

# Royal Plumbing Pty Ltd T/A Drain Doctor Plumbing – Terms & Conditions of Trade

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| <p><b>1. Definitions</b></p> <p>1.1 D.D means Royal Plumbing Pty Ltd T/A Drain Doctor Plumbing, its successors and assigns or any person acting on behalf of and with the authority of Royal Plumbing Pty Ltd T/A Drain Doctor Plumbing.</p> <p>1.2 Customer means the person or persons for the Works as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.</p> <p>1.3 Works means all Works or Materials supplied by D.D to the Customer at the Customer's request from the date of the contract so far as the terms Works or Materials shall be interchangeable for the other.</p> <p>1.4 Price means the Price payable for the Works as agreed between D.D and the Customer in accordance with clause 4 below.</p> <p><b>2. Acceptance</b></p> <p>2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any Work.</p> <p>2.2 These terms and conditions may only be amended with D.D's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and D.D.</p> <p>2.3 The Customer acknowledges and agrees that:</p> <p>(a) D.D shall not be liable for the cost involved in making good any painting, pyrocloning, or rendering work resulting from damage caused in the course of D.D's Works (unless due to the negligence of D.D);</p> <p>(b) the organisation of, and any cost involved in the removal of rubbish (including, but not limited to, broken pipes, rocks, flora and soil) that is created by the Works shall be the Customer's responsibility; and</p> <p>(c) there are particular site conditions (including, but not limited to, positioning of underground electrical cabling) that can cause blockage location devices to pinpoint erroneous locations. D.D shall indemnify D.D against all additional costs incurred due to inaccurate readings.</p> <p><b>3. Change in Control</b></p> <p>3.1 The Customer shall give D.D not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s or business practice). The Customer shall be liable for any loss incurred by D.D as a result of the Customer's failure to comply with this clause.</p> <p><b>4. Price and Payment</b></p> <p>4.1 At D.D's sole discretion the Price shall be either:</p> <p>(a) as indicated on invoices provided by D.D to the Customer in respect of Works completed or held back for any claims; or</p> <p>(b) D.D's quoted Price (subject to clause 4.2) which shall be binding upon D.D provided that the Customer shall accept D.D's quotation in writing within thirty (30) days.</p> <p>4.2 D.D reserves the right to change the Price:</p> <p>(a) if a variation to the Works is to be supplied is requested; or</p> <p>(b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or</p> <p>(c) where additional Works are required due to the discovery of hidden or unidentified difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, prerequisite work by any third party, and/or any other factors including, but not limited to, the need for reinforcing rods in concrete, hidden pipes and wiring in walls etc) which are only discovered on commencement of the Works; or</p> <p>(d) in the event of increases to D.D in the cost of labour or materials which are beyond D.D's control.</p> <p>4.3 At D.D's sole discretion a deposit may be required.</p> <p>4.4 Time for payment for the Works being of the essence, the Price will be payable by the Customer as follows:</p> <p>(a) on completion of the Works; or</p> <p>(b) by way of progress payments in accordance with D.D's specified progress payment schedule. Such schedule may include claims for materials, labour or other items of authorised variations and the value of any Materials delivered to the site but not yet installed; or</p> <p>(c) the date specified on any invoice or other form as being the date for payment; or</p> <p>(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by D.D.</p> <p>4.5 Payment may be made by cash, cheque, bank cheque, electronic/in bank, credit card (plus a surcharge for any payment by credit card (5% of the Price), or by any other method agreed between the Customer and D.D.</p> <p>4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay an amount for GST (5% of the Price) payable for any supply by D.D under this or any other agreement for the sale of the Materials. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p> <p><b>5. Delivery of the Works</b></p> <p>5.1 Subject to clause 5.2 it is D.D's responsibility to ensure that the Works start as soon as it is reasonably practicable.</p> <p>5.2 The Works commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that D.D obtains an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond D.D's control, including but not limited to any failure by the Customer to:</p> <p>(a) make a selection; or</p> <p>(b) have the site ready for the Works; or</p> <p>(c) notify D.D that the site is ready.</p> <p>5.3 At D.D's sole discretion the cost of delivery is included in the Price.