Sale.

5. Price and Payment - HiveXchange Services Platform only.

- (a) The Price for the relevant Goods shall be the price agreed between the Buyer and the Seller as set out in the Order.
- (b) Unless the costs of delivery are specifically included in the Price and in the relevant Order, such costs are in addition to the Price and will be payable by the Buyer.
- (c) Unless the Order provides otherwise
 - (i) payment for the supply of Goods is due on the date which is the later of the date which is 21 days after the date of shipping of the Goods and entry of shipping details onto the HiveXchange services platform in accordance with Clause 5(a) or the date which is 14 days after acceptance of the Goods by the Buyer in accordance with Clause 5(e);
 - (ii) payment must be made by direct credit to the bank account nominated in the Order; and
 - (iii) applicable taxes and duties (other than GST) shall be added to the Price, except when they are expressly included in the Price as set out in the Order.
- (d) HiveXchange must pay to the Seller the Price and all other monies required under the Order or under these Trading Terms at the time and in the manner determined in accordance with Clause 4(c) above. Such payment must be made by HiveXchange notwithstanding any delay in payment by the Buyer under Clause 4(e).
- (e) The Buyer must pay to HiveXchange the Price and all other monies required under the Order or under these Trading Terms on the date which is 14 days after acceptance of those Goods by the Buyer in accordance with Clause 5(e).

6. Delivery and Acceptance of Goods - HiveXchange Services Platform only.

- (a) Delivery of the Goods shall take place in the manner and at the address nominated in the Order. At the time the Goods are shipped in the manner set out in the Order the Seller must complete the relevant shipping details on the HiveXchange services platform. Until these shipping details are completed the time for payment of the Goods in accordance with Clause 4(c) will not commence.

- (b) The Buyer shall make all arrangements necessary to take delivery of the Goods in the manner and at the address nominated in the Order.
- (c) If the Buyer is unable to take delivery of the Goods as specified in the Order, then the Seller may charge additional reasonable fees to the Buyer for extra costs involved in delivery and storage of the Goods.
- (d) The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the Order.
- (e) The Buyer must inspect the Goods promptly following delivery and must within 48 hours of delivery (time being of the essence) notify the Seller that it accepts or rejects the Goods. If no notification is given within 48 hours the Buyer is deemed to have accepted the Goods on the date of delivery and the Goods are deemed to be free from any defects. The Buyer may only reject the Goods in accordance with Clause 10.

7. Title and Risk - HiveXchange Services Platform only.

- (a) The Seller agrees that ownership of and title to the Goods passes from the Seller to HiveXchange at the time when:
 - (i) the Buyer has accepted the Goods or is deemed to have accepted the Goods in accordance with Clause 5(e); and
 - (ii) the Buyer has satisfied all other obligations of the Buyer to be satisfied in accordance with the Order or these Trading Terms (other than the payment obligation in Clause 4(e)).

Until such time, the Seller will continue to be the owner of the Goods.

- (b) Ownership of and title to the Goods passes from HiveXchange to the Buyer at the time when the Buyer pays to HiveXchange the full Price in accordance with Clause 4(e).
- (c) Risk in respect of the Goods passes to the Buyer on delivery in accordance with clause 6.
- (d) In the event of any dispute in relation to the quality of the Goods and until such time as ownership of and title to the Goods passes to HiveXchange or the Buyer, the Seller may give notice in writing to the Buyer to return the Goods or any part of them to the Seller or a Seller's nominated receiver. Upon receipt of such notice the Buyer must return the Goods and it has no further interest whatsoever in the Goods.
- (e) Until ownership of and title in the Goods has passed to the Buyer:-
 - (i) the Goods must be properly stored and cared for by the Buyer and maintained in good condition; and
 - (ii) the Goods must be stored separately to enable them to be readily identified as property of the Seller or HiveXchange (as the case may be) and cross-referenced to particular Orders.
 - (iii) the Buyer must, upon request, deliver the Goods to HiveXchange or its nominated entity. If the Buyer fails to do so HiveXchange may enter or any premises owned, occupied or controlled by the Buyer where the

Goods are located or stored (or reasonably believed to be located or stored) and repossess the Goods.

