

**STANDARD TERMS AND CONDITIONS OF CARRIAGE AND STORAGE  
FOR TERRITORY LOGISTIC SOLUTIONS PTY LTD**

1. DEFINITIONS

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1.1 In the Contract, except where the context otherwise requires:

**Agreement** means incorporating the terms and conditions of the contract of carriage of the Goods.

**Carriage** means the whole of the service and operations undertaken by the Company including any Person on behalf of the Company in respect of the Goods (whether gratuitously or not) and includes the handling, loading, unloading, compilation or storage of any Goods.

**Company** means Territory Logistic Solutions Pty Ltd (ACN 169 010 173) trading under its own name, the business name Territory Logistics, Blackmore River Agriculture, Theia Designs or under any other business name and its employees, officers, servants, Subcontractors and agents.

**Consequential Loss** refers to any indirect or resulting damages, including but not limited to: loss of utilization; loss of product or output; delayed, postponed, interrupted, or deferred production; incapacity to produce, deliver, or process; loss of profit, income, or expected income; loss of agreement, contract, expectation, or opportunity; punitive or exemplary damages; all of which stem from or are linked to the execution of these conditions, regardless of foreseeability at the time of entering into these conditions.

**Consignor** means the Person who engages the Company to provide services to.

**Consignee** means any person to whom the Company delivers or is intending to deliver the Goods.

**Customer** means the person requesting the Company to provide the Services and making payment to the Company.

**Container** encompasses any receptacle, trailer, carriage, transportable tank, flat rack, or any other apparatus or unit employed for consolidating Goods.

**Dangerous Goods** means any goods that may become liable to damage other property including but not limited to dangerous, noxious, damaging or flammable.

**Design Documents** means the drawings, specifications and other information, samples, models, patterns, timesheets, road loads and the like required for the works.

**Enforcement Costs** encompass all expenses, charges, and fees incurred by the Company in relation to any violation, enforcement action, or effort to uphold these terms, inclusive of legal fees and charges for returned checks, on an indemnity basis. This includes but is not limited to expenses associated with pursuing legal remedies, conducting investigations, and any other costs directly attributable to ensuring compliance with these conditions.

**Force Majeure Event** refers to an occurrence, event, or circumstance that is outside the reasonable control or anticipation of the Company, encompassing but not restricted to:

- a) any natural calamity including acts of nature, earthquakes, floods, fires, storms, explosions, or lightning;
- b) labor disputes, strikes, union actions, or labor shortages resulting from a specified event;
- c) acts of terrorism, warfare, hostilities by public adversaries, riots, civil unrest, vandalism, protesters, revolution, or sabotage;
- d) breakdown of vehicles, equipment, or machinery;
- e) disruption of power supply or lack of direct access due to an unforeseen event such as fuel scarcity, accidents, or collisions along the direct route of the Goods.

**Goods** means any goods, substance, thing or property accepted or tendered by the Company from the Consignor for Carriage including any Container, pallet or packaging which the goods are in or on;

**GST** is a goods and services tax or any similar tax, impost or duty.

**Interest** an amount is computed at a rate of 3% per month, calculated weekly and compounded, on any Unpaid Balance.

**Law** encompasses statutes, ordinances, regulations, decrees, mandates, provisions, approvals, and standards set forth by any level of government, as well as any judicial rulings in Australia, inclusive of Australian Standards issued by Standards Australia.

**Lien** refers to the legal right to retain possession of Goods until outstanding debts are settled.

**Outstanding Amount** refers to any sum that remains unsettled beyond the expiration of the credit terms provided by the Company or any obligation for which the Consignor remains liable to the Company under these conditions.

**Person** includes any individual, sole trader, company, partnership, trust or any other entity.

**Subcontractor** refers to any individual or entity that, under a contract or agreement with another party (regardless of whether it is the Company), carries out or undertakes to perform the transportation in whole or in part. This may encompass railways, airlines, and maritime companies.

**Taxes** denote any supplementary rates, taxes, fees, evaluations, and levies that any government or statutory authority may mandate for payment in association with the transportation of the Goods, present or in the future.

- 1.2 stipulates that any reference to a statute within these terms encompasses not only the original legislation but also extends to encompass all subsequent revisions, consolidations, and substitutions thereof. Additionally, it includes any subordinate legislation such as regulations that may be promulgated under the authority of the aforementioned statutes.
- 1.3 The terms "includes" and "including" (and any variations thereof) shall be interpreted as though followed by the phrase "without limitation".

