

BINDER GROUP PTY LTD

TERMS OF TRADE

(Version March 2014)

1. THE AGREEMENT

1.1 These Terms of Trade together with:

- (a) Any Application completed by the Customer and submitted to the Binder Group and accepted by the Binder Group;
- (b) Any Guarantee provided in favour of the Binder Group for the provision of Goods or Services to the Customer;
- (c) Any Sales Invoice issued to the Customer by the Binder Group;
- (d) Any Special Conditions contained in the Sales Invoice or otherwise issued by the Binder Group to the Customer;
- (e) Any purchase order issued by the Customer and accepted in writing by the Binder Group.
- (f) Any Quotation provided by the Binder Group

together make up the agreement for the supply of Goods and /or Services from the Binder Group to the Customer ("the Agreement").

1.2 These Terms of Trade shall apply to the supply of all Goods and/or Services from the Binder Group to the Customer and by accepting Goods from the Binder Group the Customer agrees to be bound by these Terms of Trade.

2. DEFINITIONS

2.1 In these Terms of Trade, unless the context otherwise requires:

- (a) **"Application"** means an application for a credit account with the Binder Group completed and submitted by the Customer to the Binder Group and accepted by the Binder Group;
- (b) **"Applicant"** means the person or entity who submitted an Application to Binder Group;
- (c) **"Customer"** means the person, firm, organisation, partnership, corporation, trust or other entity accepting Goods from the Binder Group and includes the Applicant;
- (d) **"Binder Group"** means Binder Group Pty Ltd (ACN 009 047 607) its successors and assigns;
- (e) **"Goods"** means any goods supplied by the Binder Group to the Customer and includes the "Services" where the context allows;
- (f) **"Guarantee"** means a guarantee granted in favour of the Binder Group guaranteeing (amongst other things) payment of all monies payable by the Customer to the Binder Group;
- (g) **"Quotation"** means a quotation provided by Binder Group for the Goods and accepted in writing by the Customer.
- (h) **"Sales Invoice"** means the sales invoice issued by the Binder Group to the Customer from the Goods;
- (i) **"Services"** means any service provided by the Binder Group to the Customer;
- (j) **"Terms of Trade"** means these terms of trade as amended by the Binder Group from time to time.

3. INTERPRETATION

3.1 These Terms of Trade:

- (a) Replace all prior Terms of Trade issued by the Binder Group to the Customer;
- (b) Take precedence over any terms sets out in the Customer's purchase order, regardless of whether the Binder Group has accepted the purchase order, to the extent of any inconsistency;
- (c) Any special conditions specified in a Sales Invoice shall, to the extent they are inconsistent with these Terms of Trade, take precedence over these Terms of Trade;
- (d) The expression "Person" includes an individual, a body politic, a corporation, an association (incorporated or unincorporated), a statutory authority or persons identified as the Binder Group;
- (e) References to legislation or legislative provisions will include any legislative or other modification or amendment thereto or consideration or replacement thereof.

4. ALTERATION TO TERMS AND CONDITIONS

4.1 The Binder Group may, at any time and from time to time by written notice to the Customer alter these Terms of Trade.

4.2 The acceptance of Goods from the Binder Group after notice has been given to the Customer in accordance with clause 4.1 will indicate the Customer's acknowledgment to any amended Terms of Trade.

4.3 Notice is deemed given when the Binder Group sends notice of the amended Terms of Trade to the address supplied by the Customer.

5. TERMS OF PAYMENT

- (a) If the Customer has an approved credit account with the Binder Group, payment by the Customer for Goods supplied must be paid for strictly within 30 calendar days of the end of the month in which the Sales Invoice is issued.
- (b) In the event of the Customer's failure to comply with these payment terms the Binder Group reserves the right to charge a default charge calculated on a daily basis on any overdue payments at an annual rate of 12%
- (c) All payments shall be made in Australian dollars without deduction or set off of any kind unless otherwise specified in writing by the Binder Group.

6. CLAIMS

6.1 Customer shall inspect all Goods supplied upon delivery and the Binder Group shall not be liable for shortages or damage in delivery unless Customer submits a written claim, detailing the Goods involved in the claim to the Binder Group within fourteen(14) days of receipt of the delivery.