8. Security - HiveXchange Services Platform only.

8.1 PPSA Proceeds

- (a) If the Buyer sells or otherwise deals with or disposes of the Goods before the Buyer has paid HiveXchange in accordance with Clause 4(e) then:
- (i) if the Buyer receives PPSA Proceeds in the form of cash from such sale, dealing or disposal:
- (A) the PPSA Proceeds for those Goods must be held by the Buyer in a separate identifiable bank account on trust for HiveXchange; and
- (B) the Buyer, on demand by HiveXchange, must account to HiveXchange out of the PPSA Proceeds the amount payable in respect of the Goods
- (ii) if the Buyer receives PPSA Proceeds in a form other than cash from such sale, dealing or disposal, the PPSA Proceeds must be held by the Buyer on trust for HiveXchange and the Buyer must comply with Clause 6(e) in respect of the PPSA Proceeds, and references to "Goods" in such clause must be read as "PPSA Proceeds",
- and the Buyer must continue to do so until all of its liabilities of the Buyer to HiveXchange have been satisfactorily discharged.

8.2 Security Interest

- (a) Unless defined below or in clause 1.1, terms used in this Clause 7 have the meaning given to them in the PPSA.
- (b) To the extent permitted by Law, the Buyer and the Seller agrees that:
- (i) the provisions of Clause 7.1 create a Security Interest granted by the Buyer in favour of HiveXchange for the purposes of the PPSA; and
- (ii) HiveXchange may register or give any notification in connection with its Security Interest and exercise its rights in connection with the Security Interest:
- (A) as a Purchase Money Security Interest; and
- (B) on an "indefinite" basis on the Register in accordance with the PPSA.
- (c) The Buyer must at its expense do anything (including executing any new document or agreement, obtaining consents and supplying information) that:
- (i) HiveXchange requires to:
- (A) ensure that any Security Interest is enforceable, perfected and otherwise effective;

- (B) register, or give any notification in connection with, any Security Interest in order to confer the priority the Seller requires; or
- (C) exercise rights in connection with the Security Interest; or
- (ii) HiveXchange considers necessary to ensure that its rights and obligations are not adversely affected, or that its position is improved.
- (d) The Buyer and HiveXchange contract out of Sections 95, 96, 117, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142, 143 and 157 of the PPSA. For the avoidance of doubt, the Buyer and HiveXchange contract out of the Buyer's rights to (and the Buyer waives its rights to):
 - (i) not have Goods damaged when HiveXchange (or any person on its behalf) removes an accession under Part 3.3 of the PPSA;
 - (ii) refuse permission to remove an accession under Section 94 of the PPSA;
 - (iii) receive notice of the removal of an accession under Section 95 of the PPSA;
 - (iv) apply to the court for an order concerning the removal of an accession under Section 97 of the PPSA;
 - (v) receive notice of HiveXchange's proposal to retain charged property under Section 134(2) of the PPSA;
 - (vi) object to HiveXchange's proposal to dispose of or retain any charged property under Section 137 of the PPSA; and
 - (vii) receive a copy of a verification statement in accordance with Section 157 of the PPSA.
- (e) Where HiveXchange has rights in addition to, or existing separately from, those in Chapter 4 of the PPSA, those rights will continue to apply and are not limited or excluded (or otherwise adversely affected) by any right provided by this clause or by Law.
- (f) The Buyer must notify HiveXchange immediately of any change in its name, address, and any other information provided to HiveXchange or the Seller to enable HiveXchange to register a financing change statement under the PPSA if required.
- (g) The Buyer and HiveXchange agree that the subject matter referred to in Section 275(1) of the PPSA is confidential and each party must not disclose any such information to a third party.