## 2. NEGATION OF LIABILITY AS A COMMON CARRIER

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The Company is not a common carrier and assumes no liability as such. All transportation of Goods and provision of storage and other services are carried out solely in accordance with these conditions. The Company retains the discretion to decline the transportation of Goods for any individual and to refuse the transportation of any category of goods.

## 3. CONSIGNOR'S WARRANTIES

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- 3.1 The Consignor warrants that:
  - (a) the Consignor affirms the accuracy of all particulars provided, including but not limited to descriptions, item specifications, pallet allocation, quantity, weight, quality, value, and measurements. This encompasses ensuring that the information furnished accurately reflects the nature, characteristics, and attributes of the Goods being transported. It is incumbent upon the Consignor to verify the correctness of these details to facilitate seamless and accurate processing throughout the transportation process. Any discrepancies or inaccuracies in the information provided may adversely impact the handling, documentation, and overall logistics associated with the carriage of the Goods. Therefore, the Consignor assumes responsibility for the precision and completeness of the particulars supplied to ensure the smooth execution of transportation operations;
  - (b) the Consignor has the authority of all Persons owning or having any interest in the Goods to accept these conditions on their behalf;
  - (c) the Consignor warrants that the Goods are in a condition suitable for transportation and have been adequately packaged to ensure their safe and secure carriage. This includes, but is not limited to, ensuring that the packaging is robust and capable of withstanding the rigors of transportation, and that any fragile or delicate items are appropriately cushioned and protected to prevent damage during transit;

- (d) the Consignor assures that there exists a viable and accessible road and approach for the Company and its vehicles to reach both the location from which the Goods are to be collected and the destination to which the Goods are to be delivered. This encompasses ensuring that the roadways are passable, adequately maintained, and free from any obstructions or impediments that may hinder the Company's vehicles during transportation operations. It is imperative that the chosen routes allow for safe and efficient passage of the Company's vehicles, facilitating the timely and secure delivery of the Goods to their designated destination; and
- (e) where required by law, it has accurately completed and supplied any required declaration forms to the Company.

3.2 The Consignor agrees to the following stipulations:

- a) Acknowledging that the Company assumes no responsibility or liability with respect to:
  - i. the utilization of Containers for the purpose of transportation; or
  - ii. any charges accrued for the rental or demurrage of Containers utilized in the transportation process. Ensuring the proper transfer of any pallets to and from relevant hire accounts, and undertaking the necessary steps to ensure that all requisite documentation is duly signed and delivered to the appropriate pallet hire company.
- b) In releasing and indemnifying the Company, the Consignor agrees to absolve and protect the Company from any and all liabilities, claims, damages, expenses, and losses arising from:
  - i. any occurrences related to the loss, damage, or misplacement of Containers during the course of transportation, including but not limited to theft, accidents, or unforeseen circumstances affecting the integrity or availability of the Containers; and
  - ii. the failure of any involved party to properly execute the transfer of pallets to or from any hire account, or to adhere to the prescribed protocols for the timely and compliant return of Containers as stipulated by relevant contractual agreements or industry standards.

3.3 The Consignor agrees to compensate the Company for any responsibility arising from the Goods to any individual (except the Consignor) who asserts, possesses, or may assert ownership or interest in the Goods, now or in the future. This indemnification extends to any claims or liabilities related to the Goods or any portion thereof.

#### 4. RIGHT TO SUBCONTRACT

The Company reserves the right, at its discretion, to subcontract the entirety or any portion of the transportation, on terms it deems appropriate.

#### 5. EXTENSION OF EXEMPTIONS TO SUBCONTRACTORS

5.1 The Consignor acknowledges that no claim or assertion may be directed against any employee, agent, or subcontractor of the Company, imposing or seeking to impose any liability whatsoever arising from or related to the Goods or their transportation, regardless of whether such claims arise from negligence or intentional acts or omissions on their part. In the event that such a claim or assertion is made, the Consignor agrees to indemnify the Company against all ramifications arising from such claim or assertion.