</p> <p>5.4 The Customer must deliver to D.D (even if the Customer is not present at the address):</p> <p>(a) all necessary permits and approvals; and</p> <p>(b) where D.D is to both supply and install Materials then D.D shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Customer.</p> <p>5.5 D.D may enter the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.</p> <p>5.6 Any time or date given by D.D to the Customer is an estimate only. D.D shall not be liable for any loss or damage to the Customer's property (or any other property) or any other property (promptly or at all, where due to circumstances beyond the reasonable control of D.D).</p> <p><b>6. Risk</b></p> <p>6.1 If D.D retains ownership of the Materials under clause 14 then:</p> <p>(a) where D.D is to supply the Materials shall immediately pass to the Customer on delivery and the Customer must insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place immediately at the time that either:</p> <p>(i) the Customer or the Customer's nominated carrier takes possession of the Materials at D.D's address; or</p> <p>(ii) the Materials are delivered by D.D or D.D's nominated carrier to the Customer's nominated delivery address (even if the Customer is not present at the address);</p> <p>(b) where D.D is to both supply and install Materials then D.D shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Customer.</p> <p>6.2 Notwithstanding the provisions of clause 6.1 if the Customer specifically requests D.D to leave Materials outside D.D's premises for collection or to deliver the Materials to an unattended location, then the Materials shall always be left at the risk of the Customer and it shall be the Customer's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Customer's expense.</p> <p>6.3 D.D gives no guarantee (written or implied) as to the length of time the curing process will take and/or against cracking of concrete that may occur naturally in the works such as:</p> <p>(a) hairline cracking of paving and/or concrete;</p> <p>(b) damage caused by contact with acids, solvents, oils or any other substances; or</p> <p>(c) the affects by elements such as heat exposure or wet weather conditions that prolong the curing process.</p> <p>6.4 The Customer acknowledges and agrees that it is their responsibility to organise and be liable for all costs associated with protecting the concrete and shall take all reasonable precautions to protect against destruction or damage by way of vandalism. In the event that the concrete is destroyed or damaged due to vandalism then the cost of repair or replacement shall be borne by the Customer.</p> <p>6.5 D.D shall not be liable for any defect in the Works if the Customer does not follow D.D's recommendation to:</p> <p>(a) water the concrete for a periodically to limit the risk of possible cracking due to weather conditions;</p> <p>(b) no foot traffic and/or any vehicles on the concrete for a minimum of forty-eight (48) hours but preferably seventy (70) days;</p> <p>(c) no heavy furniture to be placed on the concrete area for a minimum of twenty-four (24) hours.</p> <p>6.6 D.D shall not be liable for any loss or damage caused in accessing the work site beyond reasonable control of D.D (including, without limitation, to ceiling tiles and panels, face brickwork and rendered masonry services) which D.D may have to break into or disturb in performance of the Works, unless due to the negligence of D.D.</p> <p>6.7 Where D.D is required to install the Materials, the Customer warrants
that the structure of the premises or equipment in or upon which these Materials are to be installed or erected is sound and will sustain the installation and work incidental thereto and D.D shall not be liable for any claims, demands, damages, costs and expenses whatsoever caused or arising in connection with the installation and work incidental thereto.</p> <p>6.8 Where the Customer has supplied Materials for the Seller to complete the Works, the Customer acknowledges that it accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. The Seller shall not be responsible for any defects in the Works, any loss or damage to the Materials (or any part thereof), however arising from the use of materials supplied by the Customer.</p> <p>6.9 The Customer acknowledges that the Seller is only responsible for parts that are replaced by the Seller and that in the event that any parts/Materials, subsequently fail, the Customer agrees to indemnify the Seller against any loss or damage to the Materials, or caused by the Materials, or any part thereof, however arising.</p> <p>6.10 Any warranty or remediation information provided by D.D in relation to Materials or Works supplied is given in good faith, is based on D.D's own knowledge and experience and shall be accepted without liability on the part of D.D and shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Materials or Works.