

**TERMS AND CONDITIONS FOR SUPPLY OF GOODS  
BY GREEN CONCRETE PRODUCTS PTY LTD**

**1. Interpretation**

In this agreement, the following definitions will apply:

<i>“Client”</i>	<i>means the person(s) purchasing the Goods, and if there is more than one client, is a reference to each client jointly and severally including any agent or customer.</i>
<i>“Cancellation Fee”</i>	<i>means the fee payable to the Supplier by the Client for any cancellations of orders, which is fixed at a rate of \$100 per order.</i>
<i>“Goods”</i>	<i>means any and all goods supplied by the Supplier</i>
<i>“Price”</i>	<i>means the price payable for the Goods as agreed between the Supplier and the Client in accordance with these Terms.</i>
<i>“Personnel”</i>	<i>of a party includes the officers, employees, agents, contractors and sub-contractors of that party</i>
<i>“PPSA”</i>	<i>means the Personal Properties Securities Act 2009 (Cth)</i>
<i>“Quotation”</i>	<i>means a quote for Goods provided by the Supplier to the Client.</i>
<i>“Supplier”</i>	<i>means Green Concrete Products Pty Ltd (ACN 128 479 596)</i>

**2. Acceptance of the Agreement**

- 2.1 Acceptance of the ‘Quotation’ by the Client constitutes acceptance of these Terms which are the terms of an agreement between the Client and the Supplier, including any amendments made to the Quotation by the Supplier.
- 2.2 Verbal or written notification by the Client to the Supplier or any of its Personnel to commence the work is sufficient to assume acceptance of the Quotation and these Terms.
- 2.3 The Quotation is valid for 30 days or as specified on the ‘Quotation’ unless agreed otherwise.

**3. General**

- 3.1 To the extent of any inconsistency between these Terms and any terms sought to be imposed by a Client without the written consent of the Supplier, then these Terms shall prevail.

- 3.2 If any provisions of these Terms are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.
- 3.3 These Terms and any contract to which they apply shall be governed by the laws of Victoria.

**4. Availability of Goods**

- 4.1 The Supplier does not warrant or represent that any Goods will be available or become available at any time.

**5. Price and Payment**

- 5.1 The time for payment of Goods will be determined by the Supplier. For the avoidance of doubt and unless agreed otherwise, the time for payment will be the date specified on any Quotation or invoice.
- 5.2 Unless otherwise stated prices do not include GST. GST and other taxes and duties that may be applicable shall be added to the price and the Client shall be liable to pay them in addition to the price.
- 5.3 All payments are to be made in Australian Dollars.
- 5.4 The Supplier has the sole discretion to change the price of its Goods at any time before the Client places an order, whether or not the Supplier has previously provided a Quotation.
- 5.5 The Supplier reserves the right to change pricing and product specifications without prior notification. In the absence of any written agreement of the Supplier, all orders will be invoiced at prices in effect at the time of shipment.
- 5.6 The Supplier reserves the right to charge interest on overdue accounts at an interest rate of 4% above the interest rate fixed from time to time in accordance with the *Penalty Interest Rates Act 1983 (Vic)*.

**6. Ordering and Cancellations**

- 6.1 The Supplier will provide the Client with a Quotation for Goods. The Supplier reserves the right to change the Quotation prior to acceptance of the Quotation by the Client.
- 6.2 The Client can place an order by: providing a purchase order to the Supplier by email or providing the Supplier with a response in writing confirming the Client wants to proceed with obtaining the Goods specified in a Quotation.

- 6.3 The Client should allow a minimum of 48 hours to process all orders, including the organising of delivery and/or shipping
- 6.4 The Supplier may cancel any order to which these Terms apply, at any time by giving written notice to the Client.
- 6.5 In the event that the Supplier cancels an order, then the Client and the Supplier agree that the Supplier will not be liable for any loss or damage that may be suffered by the Client however arising.
- 6.6 In the event that the Client cancels an order for Goods for any reason and at any time, then the Cancellation Fee will apply. The Cancellation Fee applies regardless of whether the Client has paid a deposit.
- 6.7 The Client assumes all responsibility for ordering the correct quantity and type of Goods and the Supplier shall in no way be held liable for any loss or damage the Client may suffer due to having ordered an incorrect quantity or type of Goods.
- 6.8 In the event that a Client cancels an order once the Goods are in transit from the Supplier, then the whole Invoice or Quotation becomes immediately due and payable.

