1. The parties agree that this document sets out the whole of the terms of their agreement.
2. The only warranties or conditions that apply to this agreement are those which are implied by law and cannot be excluded by law. All other representations, warranties and conditions are expressly negatived and the Purchaser acknowledges that any such representations, statements, warranties or conditions do not form part of this agreement.
3. The Purchaser acknowledges that the price paid for the abovementioned goods does not include any amount for liability insurance and that the goods will be used solely at the Purchaser's or User's own risk. In particular, Moyes Delta Gliders Pty. Ltd., its servants and agents, shall not be liable for any loss or damage of any kind suffered by the Purchaser or any other person. The loss or damage shall include any loss arising from negligence.
4. Any opinions, advices and information provided by Moyes Delta Gliders Pty. Ltd. and its servants or agents are given solely at the risk of the Purchaser. Moyes Delta Gliders Pty. Ltd. and its servants or agents do not invite the Purchaser or any other person, using their goods to rely upon such opinions, advices or information and accepts no responsibility for them. They further intend by this statement to exclude liability completely for any such opinions, advices or information.
5. The Purchaser acknowledges that the benefit of the abovementioned exclusions of liability are intended for the benefit of all directors, servants or agents of Moyes Delta Gliders Pty. Ltd. and that the Purchaser contracts with the company on their behalf for this purpose only.
6. Nothing in this agreement is to be construed so as to exclude, restrict or modify any provisions of the Trade Practices Act 1974 which by reason of that Act cannot be excluded.