6.2 If no claim is made by the Customer within the time period specified in clause 6.1 then the Goods are deemed accepted.

7. QUOTATIONS

- (a) A quotation by Binder Group is not to be construed as an obligation to sell but merely an invitation to treat and no contractual relationship shall arise until the Binder Group has accepted in writing the Customer's purchaser order relating to a quotation.
- (b) Unless otherwise specified on the quotation all quotations lapse thirty (30) days after issue but the Binder Group may vary or withdraw a quotation at any time prior to this.

8. OWNERSHIP AND RISK

- (a) Risk in the Goods will pass to the Customer upon delivery to the Customers' nominated point of delivery.
- (b) Ownership of any Goods supplied by the Binder Group will not pass to the Customer until all amounts owing by the Customer to the Binder Group in respect of those Goods and all other Goods supplied by the Binder Group have been received by the Binder Group.
- (c) Until ownership passes to the Customer, the Goods supplied are held by the Customer for the Binder Group as bailee and, if required, the Customer will store the Goods so that it is clear they belong to the Binder Group.
- (d) If the Customer wishes to resell any Goods before ownership passes, the Customer may do so only by way of bona fide sale in the ordinary course of business and as the agent of the Binder Group, but the Customer must not represent to any other person that the Customer is acting for, or has any authority to bind the Binder Group.

- (e) The Customer will hold the proceeds of sale on trust for the Binder Group and the Customer must account to the Binder Group for the proceeds of any sale of the Goods.
- (f) The Binder Group shall not be responsible for any claim or loss from the loading, transportation or unloading of Goods.

9. DELIVERY

- (a) If the Customer nominates their own to arrange their transport to deliver the Goods to the Customer then risk will pass when the Goods are loaded onto the Customer's nominated transportation and the Customer shall be responsible for arranging the insurance of the Goods.
- (b) Where the Customer has nominated their own transport for delivery the Binder Group shall not be liable to the Customer for any loss in the event of any failure in delivery or to arrange insurance.
- (c) While the Binder Group shall use all reasonable endeavors to meet agreed delivery dates, the Binder Group shall not be liable to the Customer for any loss or damage whatsoever should it be delayed or prevented from delivering Goods, or otherwise performing any of its contractual obligations due to any cause or circumstances beyond the Binder Group's reasonable control.
- (d) In the event of any delay in delivery or supply, as aforesaid, the due date shall be deferred for a period equal to the time lost by reason of the intervening cause or circumstance. Delivery dates are not to be treated as an essential condition of the sale.
- (e) Subject to clause 10(e), delivery dates shall not be varied once they have been agreed, without the Binder Group's prior written approval. Should the Binder Group agree to postpone delivery, the Goods in question shall be stored at the Customer's risk and the Binder Group reserves the right to impose a weekly storage charge. Where delivery is postponed for more than 3 months the Binder Group at the Binder Group's discretion to reflect the Binder Group's current list price may increase any fixed contract prices.
- (f) The Binder Group may at its discretion sell any Goods still in its possession three (3) months after the mutually agreed deferred delivery date and seek damages for any loss incurred by the Binder Group as a result of the deferment in the delivery date.
- (g) The Binder Group shall not be liable for late delivery or non-delivery of goods and under no circumstances shall the Binder Group be liable for any loss, damage or delay occasioned to the Applicant or its Applicants arising from late or non-delivery of Goods.
- (h) The Binder Group is not responsible for any loss or damage to Goods in transit. The Binder Group may render to the Applicant such assistance as may be necessary to press claims on carriers in relation to the loss or damage of Goods in transit.