9. Insurance - HiveXchange Services Platform only.

- (a) The Buyer must hold adequate insurance in respect of the Goods covering fire, theft and accidental damage from time that the Goods are delivered to the Buyer, until ownership of and title to the Goods passes to the Buyer in accordance with Clause 6(b).
- (b) Details of the Buyer's insurer and the maximum amount of the required insurance cover must be supplied to the Seller or HiveXchange upon request.

10. Defects - HiveXchange Services Platform only.

- (a) The Buyer shall inspect the Goods on delivery and shall notify the Seller and HiveXchange in writing of any alleged defect, shortage in quantity, damage or failure to comply with the Order no later than forty-eight (48) hours after delivery (time being of the essence). If the Buyer fails to notify the Seller within forty-eight (48) hours it shall be deemed to have accepted the Goods and shall not be entitled to raise any objection or make any claim in relation to the Goods.
- (b) Subject to the Relevant Laws, the Buyer may only reject the Goods if they do not meet the advertised produce type, quantity, or specifications, or delivery commitments as stated on the relevant Order. As a guide the freshspecs for fresh produce <http://freshmarkets.com.au/fresh-specs/> shall be used as a benchmark for an acceptable consignment of produce.
- (c) If the Buyer decides to reject the Goods (or part of them), the Buyer must, on the HiveXchange services platform, provide written notification of the rejection and explain in full the issue with the Goods, confirm an inspection has taken place, provide photographic evidence of the problems, and detail the remedies sought by the Buyer. The HiveXchange services platform will then time stamp the notification and maintain a record of same.
- (d) The Buyer shall afford the Seller, or the Seller's representative, an opportunity to inspect the Goods at any time following delivery if the Buyer believes the Goods are defective in any way. Those requests must be made in writing by the Seller, and the Buyer must respond in good faith.
- (e) If the Buyer fails to comply with these provisions, the Goods shall be presumed to be free from any defect or damage.
- (f) For defective Goods that the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to the value of those Goods as set out in the Order.
- (g) If those defective Goods are a reasonably significant proportion of the Goods specified in the Order, the Buyer is entitled to reject all Goods with the Seller's liability limited to the Price payable for the Goods as set out in the Order.
- (h) In the event that the Buyer and the Seller are unable to agree on the matters in dispute within forty-eight (48) hours of the notification of defects by the Buyer to the Seller and HiveXchange then the parties must follow the dispute resolution process set out in the Horticulture Code of Conduct set out in Part 5 of the Competition and Consumer (Industry Codes – Horticulture) Regulation 2017.

11. Returns - HiveXchange Services Platform only.

Returns of Goods will only be accepted by the Seller if the following have been satisfied:

- (a) The Buyer has complied with the provisions of Clause 9;
- (b) The Buyer has stored the Good in a reasonably appropriate manner; and
- (c) The Seller will not be liable for Goods which have not been stored in a reasonably appropriate manner.

12. Defaults & Consequences of Default

- (a) Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two percent (2%) per calendar month and such interest shall compound monthly at such a rate both before and after any judgement.
- (b) If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify HiveXchange from and against all costs and disbursements incurred by HiveXchange in pursuing payment including legal costs on an indemnify basis and HiveXchange's collection agency costs.
- (c) Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation, the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under these Trading Terms. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller has exercised its rights under this clause.
- (d) In the event that the Buyer cancels the Order the Buyer shall be liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.
- (e) In the event of any breach of these Trading Terms by the Seller, the remedies of the Buyer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
- (f) Any insolvency of the Buyer will not relieve the Buyer from any obligations the Buyer has to the Seller or HiveXchange under these Trading Terms.

13. Force majeure

- (a) Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party (**Force Majeure Event**) provided that the party effected by the Force Majeure Event must do all reasonable things to minimise the impact of the Force Majeure Event.
- (b) If a Force Majeure Event occurs and the Seller is unable to deliver the Goods (or any of them) within a reasonable period of the due date for delivery set out in the Order or at all then:
 - (i) the Seller must promptly notify the Buyer and HiveXchange in writing;
 - (ii) HiveXchange will cancel the Order and no Sale shall proceed. This cancellation will be recorded in the audit log of the accounts for both the Buyer and Seller on the HiveXchange services platform; and
 - (iii) The Buyer and the Seller will not have any recourse against the other or HiveXchange as a result of a Force Majeure Event.
 - (iv) The Goods must be dealt with at the cost and direction of the Seller who at that time will be the owner of the Goods.