- 5.2 Every provision for exemption, limitation, condition, and freedom contained within these conditions, as well as every right, immunity from liability, defence, and immunity of any kind applicable to the Company or conferred upon the Company under these conditions, shall similarly apply and extend to safeguard:
- a) each employee or agent of the Company or a Subcontractor;
  - b) every other individual (aside from the Company) engaged in the transportation or any part thereof;
  - c) all Subcontractors; and
  - d) all individuals who are or could be held vicariously responsible for the actions or omissions of any individual falling within clauses 5.2(a), 5.2(b), or 5.2(c).
- 5.3 For the intent of clause 5.2, the Company is considered or will be considered as an agent or trustee acting on behalf of and for the advantage of all such individuals, each of whom will be, or deemed to be, parties to these conditions to this extent.

## 6. STORAGE

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- 6.1 The Consignor agrees to pay the Storage Charges as per the rates and terms agreed upon between the Consignor and the Company. Failure to make timely payments may result in the imposition of late fees or suspension of storage services at the discretion of the Company.
- 6.2 Storage Charges are payable in advance, unless otherwise agreed upon in writing by the Company.
- 6.3 Storage Charges do not include additional services such as loading, unloading, removing, packing, unpacking, stowing, restoration, assembly, cutting, re-manufacturing, preparation of reports and inventories at the request of the Consignor, or delivery of any Goods. These additional services will incur extra charges as determined by the Company.
- 6.4 Should the Consignor endorse or otherwise consent to an inventory compiled by the Company, said inventory shall serve as definitive proof of the Goods received by the Company from the Consignor.
- 6.5 The Company has the option (but not the obligation) to:
- a) Inspect any inventory provided by the Consignor; and
  - b) Create its own inventory of the Goods upon receipt. This inventory will list visible items but will not include the contents of any items unless the Consignor instructs the Company to specify the contents. If the Consignor requests the Company to list contents, the Company may impose a fee for preparing the inventory.
- 6.6 Upon the issuance of reasonable written notice, the Company will permit the Consignor to examine the Goods; however, such inspection of the Goods will be undertaken at the Consignor's own risk.
- 6.7 The Company reserves the right to relocate the Goods from one storage location to another at its discretion.
- 6.8 The Consignor is responsible for arranging insurance coverage for the stored Goods unless otherwise agreed in writing by the Company.

- 6.9 The Consignor must give 48 hours' notice to the Company of its intention to remove Goods from storage.
- 9.8 The Company is not required to deliver any Goods except to the Consignor or to an individual authorized in writing by the Consignor to accept the Goods, provided:
- a) Written instructions are provided by the Consignor; and
  - b) All outstanding amounts owed by the Consignor to the Company on any account are settled.
- 9.9 The Consignor will remove its Goods from storage within seven days of receipt of written notice from the Company.
- 9.10 Either party may terminate the storage services upon providing written notice to the other party in accordance with the agreed termination terms.
- 9.11 The Company shall exercise reasonable care and diligence in the storage of the Goods. However, the Company shall not be liable for any loss, damage, or deterioration of the Goods unless such loss, damage, or deterioration is caused by the negligence or willful misconduct of the Company

## 7. ROUTE AND DEVIATION

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- 7.1 The Consignor grants authorization for any deviation from the standard route or method of Goods transportation, which may, at the sole discretion of the Company, be deemed appropriate or necessary given the circumstances.
- 7.2 If the Consignor expressly or implicitly directs the Company to employ, or if it is expressly or implicitly agreed that the Company will utilize a specific method for handling, storing, or transporting the Goods, the Company will give precedence to that method. However, if such method cannot be feasibly adopted by the Company, the Consignor authorizes the Company to handle, store, or transport the Goods, or arrange for their handling, storage, or transportation, by an alternative method or methods.

## 8. DELAY IN LOADING OR UNLOADING

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The Consignor is responsible and will continue to be liable to the Company for all applicable charges incurred for any cause. The Company may levy a fee as per its rate schedule for any delay in loading or unloading exceeding 60 minutes for full loads and 30 minutes for partial loads, except in cases where the delay is attributable to the Company. This allowable delay period will commence upon the Company's arrival for loading or unloading

## 9. DELIVERY

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- 9.1 The Company is empowered to deliver the Goods to the address designated by the Consignor for this purpose. Delivery of the Goods in accordance with these conditions will be deemed conclusive if, at that address, the Company obtains a receipt or signed delivery docket from any individual.
- 9.2 If the designated delivery location is unattended or if delivery is otherwise unachievable by the Company, or if the Consignee fails to accept delivery of the Goods, the Company may, at its discretion, either leave the Goods at that location (deemed as proper delivery

under these conditions) or store the Goods. If the Company opts to store the Goods, the Consignor shall bear the responsibility for all costs and expenses associated with such storage. Should the Company store the Goods, it reserves the right to re-deliver them to the Consignor from the storage location at the Consignor's expense.