10. RETENTION OF TITLE

- (a) Title to the Goods supplied by the Binder Group to the Customer shall remain with the Binder Group until the total amount due in respect of the Goods and all monies owing to the Binder Group have been paid in full (the "Debts").
- (b) The Customer shall have the right to resell Goods, but only as fiduciary agent and trustee for the Binder Group by way of bona fide sale at full market value and in the ordinary course of its business.
- (c) Until all the Debts have been paid for in full:
 - (i) The Customer shall take custody of the Goods as trustee, fiduciary agent and bailee for the Binder Group;
 - (ii) The Customer shall keep the Binder Group's Goods separate from any other goods and properly marked stored, protected and insured.
 - (iii) The Customer must hold all of the Proceeds it receives (*'Proceeds'*):
 - (A) From sale of any property into which goods supplied by the Binder Group have been incorporated;
 - (B) For the sale of Goods including the Goods supplied by the Binder Group;
 - (C) As bailee, fiduciary agent and trustee for the Binder Group, but the Customer need not hold on trust any money exceeding the amount of the Debts at the time the money is received. Receipt by the Buyer of payment shall be treated as conclusive evidence that it has received Proceeds.
 - (iv) The Customer expressly acknowledges that it is bound by fiduciary obligation created in the preceding paragraph and acknowledges that:
 - (A) It must hold the Proceeds on trust for the Binder Group.
 - (B) It must place the whole of the Proceeds (where Proceeds are money) in an account separate from its own moneys (*'the Proceeds Account'*).
 - (C) It must maintain the Proceeds Account separate from its own moneys at all times.
 - (D) It must maintain proper records for the Proceeds Account.
 - (E) It must not assign or encumber any book debts arising from sales made in circumstances set out in clauses 11(c)(iii) (a) and (b) or do any other acts in derogation of the Seller's legal or beneficial interests.
 - (F) It must account to the Binder Group on demand for all moneys standing to the credit of such account;
 - (G) The Binder Group may appropriate payments as it thinks fit, notwithstanding any contrary appropriation by the Customer;
 - (H) For the purposes of identification of different consignments of Goods purchased from the Binder Group and receipt of Proceeds, the Customer agrees that the principle of "Last In, First Out" shall be applied to any items that cannot be distinguished.
 - (I) The Binder Group may trace the Proceeds in equity.
- (d) On demand by the Binder Group the Customer must assign to the Binder Group all book debts not exceeding the amount of the Debt at the date of demand.
- (e) The Binder Group may at any time, without notice to the Customer and without prejudice to any other rights which it may have against the Customer terminate any contract connected with the Goods and the bailment referred to in paragraph (c), and enter upon any premises owned or occupied by the Customer where the Binder Group reasonably believes the Goods may be stored repossess the Goods without liability for any damaged caused, and subsequently dispose of the goods at the Binder Group's discretion if:
 - (i) The Debts are not paid in accordance with these Terms of Trade and any other contract or arrangement between the Binder Group and the Customer; or
 - (ii) The Binder Group receives notice of or reasonably believes that:
 - (A) A third person may attempt to levy execution against the Goods;
 - (B) The Customer is insolvent within the meaning of the *Corporations Act 2001* ("the Act") or bankrupt;
 - (C) The Customer has entered into any arrangement or composition with its creditors, gone into liquidation, or has appointed a receiver, a receiver and manager or administrator.
- (f) If after repossession under paragraph (d) the Binder Group sells the Goods, the Binder Group shall account to the Customer for any excess of the proceeds of sale (less expenses of repossession and sale) over the costs of the Goods.

- (g) If any Goods belonging to the Binder Group are disposed of by the Customer or an insurance claim is made in respect of them, the Binder Group shall be entitled to trace the sale or insurance proceeds, which proceeds shall be held by the Customer in a separate bank account on trust for the Binder Group.