14. Privacy Act 1988

The Buyer consents to HiveXchange obtaining from a credit reporting agency a credit report containing credit information about the Buyer. The Seller and the Buyer acknowledge and agree that they have read and accepted the HiveXchange Privacy Policy which is contained on its website.

15. GST

15.1 Definitions

Words or expressions used in this Clause 14 shall have the meanings given to those words or expressions in the A New Tax System (Goods and Services Tax) Act 1999 (**GST Act**) unless these Trading Terms clearly require otherwise.

15.2 Consideration is GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with these Trading Terms are exclusive of GST.

15.3 Payment of GST

- (a) If GST is imposed on any Supply made under or in accordance with these Trading Terms, the Recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Supply at or before the time of payment.
- (b) Payment of the additional amount must be made at the same time and in the same manner as payment for the Taxable Supply is required to be made in accordance with these Trading Terms.

15.4 Reimbursement of expenses

If these Trading Terms require a party (the **First Party**) to pay for, reimburse, set off or contribute to any expense, loss or outgoing (**Reimbursable Expense**) suffered or incurred by the other party (the **Other Party**), the amount required to be paid, reimbursed, set off or contributed by the First Party will be the sum of:

- (a) the amount of the Reimbursable Expense net of Input Tax Credits (if any) to which the Other Party is entitled in respect of the Reimbursable Expense (**Net Amount**); and
- (b) if the Other Party's recovery from the First Party is a Taxable Supply, any GST payable in respect of that Supply,

such that after the Other Party meets the GST liability, it retains the Net Amount.

2. Disclaimer

- (a) HiveXchange is not responsible for any claims or complaints about a Buyer or a Seller or the Goods provided by a Seller, nor disputes between Members about their terms and conditions of trade (if any). HiveXchange does not warrant that any Goods supplied by a Seller are of a particular standard or are safe and fit for consumption or comply with any particular standards or requirements.

- (b) Members must satisfy themselves as to the accuracy of content of the HiveXchange services platform by making whatever enquiries they deem relevant or necessary. Members are solely responsible for managing the security of their passwords and access to the HiveXchange services platform. Members must manage their own password security, account closures, authorised users and other use of the HiveXchange services platform.
- (c) Any service information or content (collectively referred to as “**Content**”) provided via the HiveXchange services platform is provided solely as a convenience to Members for general informational purposes only and that it is not intended to be specific commercial, financial, investment, accounting, tax or legal advice.
- (d) Members must not use the Content for the purposes of resale, distribution, public display or performance or any other use by Members in any form or manner without HiveXchange’s prior written consent.
- (e) Members acknowledge and agree that the HiveXchange services platform may use Content provided by third party providers and that HiveXchange makes no representation or warranties as to the completeness, accuracy or appropriateness of that Content. Members agree that all risk associated with the use of, reliance on, any of the Content provided in the HiveXchange services platform rests on the Member.
- (f) Neither HiveXchange nor any of its respective directors, officers, employees, contractors or agents, makes any representation or warranty as to the accuracy, completeness, currency or reliability of any content or other information contained on the HiveXchange services platform (including in relation to any Goods).
- (g) Members use HiveXchange and the HiveXchange services platform at their own risk. Members must not make any derogatory, abusive or discriminatory comments on the HiveXchange services platform. If they do so their access to the HiveXchange services platform may be blocked, suspended or cancelled.
- (h) HiveXchange does not warrant or represent that the HiveXchange services platform is fit for any purpose and makes no guarantees as to the reliability, timeliness, quality, suitability of the HiveXchange services platform for your intended use.
- (i) To the extent permitted by law, HiveXchange makes no express or implied warranties, terms and/or conditions (including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement.)
- (j) HiveXchange (including its affiliates, parent, associated entities) to the extent permitted by law is not liable, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:
 - (i) use or inability to use the HiveXchange services platform;
 - (ii) disruptions to the HiveXchange services platform;

- (iii) malicious software obtained by accessing the HiveXchange services platform;
- (iv) damage to hardware from accessing the HiveXchange services platform; and
- (v) representations, misrepresentations, actions or inactions of third parties (which for the avoidance of doubt include Members).