## 7. Delivery

- 7.1 Where delivery is arranged by the Supplier, risk in the Goods passes to the Supplier upon delivery. For avoidance of doubt, the Client bears all responsibility and risk associated with the unloading of the Goods upon its arrival at the designated delivery premises. Where the Client arranges delivery, risk will pass to the Client on collection of the Goods from the Supplier.
- 7.2 Where requested by the Client, the Supplier may, at its election, arrange delivery and charge for each individual shipment. Failure to accept delivery, delays in accepting delivery or difficult site access may incur further fees, including, without limitation, all delivery fees, and demurrage fees at a rate of \$150 per delivery.

## 8. Passing Of Goods, Retention of Title And Personal Properties Securities Act

- 8.1 The Client agrees that until payment of all monies owing to the Supplier, the Goods remain the property of the Supplier and no property in or title to the Goods will pass to the Client.
- 8.2 The Supplier will be entitled to bring an action against the Client for the non-payment of the Goods by the Client by the due date as if the property in the Goods had already passed to the Client.

- 8.3 The Client agrees that these Terms constitute a security agreement and for the purposes of section 20 of the PPSA that a security interest exists in all Goods to be provided and or supplied by the Supplier (and their proceeds) and all future Goods (and their proceeds). The Client agrees and undertakes to do anything that the Supplier requires (such as obtaining consents and signing and procuring documents) in connection with the registration of this document or any other document on any register established pursuant to the PPSA.

## 9. Claims and Returns

- 9.1 Claims for defects, shortages or incorrect Goods must be made to the Supplier immediately on receipt of the Goods. If the Supplier is not notified about the defect, shortages or incorrect Goods on the day of delivery, the Client shall be conclusively deemed to have accepted the Goods supplied in full and final of the purchase of the Goods.
- 9.2 Goods returned under warranty shall be subject to the Supplier's inspection and will, at the sole discretion of the Supplier be replaced by the same or equivalent Goods; or refund the Client for the price.

## 10. Liability

- 10.1 If the Goods is in any other way defective, the liability of the Supplier will be limited to (at its election) replacement of that Goods or supply of equivalent Goods. Provision of a sample does not constitute a warranty that all Goods shall conform to the sample or model. The Client shall make its own determination of the suitability of the Goods and fitness for the purpose contemplated and shall not rely upon any representations, skill or judgment of the Supplier.
- 10.2 In no circumstances shall the Supplier have any liability arising from or as a result of delay in delivering the Goods to the Client. The Client releases, indemnifies and holds harmless the Supplier from any liability and any claim by any person in respect of the Goods whether or not the loss or damage arises in connection with any negligence, default or lack of care on the part of the Supplier or any of its representative, any misrepresentation or any other cause.
- 10.3 To the extent permitted by the *Competition and Consumer Act 2010* ("Act"), the Supplier is not liable for loss of profits or opportunity or any other claims.
- 10.4 Without limiting the generality of the foregoing, in no circumstances shall the

liability of the Supplier exceed the purchase price of the Goods.

10.5 The Client acknowledges that any transportation of the Goods is at the Client's risk, including without limitation, transportation of the Goods arranged by or on behalf of or at the request of either the Client or the Supplier.

except to the extent permitted by the SOPA Act where applicable.

## 11. Force Majeure

11.1 The Supplier shall have no liability in respect of failure to deliver, or delay in delivering any obligations due to any cause outside its reasonable control. These Terms shall be voidable at the election of the Supplier if delivery is prevented by fire, flood, drought, frost, strike or other causes beyond the reasonable control of the Supplier.