## 10. LIABILITY

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- 10.1 The Consignor acknowledges and expressly agrees that neither the Company nor any of its employees, agents, or subcontractors, nor any other individual involved in the transportation of the Goods under these terms and conditions, shall, under any circumstances (except where mandated by statute), assume any liability whatsoever (whether in contract, tort, or otherwise) for:
- a) Any loss of, damage to, deterioration, evaporation, or contamination of the Goods due to factors such as handling, storage conditions, or environmental circumstances during the course of transportation or storage. This includes but is not limited to situations where the Goods may incur damage from natural disasters, accidents, or other unforeseen events beyond the control of the Company or its representatives.
  - b) Misdelivery, delay in delivery, or non-delivery of the Goods, whether occurring during transportation or otherwise, including instances where such issues may arise due to logistical challenges, address inaccuracies, or external factors such as traffic congestion or adverse weather conditions. This encompasses scenarios where the Goods may be delayed or delivered to an incorrect location, or in rare instances, fail to reach the intended recipient altogether.

It is expressly understood that the Company, its officers, employees, agents, or subcontractors shall not be held liable for any of the aforementioned circumstances unless mandated by applicable law.

- 10.2 Expanding on the exclusionary clauses outlined in clause 10.1, it is imperative to recognize the specific scenarios under which the Company shall not bear liability for any loss of or damage to Goods:
- a) Loss or damage stemming from vibrations incurred during transportation or handling processes, which may impact the integrity of the Goods, particularly those sensitive to motion-related stress;
  - b) Instances involving delicate materials such as glass, intricate fixtures, plasterwork, cornices, or other fragile substances, where even minor disturbances could lead to significant damage or breakage;
  - c) Damage caused by adverse weather conditions, encompassing a broad spectrum of environmental factors including rain, hail, windstorms, or any other atmospheric events that may compromise the condition of the Goods during transit;
  - d) Circumstances involving Goods inherently prone to brittleness, structural defects, or conditions rendering them vulnerable to harm during loading, unloading, or transportation via road, where even routine handling could result in damage;
  - e) Loss or damage attributable to the intrinsic characteristics or natural properties of the Goods themselves, irrespective of the precautions taken during transit or storage;
  - f) Situations where loss or damage occurs due to unforeseen mechanical, electrical, or electronic failures within the Goods, including breakdowns, malfunctions, or disruptions beyond the Company's control;

- g) Loss or damage arising from inadequate or unsuitable packing or preparation of the Goods to endure the typical rigors associated with transportation, highlighting the importance of proper packaging methods tailored to the specific nature of the Goods and the anticipated journey conditions.

- 10.3 The Company shall retain the right to avail itself of the protections afforded by the exclusions of liability delineated in clauses 10.1 and 10.2, notwithstanding any demonstration that the loss or damage incurred arose from an intentional act, omission, or reckless behavior, with full awareness that such actions would likely lead to damage.
- 10.4 Under no circumstances shall any action or omission, breach of contract, or conduct by the Company be construed as a fundamental breach or repudiation of the contract, thereby precluding the Company from availing itself of the full spectrum of rights, defenses, exemptions, immunities, and limitations of liability stipulated in these conditions.

It is explicitly affirmed that all provisions safeguarding the Company's interests, including but not limited to rights, defenses, exemptions, immunities, and limitations of liability, shall remain fully operative and enforceable regardless of any breach or act contrary to the terms of the contract.

- 10.5 Despite any other stipulation within these conditions, it is expressly stated that the Company shall bear no liability whatsoever for any claim arising from Consequential Loss.
- 10.6 In circumstances where the effectiveness of clauses 10.1, 10.2, or 10.5 is legally impeded and to the extent permissible by law, the Company's liability—comprising breach of any warranty, guarantee, or implied term in these conditions—is subject to the following limitations:
- a) If the Company is engaged in the provision of carriage services, the Company reserves the right to:
    - i. Elect to re-supply the same service, replacing lost or damaged Goods with goods of identical quantity and type; or
    - ii. Cover the expenses incurred by another party for re-supplying the same service, acquiring replacement goods of equivalent quantity and type.
  - b) In instances where the Company is involved in the supply of goods, liability is capped at the lowest of the following:
    - i. The expense associated with replacing the goods.
    - ii. The cost involved in procuring equivalent goods.
    - iii. The expenditure related to repairing the goods.