</p> <p><b>7. Access</b></p> <p>7.1 The Customer shall ensure that D.D has clear and free access to the work site at all times to enable them to undertake the Works. D.D shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas, gardens or landscaping) unless due to the negligence of D.D.</p> <p><b>8. Dial Before You Dig</b></p> <p>8.1 Location of underground services by a licensed service locator is mandatory prior to commencement of any Works. Dial Before You Dig must be consulted and any potential underground services marked on site. Whilst D.D will take all care to avoid damage to any underground services, the Customer agrees to indemnify D.D against any and all liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified. If the Customer requests D.D to engage the service locator then this shall be in addition to the Price.</p> | <p><b>9. Blocked Drain</b></p> <p>9.1 The Customer acknowledges and agrees that the presence of plant/tree root growth and/or blockages generally indicates damaged pipes. Accordingly, the Customer agrees that these pipes cannot be fixed by simply removing plant/tree root growth or cleaning the drain, there is a warranty of the provider's installation arising again in the future and in respect of any work carried out in relation thereto.</p> <p><b>10. Care of Materials</b></p> <p>10.1 D.D may at its discretion notify the Customer that it requires to store Materials at the work site. The Customer shall ensure that the Customer shall supply D.D a safe area for storage and shall take all reasonable efforts to protect all items so stored from possible destruction, theft or damage. In the event that any such items are destroyed, stolen or damaged then the cost of repair or replacement shall be the Customer's responsibility.</p> <p><b>11. Customer's Responsibilities</b></p> <p>11.1 It is the Customer's responsibility to:</p> <p>(a) ensure that the Works are undertaken in accordance with the Australian Standards, codes and regulations. Breakages and damages are the responsibility of the Customer. All care taken but no responsibility accepted by D.D in this regard; and</p> <p>(b) make the premises available on the agreed date and time. If installation is interrupted by the failure of the customer to adhere to the installation schedule agreed between the Seller and the Customer, any additional costs will be invoiced to the Customer as an extra.</p> <p>(c) D.D is not insured to remove furniture or fittings and will not do so, nor is D.D licensed to move electrical appliances.</p> <p><b>12. Asbestos/Hazardous Materials</b></p> <p>12.1 Prior to D.D commencing any Works the Customer must advise D.D of the precise location of all known Asbestos/Hazardous Materials on the worksite and clearly mark the same. Removal from the worksite and the disposal of Asbestos/Hazardous Materials shall at all times be the Customer's responsibility unless otherwise agreed in writing.</p> <p>12.2 In the event that D.D discovers Asbestos/Hazardous Materials whilst undertaking any works D.D shall immediately advise the Customer of the same and shall be entitled to suspend the works pending a risk assessment in relation to those materials. The Customer shall be liable for all additional costs incurred by D.D (beyond those arising) as a result of the discovery of Asbestos/Hazardous Materials and/or any suspension of Works in relation thereto.</p> <p>12.3 Where D.D agrees to remove any Asbestos/Hazardous Materials on the Customer's behalf then the Customer shall be liable for all costs incurred by D.D in the removal and disposal thereof.</p> <p>12.4 Both the Customer and D.D agree that they will at all times ensure that they comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works, including, but not limited to, laws relating to building/construction sites and any other relevant safety standards or legislation, particularly those in relation to Asbestos/Hazardous Materials and the safe removal and disposal of the same.</p> <p><b>13. Compliance Laws</b></p> <p>13.1 The Customer and D.D shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works.</p> <p>13.2 The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Works.</p> <p>13.3 The Customer agrees that the site will comply with any works health and safety (WHS) laws relating to building/construction sites and any other relevant safety standards or legislation.</p> <p>13.4 If the Customer fails to comply with this clause and D.D incurs additional costs as a result, such costs shall be charged to the Customer in accordance with clause 4.2.</p> <p><b>14. Title</b></p> <p>14.1 D.D and the Customer agree that ownership of the Materials shall not pass until:</p> <p>(a) the Customer has paid D.D all amounts owing to D.D; and</p> <p>(b) the Customer has met all of its other obligations to D.D.