## 12. Effect of Breach of Terms

12.1 If:

- (a) the Client refuses or fails to take delivery of the Goods or to make full payment of all monies owing to the Supplier; and/or
- (b) the Client breaches any clause of these Terms, or becomes bankrupt or being a corporation commences winding-up, insolvent or ceases business,

then the Supplier may at its absolute discretion (without prejudice to any other rights at law or in equity):

- i. repossess the Goods (and is authorized to enter the Client's premises to do so);
- ii. without derogation of other rights under these Terms, immediately terminate this Terms by written notice; and
- iii. sue for recovery of the amounts outstanding, damages and any other amounts payable under these Terms.

## 13. Building and Construction Industry Security of Payment Act 2002

13.1 If there are any disputes or claims for unpaid Goods then the provisions of the *Building and Construction Industry Security of Payment Act 2002 (Vic)* ("**SOPA Act**") may apply.

13.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the SOPA Act,

**TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES  
BY GREEN CONCRETE PRODUCTS PTY LTD**

**1. Acceptance of the Agreement**

- (a) Acceptance of the 'Quotation' by the Client constitutes acceptance of these Terms which are the terms of an agreement between the Client and the Company.
- (b) Verbal or written notification by the Client to the Company or any of its Personnel to commence the work is sufficient to assume acceptance of the Quotation and these Terms.
- (c) The Quotation is valid for 30 days or as specified on the 'Quotation' unless agreed otherwise.

**2. Term of Agreement**

- (a) The Agreement begins on the Commencement Date and continues until the Completion Date, unless extended in accordance with clause 2(b) or terminated earlier in accordance with these terms. If no Completion Date is specified, the Agreement will come to an end when all Services have been completed and all payments to be made under the Agreement have been made.
- (b) A party may, by the provision of notice in writing, request the Agreement be extended beyond the Completion Date. The Agreement may only be extended for the period or periods as agreed to by the parties in writing.
- (c) The Client understands that the Company may employ staff, sub-contractors, or other firms to conduct the Services without notice to the Client.

**3. Provision of Services**

- (a) The Company must provide the Services to the Client in accordance with this Agreement and any reasonable directions given by the Client from time to time.
- (b) The Company must:
  - (i) complete the Services by the Completion Date and any other date(s) for delivery of the Services specified in the Quotation;
  - (ii) promptly notify the Client as soon as it becomes aware of any delay or possible delay in the supply of the

Services in accordance with the Agreement;

- (iii) use appropriately skilled and qualified Personnel to provide the Services.

**4. Price for the Services**

- (a) The Fees payable for the Services are set out in the Quotation, excluding GST, for the duration of the Agreement.
- (b) The Client will also reimburse the Company for all expenses reasonably incurred:
  - (i) on the Client's behalf or in carrying out its obligations under this Agreement; and
  - (ii) reasonable transport and accommodation expenses for attending the Client's premises for any reason connected to the provision of the Services.

**5. Invoicing and payment**

- (a) The Company is entitled to invoice the Client the Fees for Services on an interim basis for progress payments, together with such expenses as the Client is required to reimburse the Company.
- (b) Where the Client is obliged to pay or reimburse the Company for any Deliverable or for Fees for Services, the Company will be entitled to invoice the Client for those amounts in advance or as otherwise specified in the relevant Quotation.
- (c) If there is a change in the scope of any Deliverable or a failure by the Client to comply with its obligations under this Agreement that results in a delay in the Company providing those or any other Deliverables, the Company will not be liable for that delay and will be entitled to charge the Customer for any additional time spent or costs and expenses incurred as a result of the delay or the change in the scope of the Deliverables. Any additional time, costs and expenses will be charged to the Client at the Company's then current rate for such services.

- (d) All invoices rendered by the Company are payable within thirty (30) days from the date of invoice.
- (e) If the Client fails to pay any amount owing to the Company under this Agreement, then without prejudice to the Company's rights under this Agreement:
  - (i) interest is also payable on the outstanding amount at a rate that is equivalent to the rate prescribed from time to time under section 2 of the *Penalty Interest Rates Act 1983 (Vic)*;
  - (ii) the Company may suspend the provision of any Services, the supply of any Deliverables, and the licence to use any of the Services until the Client pays the outstanding invoices and that financing charge in full; and
  - (iii) the Company may set-off amounts owed to it by the Client against any amounts that are due to the Client under this Agreement or otherwise.