16. Limitation of liability

- (a) Subject to this clause 16, HiveXchange will not be liable to Members for any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data, loss of reputation or loss of revenue (irrespective of whether the loss or damage is caused by or relates to breach of contract, tort (including negligence), statute or otherwise) arising in connection with the HiveXchange services platform, the Content, all links to or from the HiveXchange services platform or the Goods advertised on or purchased from the Website.
- (b) Subject to clause 16(c) the maximum aggregate liability of HiveXchange for all proven losses, damages, costs, expenses and claims arising out of or in connection with these Trading Terms, whether arising in or under contract (including for liability under an indemnity), statute, tort (including negligence), equity or otherwise at law, is limited to \$100.
- (c) Nothing in these Trading Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on Members by the Relevant Laws or any other applicable law that cannot be excluded, restricted or modified by agreement.

17. Variation

- (a) HiveXchange may amend these Trading Terms from time to time and it is Members' responsibility to check and read these Trading Terms regularly. Members' use of the HiveXchange services platform will be governed by the most recent terms posted on the HiveXchange services platform. By continuing to use the HiveXchange services platform, Members agree to be bound by the most recent Trading Terms posted on the HiveXchange services platform.
- (b) Any variation to the terms of an Order, including as to Price, payment terms, delivery or otherwise, must be agreed between the Buyer and Seller and notified to HiveXchange via the HiveXchange services platform.

18. General

- (a) Any provision of these Trading Terms which is invalid in any jurisdiction must, in relation to that jurisdiction:
 - (i) be read down to the extent necessary to achieve its validity, if applicable; and
 - (ii) be severed from these Trading Terms in any other case,

without invalidating or affecting the remaining provisions of these Trading Terms or the validity of that provision in any other jurisdictions.

- (b) These Trading Terms, any Sale and any contract to which the Trading Terms apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.
- (c) The Buyer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Buyer by the Seller on any account whatsoever.
- (d) Unless these Trading Terms expressly provides otherwise, nothing in these Trading Terms may be construed as creating a relationship of partnership, of principal and agent, of trustee and beneficiary or employer and employee.
- (e) The Buyer shall give the Seller and HiveXchange not less than fourteen (14) days prior written notice of any proposed change of ownership of the Buyer or the Buyer's business or any change in the Buyer's name or address. The Buyer shall be liable for any loss incurred by the Seller as a result of the Buyer's failure to comply with this clause.
- (f) A right in favour of a Seller, a Buyer or the HiveXchange under these Trading Terms may be waived prospectively or retrospectively by writing signed the party who have the benefit of that right. No other act, omission or delay by a party will constitute a waiver of that right.

19.1 Interpretation

In these Trading Terms, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (g) a gender includes the other genders;
- (h) the headings are used for convenience only and do not affect the interpretation of these Trading Terms;
- (i) other grammatical forms of defined words or expressions have corresponding meanings;
- (j) a reference to a document includes the document as modified from time to time and any document replacing it;
- (k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (l) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any body or entity whether incorporated or not;
- (m) the word "month" means calendar month and the word "year" means 12 months;
- (n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

- (o) a reference to a thing includes a part of that thing;
- (p) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (q) wherever "include", "for example" or any form of those words or similar expressions are used, it must be construed as if it were followed by "(without being limited to)";
- (r) money amounts are stated in Australian currency unless otherwise specified; and
- (s) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body.

19.2 Relevant Laws

Nothing in these Trading Terms is intended to have the effect of contracting out of any applicable provisions of the Relevant Laws, except to the extent permitted by those Relevant Laws.