11. PERSONAL PROPERTY SECURITIES ACT 2009

- (a) The Customer acknowledges that these Terms of Trade constitute a security agreement for the purposes of section 20 of the *Personal Property Securities Act 2009* ("PPSA") and that a security interest exists in all Goods (and their proceeds) previously supplied by the Binder Group to the Customer (if any) and in all in future Goods (and their proceeds).
- (b) The Customer will execute documents and do such further acts as may be required by the Binder Group to register the security interest granted to the Binder Group under these Terms of Trade under the PPSA.
- (c) Until ownership of the Goods passes, the Customer waives its rights under the following provisions of Chapter 4 of the PPSA:
- (i) to receive a notice of intention of removal of an accession (section 95);
 - (ii) to receive a notice that the Binder Group decides to enforce its security interest in accordance with land law (section 118);
 - (iii) to receive notice on enforcement of security in liquid assets (section 120),
 - (iv) to receive a notice on enforcement action against liquid assets (section 121(4),
 - (v) to receive a notice to seize collateral (section 123),
 - (vi) to receive notice on enforcement of security interests in liquid assets (section 125),
 - (vii) to receive a notice of disposal of Goods by the Binder Group purchasing the Goods (section 129);
 - (viii) to receive a notice to dispose of Goods (section 130);
 - (ix) to receive a statement of account following disposal of Goods (section 132(2));
 - (x) to receive a statement of account if no disposal of Goods for each 6 month period (section 132(4));
 - (xi) to receive notice of any proposal of the Binder Group to retain Goods (section 135(2));
 - (xii) to object to any proposal of the Binder Group to either retain or dispose of Goods (section 137(2));
 - (xiii) to redeem the Goods (section 142);
 - (xiv) to reinstate the security agreement (section 143);
 - (xv) to receive a notice of any verification statement (see section 157(1) and section 157(3));
- (d) The Customer further agrees that where the Binder Group has rights in addition to those under Chapter 4 of the PPSA, those rights will continue to apply.
- (e) Until ownership of the Goods passes, the Customer must not give to the Binder Group a written demand or allow any other person to give the Binder Group a written demand requiring the Binder Group to register a financing change statement under the PPSA or enter into or allow any other person to enter into the register of personal property securities a financing change statement under the PPSA.
- (f) The Customer acknowledges that it has received value as at the date of first delivery of the Goods and has not agreed to postpone the time for attachment of the security interest (as defined in the PPSA) granted to the Binder Group under these Terms of Trade.
- (g) The Customer irrevocably grants to the Binder Group the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if the Binder Group has cause to exercise any of the Binder Group's rights under section 123 and/or section 128 of the PPSA, and the Customer shall indemnify the Binder Group from any claims made by any third party as a result of such exercise.

12. DIMENSIONS, PERFORMANCE DATA AND OTHER DESCRIPTIVE DETAILS

- (a) Photographs, drawings, illustrations, weights, dimensions and any other particulars accompanying associated with or given in a quotation, the descriptive literature or a catalogue ("Specifications"), approximate the Goods offered but may be subject to alteration without notice.
- (b) Any performance data provided by the Binder Group or manufacturer is an estimate only and should be construed accordingly.
- (c) Any Binder Group standard items will be supplied in accordance with applicable laws and standards as advised by Binder Group from time to time.
The Binder Group reserves the right to make changes in the construction and/or design of Goods and notwithstanding any such changes the Customer shall accept in performance of any order of the Binder Group's current corresponding standard models.
- (d) The Customer expressly acknowledges and agrees that it has not relied upon any of the information provided by the Binder Group to the Customer and that it understands that any of the information provided by the Binder Group in relation to the Goods prior to the sale of the Goods only approximates the Goods and can only be treated as an estimate.
- (e) Specifications remain the property of the Binder Group at all times and must not be shown or given to any third party without the express written consent of the Binder Group.
- (f) To the extent permissible at law Binder Group makes no guarantees or warranties whatsoever with respect to any Specifications provided by the Client including (without limitation) fitness for intended use and load bearing capacity.

13. WARRANTY AND QUALITY

- (a) Certain legislation may imply warranties, terms or conditions that cannot be excluded, restricted or modified. If those statutory provisions apply, to the extent to which the Binder Group is entitled to do so, its liability is limited at its option to:
- (i) The replacement or resupply of the Goods; or
 - (ii) The repair of the Goods; or
 - (iii) The payment of the cost of replacement or resupply of the Goods; or
 - (iv) The payment of the cost of the repair of the Goods.
- (b) The Customer shall immediately notify the Binder Group in writing upon the discovery of any defect in the Goods. The Customer shall not carry out any remedial work or installation to alleged defective Goods without first obtaining the written consent of the Binder Group to do so.
- (c) The Customer expressly acknowledges and agrees that it has not relied upon and the Binder Group is not liable for any advice given by the Binder Group, its agents or employees in relation to the suitability for any purpose of Goods or materials supplied by the Binder Group.
- (d) The Customer acknowledges that to the extent the Binder Group has made any representation which is no otherwise expressly stated in these Terms of Trade, the Customer has been provided with an opportunity to independently verify the accuracy of that representation.
- (e) Any warranty provide by the Binder Group under the Agreement does not cover defects caused by misuse, misconduct, corrosion or normal wear and tear, incorrect installation or for damage caused by Goods other than their intended use.