## 6. Intellectual Property Rights

- (a) Except to the extent otherwise agreed in writing by the Company, all Intellectual Property created by the Company in the performance or provision of any Services or Deliverables remains the property of the Company.

## 7. Warranties

The Client represents and warrants to the Company that it has the capacity to enter into the Agreement and comply with its terms.

## 8. Liability

- (a) Except for express undertakings to indemnify and any warranties set out in this Agreement, to the extent permitted by the law, the Company expressly excludes all conditions, warranties and guarantees, whether express or implied, statutory or otherwise.
- (b) The Company will have no liability to any party because of any act or omission of the Company, its Personnel or sub-contractors, where such act or omission is specifically required by a direction to the Company from the Client or a Regulatory Body purporting to exercise its functions or powers.

- (c) Notwithstanding any other provision in this Agreement, in no event will the Company be liable to any party, including the Client, for any Consequential Loss or damage, regardless of how arising and whether for breach of this Agreement, in common law, equity, contract, tort (including negligence), breach of statutory obligation or duty, repudiation or otherwise, and even if the Company has been previously advised of the possibility of such damage. The Client will indemnify the Company and keep it indemnified from and against any claims by any third party for or in respect of such damages.

- (d) Subject to clauses 8(d)(i) and 8(d)(ii), in no event will the Company's total aggregate liability in respect of all claims arising under or

- (i) pursuant to a particular Quotation exceed the amount paid to the Company under that Quotation for the Deliverables to which the claims relate in the twelve (12) month period prior to the date the liability arose; and

- (ii) subject to clause 8(d)(i) above, pursuant to this Agreement, exceed the amount actually paid to the Company under this Agreement in the twelve (12) month period prior to the date the liability arose,

regardless of whether those claims arise out of a single event or a number of different events, and provided that the limit of liability for a particular Quotation not being exceeded.

- (e) The Company's liability arising out of or in connection with this Agreement (whether in contract, equity, negligence, tort or for breach of statute or otherwise) will be reduced by the extent, if any, to which any act, omission or default by the Client or its representatives contributed to the loss or claim.
- (f) Certain provisions of the *Competition and Consumer Act 2010 (Cth)* and other statutes, rules and regulations in Australia may imply certain non-excludable warranties or conditions or mandate certain statutory guarantees. To the extent that they are not permitted to be excluded, the Company's liability for breach of such conditions, warranties or guarantees and

the Client's sole and exclusive remedy in relation to such breaches shall be limited to in the case of services under Agreement, at the Company's option:

- (i) supplying the Services again; or
  - (ii) paying the cost of having the Services supplied again; or
  - (iii) refunding the Fee paid for the relevant Service.
- (g) The Client will indemnify, defend and hold the Company harmless against:
- (i) any loss or damage to any property or injury to or death of any person caused by any wrongful or negligent act or omission of the Client or its Representatives;
  - (ii) any claim brought or filed by a third party against the Company due to any failure by the Client or its Representatives to act in accordance with this Agreement; and
  - (iii) any costs, liability, losses, damages, or claims incurred or suffered by the Company where the Company performs any act or omits to do anything as required by a direction to the Company from a Regulatory Body, purporting to exercise its functions or powers; and that direction is caused by an act or omission of the Client or its Representatives.