## 11. GENERAL LIEN

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- 11.1 The Company asserts a general lien on all Goods in its possession for any amounts owed by the Consignor to the Company, whether for freight charges, storage fees, or other expenses related to the transportation of Goods. The parties agree that the lien attaches to Goods when the Goods are accepted by the Company for Carriage.
- 11.2 In the event of non-payment by the Consignor, the Company reserves the right to exercise its lien by retaining possession of the Goods until all outstanding amounts are settled. The Consignor agrees that the lien arising under these conditions is a security interest.

- 11.3 The Company shall attempt to provide written notice to the Consignor of its intent to exercise the lien, specifying the outstanding amounts owed and providing a reasonable timeframe for payment, to the nominated contact details provided by the Consigner.
- 11.4 If the outstanding amounts remain unpaid after the specified timeframe, the Company may proceed to sell the Goods at public auction or by private treaty to recover the debts owed. The proceeds from the sale shall be applied towards the outstanding amounts owed by the Consignor to the Company.
- 11.5 The lien shall be discharged upon full payment of all outstanding amounts owed by the Consignor to the Company.
- 11.5 Upon the Company's request, the Consignor must promptly take any necessary actions, upon receiving such a request, to ensure that any security interest established under or provided for by these conditions is enforceable, perfected (including, but not limited to, through registration), maintained, and otherwise effective. The Consignor shall bear all expenses for any actions required under this clause. Additionally, the Consignor agrees to reimburse the Company for any costs incurred in connection with any actions taken by the Company under or related to this clause.

## 12. COMPANY'S CHARGES

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- 12.1 Upon the Company's receipt of the Goods, its charges shall be considered fully earned and are deemed non-refundable under any circumstances. This means that regardless of the subsequent outcome or any unforeseen events, once the Goods are in the Company's possession, the charges are considered earned in full and are not subject to reimbursement.
- 12.2 The Consignor, by engaging the services of the Company, agrees to fulfill all financial obligations promptly and without reservation. This includes the commitment to pay all sums due to the Company without deduction, counterclaim, or set-off. In essence, the Consignor undertakes to settle the agreed-upon charges in their entirety, acknowledging that any attempt to withhold payment or dispute the charges will not be entertained.
- 12.3 Any specific instructions provided by the Consignor indicating that charges will be covered by the Consignee or any other third party shall be interpreted to include a condition. This condition stipulates that if the Consignee or third party fails to settle the charges within seven days from the date of delivery or attempted delivery of the Goods, the Consignor will be responsible for payment of such charges.
- 12.4 In addition to any other fees outlined in these conditions, the Consignor is obligated to cover the following charges:
- a. Enforcement Costs and Interest on any Outstanding Amount: This includes any costs associated with enforcing payment obligations, as well as accrued interest on any outstanding sums;
  - b. Proportional Additional Charges for Re-quantified, Re-weighed, or Re-measured Goods: Should the Goods undergo re-quantification, re-weighing, or re-measuring at any point, the Consignor is liable for any additional charges proportional to the revised measurements;

- c. Taxes and Duties: The Consignor is responsible for all applicable taxes, including current taxes and any future levies such as Goods and Services Tax (GST), imposed on the Goods, the carriage thereof, or any related services;
- d. Road Tolls for Dedicated Vehicle Hire: Any road tolls incurred during dedicated vehicle hire transactions on an hourly or weekly basis are the Consignor's responsibility;
- e. Other Incidental Charges: This encompasses all additional expenses incurred in connection with the carriage of the Goods or any related services, whether payable to the Company or to third parties. Such charges may include shipping fees, customs duties, railway tariffs, port charges, Fuel Surcharge, and any other relevant expenses.

12.9 Unless specifically noted otherwise, any Goods and Services Tax (GST) and other applicable taxes, duties, or charges imposed by governmental or statutory authorities will be deemed separate from the quoted and invoiced price. These additional financial obligations are the sole responsibility of the Consignor and are to be paid in addition to the stated price.