</p> <p>14.2 Receipt by D.D of an amount of money shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.</p> <p>14.3 It is further agreed that:</p> <p>(a) any ownership of the Materials passes to the Customer in accordance with clause 14.1 that the Customer is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to D.D on request;</p> <p>(b) the Customer holds the title to the Customer's insurance of the Materials on trust for D.D and must pay to D.D the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed;</p> <p>(c) the production of these terms and conditions by D.D shall be sufficient evidence of D.D's rights to receive the insurance proceeds from the insurer without the need for any person dealing with D.D to make further enquiries;</p> <p>(d) the Customer must not sell, dispose, or otherwise part with possession of the Materials (other than for the purpose of business and for market value); If the Customer sells, disposes or parts with possession of the Materials then the Customer must hold the proceeds of any such action on trust for D.D and must pay or deliver the proceeds to D.D on demand;</p> <p>(e) the Customer should not convert or process the Materials or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of D.D and must sell, dispose of or return the resulting product to D.D; and</p> <p>(f) unless the Materials have become fixtures the Customer irrevocably authorises D.D to enter any premises where D.D believes the Materials are kept and recover possession thereof; and</p> <p>(g) D.D may recover possession of any Materials in transit whether or not delivery has occurred;</p> <p>(h) the Customer shall not charge or grant an encumbrance over the Materials nor grant any other security interest in the Materials which they retain the property of D.D.</p> <p>(i) D.D may commence proceedings to recover the Price of the Materials sold or otherwise given away any interest in the Materials which they retain the property of D.D.</p> <p><b>15. Personal Property Securities Act 2009 (PPSA)</b></p> <p>15.1 In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA.</p> <p>15.2 Upon entering into these terms and conditions constituting a security agreement for the purposes of the PPSA and creates a security interest in Materials that have previously been supplied to the Customer and will be supplied to the Customer by D.D to the Customer.</p> <p>15.3 The Customer undertakes to:</p> <p>(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which D.D may reasonably require to:</p> <p>(i) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register;</p> <p>(ii) register any other document required to register the PPSA or</p> <p>(iii) correct a defect in a statement referred to in 15.3(a)(i) or
15.3(a)(ii);</p> <p>(b) indemnify and upon demand reimburse D.D for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Materials charged thereby;</p> <p>(c) not register a financing charge statement in respect of a security interest without the prior consent of D.D;</p> <p>(d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Materials in favour of a third party without the prior written consent of D.D; and</p> <p>(e) immediately advise D.D of any material change in its business practices of selling the Materials which would result in a change in the nature of proceeds derived from such sales.</p> <p>15.4 D.D and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.</p> <p>15.5 The Customer hereby waives its rights to receive notices under sections 115, 121(14), and 125 of the PPSA.</p> <p>15.6 The Customer waives its rights as a grantor and/or a debtor under sections 942 and 143 of the PPSA.</p> <p>15.7 Unless otherwise agreed to in writing by D.D, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.</p> <p>15.8 The Customer shall unconditionally ratify any actions taken by D.D under clauses 15.3 to 15.5.</p> <p>15.9 Consent to any express provisions to the contrary notwithstanding in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.</p> <p><b>16. Security and Charge</b></p> <p>16.1 In consideration of D.D agreeing to supply the Materials, the Customer charges all of its title and interest in and over (and several in any kind, real or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).</p> <p>16.2 The Customer indemnifies D.D from and against all D.D's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising D.D's rights under this clause.</p> <p>16.3 The Customer irrevocably appoints D.D and each director of D.D as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 16 including, but not limited to, signing any document on the Customer's behalf.</p> <p>16.4 Delivery of the Materials, Goods and Returns, Goods and Returns, and/or any other goods, services and conditions including but not limited to the quality or suitability of the Materials/Works. D.D's liability in respect of these warranties is limited to the fullest extent permitted by law.