14. USE OF GOODS

- 14.1 The Customer must not use the Goods other than for their intended use and in accordance with manufactures instructions.

- 14.2 Without limiting any other provision of the Agreement, the Binder Group shall not be liable for any damage, loss, claim suffered by the Customer as a result of the Customer failing to comply with clause 14.1
15. **BINDER GROUP'S CANCELLATION**
- (a) The Binder Group reserves the right immediately terminate the Agreement or suspend any supply of Goods without incurring any liability to the Customer in any of the following circumstances:
- (i) The Customer is overdue with any payment or otherwise in breach of these Terms of Trade;
 - (ii) The Customer enters into bankruptcy, liquidation or a composition with its creditors, has a Receiver Manager or Administrator appoint over all or any part of its assets or becomes insolvent;
 - (iii) Contractual performance is delayed or prevented due to any cause or circumstances or;
 - (iv) Binder Group reasonably believes that the Customer is or is likely to become in financial difficulty.
- (b) Cancellation by the Binder Group under this clause shall be without prejudice to the Binder Group right to recover payment from the Customer for Goods previously supplied.
16. **MANUFACTURERS' CHANGES**
- 16.1 Where the Binder Group is acting, as agent of a manufacturer or supplier, the Binder Group shall not be liable for any alteration or variation in the Goods made by the manufacturer or the supplier.
17. **COSTS, CONTINGENCIES AND GST**
- (a) Any charge, duty, impost, sales tax or other expenditure which is not applicable at the date of Sales Invoice but which is subsequently levied upon the Binder Group in relation to the Sales Invoice as a result of the introduction of any legislation, regulation or government policy, shall be to the Customer's account.
- (b) The Customer must pay to the Binder Group any amount ("GST Amount") which is payable by the Binder Group on account of a goods and services tax, value added tax or any other like tax ("GST") as a consequence of any supply made or deemed to be made or other matter or thing done under or in connection with these Terms of Trade. The GST Amount must be calculated by multiplying the amount on which the GST is calculated by the prevailing rate of GST.
- (c) The Customer must pay any GST Amount at the same time and in the same manner as making payment of any consideration on which the GST Amount is calculated. If the GST Amount is not calculated on consideration, the Buyer must pay the GST Amount within 7 days of receipt of a written demand from the Binder Group. The Customer must pay any amount it is required to pay under this clause in full and without deduction, notwithstanding any entitlement that it may have to a credit or offset however arising.
- (d) All legal costs (on a solicitor/client basis), charges, duties and other expenses incurred by the Binder Group in respect of this Agreement or the securities or other documentation required hereunder, or incurred as a result of the Applicant failing to perform their covenants and obligations contained herein, shall be paid by the Applicant to the Binder Group. The expenses include, but are not limited to, the commission payable to a mercantile agent or a debt collector to pursue or recover outstanding monies pursuant to this Agreement and the liability to pay this commission arises at the time the recovery is placed in the hands of the debt collector. The Applicant agrees that it will pay any stamp duty assessed on this document.
18. **FORCE MAJEURE**
- 18.1 If in the performance or observance of its obligations the Binder Group is prevented, restricted or affected by reason of force majeure including strike, lock out, industrial dispute, material shortage, stock shortage, breakdown of plant, transport or equipment, order or ruling of a relevant authority preventing the parties carrying out their respective obligations or any other cause beyond the reasonable control of the Binder Group, the Binder Group may, in its absolute discretion give prompt notice of such cause to the Customer whereupon the Binder Group is excused from such performance or observance to the extent of such prevention, restriction or affectation.
19. **LIABILITY OF THE BINDER GROUP**
- 19.1 Except as expressly provided herein and to the extent permitted at law:
- (a) The Binder Group shall not be under any liability, whether in contract, tort or otherwise in respect of defects in Goods delivered or for any injury, damage or loss resulting from such defects or from any work done in connection therewith except to the extent that any statute applicable to these Terms of Trade prevent the exclusion, restriction or modification of such terms and conditions.
- (b) The Binder Group shall not be liable to the Customer for any loss of profit howsoever arising nor shall the Binder Group be under any liability whether in contract, tort or otherwise for any injury, damage, or loss whether consequential, special, indirect or otherwise save as is expressly provided in these Terms of Trade.
- (c) The Customer indemnifies the Binder Group against any liability to or action by a third party for infringement or alleged infringement of a patent, registered design, trademark or copyright in respect of Goods manufactured to the Customers specification.
- (d) The Customer indemnifies the Binder Group against any liability for any direct, indirect or consequential injury, loss or damage arising out of any act, default or omission of, or any representation made by the Customer or its servants or agents.
20. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**
- (a) For the purpose of this clause 20 **Confidential Information** includes any and all information, documents, dealings, transactions, client lists, data, processes, apparatuses, specifications, drawings, reports, operations, inventions, patents, technology, knowhow, accounts or other documents and things, and of whatever type or nature relating to a Party or its business
- (b) The Parties agree to keep any Confidential Information of the other Party which comes into its possession confidential.
- (c) For the purpose of this clause 20 **Intellectual Property Rights** means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names, knowhow and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.
- (d) Nothing in the Agreement constitutes a transfer of any Intellectual Property Rights to the Customer.
- (e) The Customer acknowledges that:
- (i) the Binder Group owns all Intellectual Property Rights relating to the Goods, the Designs and Specifications and will not directly or indirectly do anything that would or might invalidate or put in dispute the Binder Group's title
 - (ii) Any Intellectual Property Rights arising from the provision of the Goods or Services by Binder Group shall vest in the Binder Group
- (f) If any person makes any claim alleging that any of the Designs or Specifications infringes any Intellectual Property Rights of any person, the Customer must:
- (i) promptly notify Binder Group in writing;
 - (ii) not make any admissions or take any action in relation to the claim without the Binder Group's written consent;
 - (iii) permit the Binder Group control over any and all investigations, negotiations, settlement and dispute resolution proceedings relating to the claim; and