### 13. DANGEROUS GOODS

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- 13.1 If the Company agrees to transport Dangerous Goods:
- a) Such Goods must be accompanied by a comprehensive written declaration disclosing their nature;
  - b) The Consignor assures that the Goods are packed adequately to withstand the ordinary hazards of transportation, taking into account their nature; and
  - c) The Consignor must adhere to all laws, regulations, ordinances, and codes governing the transportation of Dangerous Goods, including, but not limited to, the Australian Code for the Transport of Dangerous Goods by Road & Rail.

13.2 The Consignor shall indemnify the Company against any loss, damage, or injury resulting from the transportation of any Dangerous Goods, whether declared as such or not, and regardless of whether the Consignor was aware of the Goods' nature.

13.3 This indemnity under clause 13.2 includes Consequential Loss.

13.4 If, in the Company's judgment, the Goods are or may become hazardous, flammable, or otherwise harmful, the Goods may be destroyed, disposed of, abandoned, or rendered harmless at any time without compensation to the Consignor and without prejudicing the Company's right to charge for the transportation of the Goods.

### 14. FORCE MAJEURE

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The Company shall not be held accountable for any inability or delay in executing the Carriage should such inability or delay result, either wholly or partially, from a Force Majeure Event.

### 15. NOTIFICATION OF CLAIM

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15.1 Despite any other provision within these conditions (excluding clause 16), the Company will be released from all liability concerning the Goods unless written notice of a claim or an intended claim (accompanied by details of the circumstances supporting the claim) is provided to the Company:

- a) for Goods allegedly lost or damaged during loading, unloading, or transit, within 14 (fourteen) days from the delivery of the Goods or from the date when, in the ordinary course of business, delivery would typically occur; or
- b) for Goods allegedly lost or damaged during storage, within 14 (fourteen) days from the date of removal or attempted removal of the Goods from storage.

15.2 The Company will be absolved of all liability concerning the Goods unless legal action is initiated:

- a) for Goods allegedly lost or damaged during loading, unloading, or transit, within 3 (three) months from their delivery or from the anticipated delivery date; or
- b) for Goods allegedly lost or damaged during storage, within 3 (three) months from the date of removal or attempted removal of the Goods from storage.

## 16. APPLICABLE LEGISLATION

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Despite any provisions within these conditions, the Company remains obligated to adhere to any implicit terms, conditions, guarantees, or warranties mandated by the Competition and Consumer Act 2010 (Cth) or any other relevant Commonwealth or state legislation, to the extent that such provisions apply and prohibit the exclusion or alteration of any such term, condition, guarantee, or warranty.

## 17. ENTIRE AGREEMENT

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17.1 These conditions constitute the complete agreement between the parties and override all preceding representations, agreements, declarations, and understandings between them.

17.2 The Company shall not be obligated by any agreement claiming to amend these conditions unless such agreement is in writing and signed on behalf of the Company by an authorized officer.

## 18. NOTICES

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Notifications pursuant to these conditions may be communicated via email, prepaid mail, or hand delivery to the respective party at the address provided by that party in writing to the other party.

## 19. GENERAL

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19.1 These conditions shall be interpreted in accordance with the laws in force in the Northern Territory, and the parties hereby submit to the exclusive jurisdiction of the courts of the Northern Territory for any disputes arising out of or relating to these conditions.

19.2 In these conditions, terms in the singular form are deemed to include their corresponding plural forms, and vice versa. Additionally, words denoting a specific gender are understood to encompass all genders, promoting inclusivity and ensuring that no individual or group is excluded based on gender identity.

19.3 Headings provided herein are solely for convenience purposes and shall not influence the interpretation or construction of these conditions. They are intended for organizational

purposes only and do not alter the substance or meaning of the provisions contained herein.

- 19.4 In instances where the Consignor or Consignee consists of two or more individuals or entities, any agreement or obligation stipulated for fulfillment or observance by the Consignor or Consignee shall be binding upon all such individuals or entities, jointly and severally. This means that each party within the Consignor or Consignee group is collectively and individually responsible for meeting the terms and obligations outlined within these conditions.
- 19.5 If any portion of these conditions is deemed invalid or unenforceable, that portion shall, if feasible, be modified to the extent necessary to eliminate the invalidity or unenforceability, or alternatively, shall be considered deleted. The remaining provisions of these conditions shall remain in full force and effect.