</p> <p>16.5 If the Customer is in breach of the terms of the CCA, D.D's liability is limited to the extent permitted by clause 6A of Schedule 2.</p> <p>16.6 If D.D is required to replace any Materials under this clause or the CCA, but is unable to do so, D.D may refund any money the Customer has paid for the Materials.</p> <p>16.7 If D.D is required to rectify, re-supply, or pay the cost of re-supplying the Works under this clause or the CCA, but is unable to do so, then D.D may refund any money the Customer has paid for the Works but only to the extent that such refund shall take into account the value of Works and Materials which have been provided to the Customer which were not defective.</p> <p>16.8 If the Customer is not a consumer within the meaning of the CCA, D.D's liability for any defect in the Materials or Works shall be limited to:</p> <p>(a) limited to the value of any express warranty or warranty card provided to the Customer by D.D at D.D's sole discretion;</p> <p>(b) limited to any warranty to which D.D is entitled, if D.D did not manufacture the Materials;</p> <p>(c) otherwise negated absolutely.</p> | <p>17.9 Subject to this clause 17, returns will only be accepted provided that:</p> <p>(a) the Customer complies with the provisions of clause 17.1; and</p> <p>(b) D.D has agreed that the Materials are defective; and</p> <p>(c) the Materials are returned within a reasonable time at the Customer's cost (if that cost is not specified in the contract); and</p> <p>(d) the Materials are returned in as close a condition to that in which they were delivered as is possible.</p> <p>17.10 Notwithstanding clauses 17.1 to 17.9 or subject to the CCA, D.D shall not be liable for any loss or damage (whether or not caused or partly caused by or arise as a result of):</p> <p>(a) the Customer failing to properly maintain or store any Materials;</p> <p>(b) the Customer using the Materials for any purpose other than that for which they were designed;</p> <p>(c) the Customer continuing to use any Materials after any defect became apparent or should have become apparent to a reasonably prudent operator or user;</p> <p>(d) interference with the Works by the Customer or any third party without D.D's prior approval;</p> <p>(e) the Customer failing to follow any instructions or guidelines provided by D.D;</p> <p>(f) fair wear and tear, any accident, or act of God.</p> <p>17.11 D.D may require the Customer to pay handling fees of Materials for return in which case D.D may require the Customer to pay handling fees of up to ten percent (10%) of the value of the returned Materials plus any freight costs.</p> <p>17.12 Notwithstanding anything contained in this clause if D.D is required by a law to accept a return then D.D will only accept a return on the conditions imposed by that law.</p> <p><b>18. Intellectual Property</b></p> <p>18.1 Where D.D has designed, drawn, written plans or a schedule of Works, or created any other work, then the Customer shall own the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in D.D, and shall only be used by the Customer at D.D's discretion.</p> <p>18.2 The Customer shall ensure that all designs, specifications or instructions given to D.D will not cause D.D to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p><b>19. Dispute Resolution</b></p> <p>19.1 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.2 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.3 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.4 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.5 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.6 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.7 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.8 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.9 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.10 In the event of a dispute between the Customer and D.D, the parties shall endeavour to
resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.11 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.12 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.13 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.14 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.15 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.16 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.17 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.18 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.19 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. If the Customer or D.D fails to comply with the Default Dispute Resolution process, then the Customer agrees to indemnify D.D against any action taken by a third party against D.D in respect of any such infringement.</p> <p>19.20 In the event of a dispute between the Customer and D.D, the parties shall endeavour to resolve the dispute through the Default Dispute Resolution process. 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