## 9. Termination

- (a) Either party may terminate this Agreement or any Quotation by written notice to the other party on the happening of an Insolvency Event in respect of the other party, provided that the Insolvency Event remains in existence in respect of that party when the notice is delivered.
- (b) The Company may terminate:
  - (i) this Agreement (in whole or in part);
  - (ii) the supply of any Deliverable; and / or
  - (iii) any or all Quotations,immediately by written notice to the Client if the Client is in breach of the terms of this Agreement, and:

- (iv) the breach is not capable of remedy; or
  - (v) the breach is capable of remedy and the Client fails to remedy the breach within fourteen (14) days of the Company notifying the Client in writing of that breach and requiring it to be rectified.
- (c) On termination of this Agreement or the supply of any Services or Deliverable however occurring:
- (i) the Company is entitled to invoice the Client for all Deliverables provided but not yet invoiced; and
  - (ii) all monies to which the Company would otherwise be entitled during the Term but for termination will immediately become due and payable;
  - (iii) the Company may repossess any of its property in the possession, custody or control of the Client;
  - (iv) the Company will be regarded as discharged from any further obligations under this Agreement (other than any confidentiality obligations); and
  - (v) all monies unpaid by the Client pursuant to this Agreement will immediately become due and payable.
- (d) Except to the extent expressly stated to the contrary in this Agreement, any moneys paid to the Company by the Client under this Agreement are not refundable to the Client on termination for whatever reason.
- (e) The Client's obligations (including any obligations to indemnify) under clauses 8(c) and 8(g) survive the termination or expiration of this Agreement for any reason.
- (f) Termination or expiration of this Agreement or the supply of any Deliverable will not affect any accrued rights or liabilities of either party.

## 10. Passing Of Goods, Retention of Title And Personal Properties Securities Act

- (a) The Client agrees that until payment of all monies owing to the Company, the Services or Deliverables remain the property of the Company and no property

- in or title to the Services will pass to the Client.
- (b) The Company will be entitled to bring an action against the Client for the non-payment of the Services by the Client by the due date as if the property in the Services had already passed to the Client.
  - (c) The Client agrees that this Agreement constitute a security agreement for the purposes of section 20 of the PPSA that a security interest exists in the Services to be provided by the Company (and their proceeds) and all future Services (and their proceeds). The Client agrees and undertakes to do anything that the Company requires (such as obtaining consents and signing and procuring documents) in connection with the registration of this document or any other document on any register established pursuant to the PPSA.

#### **11. Force Majeure**

- (a) The Company will not be liable to the Client or to any third party for any non-performance or delay in the performance of its obligations under this Agreement, if:
  - (i) events or conditions beyond its reasonable control (which may include the non-performance or delay in performance by suppliers to the Company) cause the non-performance or delay; and
  - (ii) the Company gives the Client prompt notice thereof upon becoming aware of it.

#### **12. General**

- (a) This Agreement sets out the entire agreement between the Company and the Client in relation to the Company providing the Services and Deliverables, and such further or other Services and Deliverables as the Company agrees from time to time in accordance with this Agreement.
- (b) Each party agrees that it will act reasonably and in good faith at all times to the other parties, in respect of this Agreement (including in the exercise of its rights under this Agreement), and the provision of the Services and Deliverables.
- (c) Time is of the essence in relation to payment of Fees.

- (d) The Client must not transfer any right or liability under this Agreement without the prior consent of the Company, except where this document provides otherwise.
- (e) This Agreement is governed by and construed under the law in the State of Victoria, Australia.
- (f) Any amendment to this Agreement has no force or effect, unless effected by a document executed by the parties.
- (g) The provisions of this Agreement do not merge with any action performed or document executed by any party for the purposes of performance of this Agreement.
- (h) Any representation in this Agreement survives the execution of any document for the purposes of, and continues after, performance of this Agreement
- (i) Any failure by any party to exercise any right under this Agreement does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.
- (j) The rights of a party under this Agreement are cumulative and not exclusive of any rights provided by law.
- (k) Any provision of this Agreement which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.
- (l) This Agreement may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.
- (m) Nothing in this Agreement constitutes the relationship of partnership or employer and employee between the Client and the Company, and it is the express intention of the parties that any such relationships are denied.
- (n) Any notice may be served by delivery in person or by post or transmission by email to the email address of the recipient specified in the Quotation or Purchase Order or most recently notified by the recipient to the sender.