- (iv) cooperate with, assist and act at all times in accordance with the reasonable instructions of Binder Group, in relation to the claim and any consequent investigations, negotiations, settlement and dispute resolution proceedings.

21. (g) These obligations in clause 20 survive the termination of this Agreement.

MISCELLANEOUS

- (a) All Goods are supplied in accordance with usual industry standards and the Binder Group.
- (b) The Customer may not assign this Agreement.
- (c) The Binder Group may need to collect personal information about the Customer, including but not limited to the Customer's full name and address, drivers licence, credit card details, date of birth, credit or business history and other personal information. The Customer consents to the Binder Group using its personal information in order to:
 - (i) fulfill functions associated with the Sale of Goods to the Customer, including but not limited to assessing the Customer's credit worthiness;
 - (ii) provide Goods to the Customer;
 - (iii) enter into contracts with the Customer or third parties;
 - (iv) to market to the Customer and maintain a client relationship with the Customer.
- (d) The Customer also consents to the Binder Group disclosing its personal information to any credit provider or credit reporting agency for the purpose of obtaining information about the Customer's consumer or commercial credit or business history, commercial activities or credit worthiness;
- (e) The person signing any document which forms part of the Agreement for and on behalf of the Customer hereby warrants that he or she has the Customers authority to enter into the Agreement on the Customers behalf and grant the security interests in connection with it and is empowered to bind the Customer to the Agreement and each security interest granted in connection with it.
- (f) The person signing this Agreement and/or the Credit Application or any other document making up the Agreement indemnifies the Binder Group against all losses, costs and claims incurred by the Binder Group arising out the person so signing this Sales Agreement not in fact having such power/and or authority.
- (g) All notices required to be given under this Agreement must be in writing and sent to the address of the recipient nominated in this Agreement or such other address by that party as nominated in writing.
- (h) No employee of the Binder Group is authorised to bind the Binder Group unless the Binder Group has given the Customer express written notice to that effect.
- (i) The invalidity or unenforceability of any provision of these Terms of Trade shall not affect the validity or enforceability of the remaining provisions.
- (j) The Binder Group failure to enforce, at any time or any period of time, any term of any contract incorporating these Terms of Trade shall not constitute waiver of such term and shall in no way affect its right to enforce it.
- (k) Headings are included for ease of reference and do not form parts of or affect the interpretation of these Terms of Trade.
- (l) These Terms of Trade and any contract including them shall be governed by the laws of the State of Western Australia and the Binder Group and the Customer submit to the non-exclusive jurisdiction of the Courts for that State.