- (o) If a party enters into this Agreement as trustee of a trust, that party and its successors as trustee of the trust will be liable under this Agreement in its own right and as trustee of the trust. Nothing releases the party from any liability in its personal capacity.
- (p) Any provision of the Agreement which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision will, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

### 13. Building and Construction Industry Security of Payment Act 2002

- (a) If there are any disputes or claims for unpaid Services then the provisions of the *Building and Construction Industry Security of Payment Act 2002 (Vic)* ("**SOPA Act**") may apply.
- (b) Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the SOPA Act, except to the extent permitted by the SOPA Act where applicable.

### 14. Definitions

In this Agreement, unless the context otherwise requires:

**Agreement** means the agreement for the provision of the Services consisting of these General conditions for the provision of services.

**Business Day** means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic)*) in Melbourne.

**Client** means the person(s) purchasing the Services, which will be set out in the Quotation and if there is more than one client, is a reference to each client jointly and severally including any agent or customer.

**Company** means Green Concrete Products Pty Ltd (ACN 128 479 596)

**Completion Date** means the date by which the provision of the Services must be completed by the Company, as specified in the Quotation.

**Commencement Date** means the date on which the provision of the Services will commence, as specified in the Quotation.

**Consequential Loss** includes:

- (a) any loss, not arising naturally (that is according to the usual course of things), from the relevant breach or act or omission;
- (b) loss of reputation;
- (c) loss of bargain;
- (d) loss of goodwill or reputational damage, or damage to credit rating;
- (e) loss of revenue or of anticipated savings or profit;
- (f) loss of opportunity or other economic advantage;
- (g) loss of data; and
- (h) special, punitive, incidental, indirect or consequential damages.

**Deliverables** means the Services (including consultancy Services) and the product of those Services to be provided by the Company under this Agreement as otherwise specified in the Quotation;

**Fees** mean the fee payable to the Company for the provision of the Services, as specified in the Quotation.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**Insolvency Event** means, in relation to the Company, any of the following:

- (a) anything that reasonably indicates that there is a significant risk that the Company is or will become unable to pay debts as they fall due;
- (b) a step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to the Company or any of its assets; or
- (c) the Company ceasing, or indicating that it is about to cease, carrying on business.

**Intellectual Property Rights** means all intellectual property rights at any time recognised by law, including all present and future copyright, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, trade secrets and know-how, registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Laws** means:

- (a) any statute, regulation or subordinate legislation of the Commonwealth of Australia, the State or local or other government in force in the State of Victoria, irrespective of where enacted; and



- (b) lawful requirements of any government or government department or other body or a governmental, semi-governmental, judicial, municipal, statutory or public entity or authority (including a statutory authority or a State-owned enterprise), a self-regulatory authority established under statute or a stock exchange (wherever created or located) or a person (whether autonomous or not) who is charged with the administration of a law.

**Personnel** of a party includes the officers, employees, agents, contractors and sub-contractors of that party.

**Purchase Order** means any form of order or purchase issued by the Client for the provision of Services, made under or incorporating these General conditions for the provision of services.

**Regulatory Body** means any government or any governmental, semi-governmental, or judicial entity or authority, any self-regulatory organisation established or recognised under statute or any stock exchange;

**Related Body Corporate** has the meaning set out in section 50 of the Corporations Act 2001 (Cth);

**Representatives** of an entity include directors, officers, employees, agents, contractors and sub-contractors of that entity.

**Services** means the services, and includes any deliverables provided as part of the services, specified in the Quotation and as provided under this Agreement.

**Term** means the duration of this Agreement from the Commencement Date to the Completion Date or otherwise as extended in accordance with clause 2(b).

- (f) any reference to a party to this Agreement includes its successors and permitted assigns;
- (g) any reference to any agreement or document includes that agreement or document as amended at any time in accordance with this Agreement;
- (h) the use of the word includes or including is not to be taken as limiting the meaning of the words preceding it;
- (i) the expression at any time includes reference to past, present and future time and the performance of any action from time to time;
- (j) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (k) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally; and
- (l) the calculation of date and time is by reference to the Gregorian calendar.

## 15. Interpretation

Unless expressed to the contrary, in this Agreement:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;