

HOMAG AUSTRALIA PTY LIMITED
ACN 076 998 706

TERMS AND CONDITIONS OF TRADE

1. INTERPRETATION

In these Terms:

- 1.1. **"Acceptance of Order"** means the Company's written acknowledgment that the Buyer has ordered the Goods and that the purchase is subject to the Contract.
- 1.2. **"Buyer"** means the person or entity with whom the Company has contracted under the Contract and his, her or its successors and assigns.
- 1.3. **"Company"** means Homag Australia Pty Limited ACN 076 998 706 and its successors and assigns.
- 1.4. **"Confidential Information"** means all the Company's trade secrets, confidential business and technical information, know-how, buyer and supplier lists (whether in electronic or hard copy form), not generally known to the public but for a breach of these Terms.
- 1.5. **"Contract"** means the agreement between the Company and the Buyer constituted by these Terms and, if issued, will also comprise and include the Acceptance of Order, the Sales Proposal, the Terms and the Order and if there is any inconsistency between them then the Acceptance of Order will prevail over the Sales Proposal, the Terms and the Order, the Sales Proposal will prevail over the Terms and the Order and the Terms will prevail over the Order.
- 1.6. **"Excluded Loss or Damage"** means any:
 - 1.6.1. loss of profit, revenue (including anticipated revenue), use, product or production (including delayed, postponed, interrupted or deferred production and/or inability to produce, deliver or process), bargain, contract, expectation or opportunity, access to markets, goodwill and/or business reputation even if such loss is a direct loss or a loss that flows naturally from the relevant breach;
 - 1.6.2. cost of removal or storage of defective goods or plant or materials;
 - 1.6.3. indirect loss;
 - 1.6.4. loss consequential on other loss;
 - 1.6.5. remote or unforeseeable loss or damage;
 - 1.6.6. liquidated sums including liquidated damages, penalties, losses or damages arising under any contracts or agreements other than the Contract;
 - 1.6.7. kind of loss or damage considered other than loss arising in usual course of things; and
 - 1.6.8. any similar loss or damage, whether or not in the reasonable contemplation of the Parties at the time of execution of the Contract,

and in each case arising from or in connection with the performance of the applicable Contract, whether arising from a breach of contract or tort (including negligence) or under any statute or any other basis, in law or equity, and whether or not foreseeable by the Company or the Buyer at the time of entering into the Contract.
- 1.7. **"GST"** means the Goods and Services Tax imposed by *A New Tax System (Goods & Services Tax) Act 1999* (Cth) in Australia and the *Goods and Services Tax Act 1985* in New Zealand and any related acts and/or regulations of either statute.
- 1.8. **"Goods"** means all products and equipment supplied by the Company from time to time including software programmes, spare parts and consumables.
- 1.9. **"Order"** means the Buyer's written response to the Sales Proposal.
- 1.10. **"PPSA"** means the Personal Property Securities Act 2009 (Cth) and, if the Buyer is based and/or the Goods are located in New Zealand, a reference to a section of the PPSA includes a reference to the equivalent section, if any, of the Personal Property Securities Act 1999 (NZ).
- 1.11. **"PPSR"** means the personal property security register created under the PPSA.
- 1.12. **"Sales Proposal"** means the Company's written offer to supply the Goods and/or Services to the Buyer and includes any written amendments issued by the Company prior to or simultaneous with issue of the Order.
- 1.13. **"Services"** means all installation, commissioning, maintenance, repair and on-site and off-site technical support services and software development and installation services provided by the Company to the Buyer from time to time.

- 1.14. **"Terms"** means these Terms and Conditions of Trade, as amended from time to time.

2. APPLICATION

- 2.1. These Terms apply to all Goods sold or supplied and Services provided by the Company.
- 2.2. All provisions of the Contract are set out in these Terms, the Sales Proposal, the Order and the Acceptance of Order.
- 2.3. No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.
- 2.4. The Buyer acknowledges that no employee or agent of the Company has any right to make any representation, warranty or promise in relation of the Goods or the sale of the Goods other than as contained in these Terms.

3. PRICES

- 3.1. Prices are determined by the Company's price list current at the time of order and are subject to change without notice.
- 3.2. Prices do not include GST, the cost of packaging, delivery, freight and insurance to the Buyer's nominated point of collection or delivery, unless specifically stated otherwise in writing.
- 3.3. The Company may vary the Prices to take account of:
 - 3.3.1. any alteration to the manufacturer's price list or quotation on which the Company calculated the Prices;
 - 3.3.2. any changes in freight rates, insurance premiums, exchange rates, rates of duty, and any other costs of supply; and
 - 3.3.3. any alteration to the specifications of the Goods which may be required by law.

4. TERMS OF PAYMENT

- 4.1. Payments are to be made direct to the Company, strictly net, without any deduction or discount other than as stated in these Terms or in the relevant invoice or statement.
- 4.2. On Acceptance of Order, the Buyer must pay to the Company the deposit, if any, stipulated in the Contract, by cheque, credit card or EFTPOS unless otherwise agreed.
- 4.3. If the Buyer defaults on any of its obligations under the Contract, the deposit paid under clause 4.2 will be forfeited to the Company.
- 4.4. Subject to 4.2, payments must be made on or before delivery and, in any case, within thirty (30) days of the date of the relevant invoice or statement even if delivery of the Goods is delayed.
- 4.5. In the absence of any specific written direction to the contrary, payments will be credited against the oldest outstanding account of the Buyer with the Company to the most recent.
- 4.6. The absence of minor parts that does not seriously affect the use of the Goods does not entitle the Buyer to a reduction or a delay of payment.
- 4.7. Interest is payable on all overdue accounts calculated on a daily basis at the rate of two percent (2%) per month as from the due date for payment until payment is received by the Company.
- 4.8. Without limiting any other right available to the Company at law or in equity, the Buyer must indemnify the Company from and against all costs and expenses incurred in enforcing any obligation under the Contract, including but not limited to legal costs on an indemnity basis.

5. PROPERTY IN GOODS

- 5.1. Neither legal nor beneficial ownership of Goods supplied by the Company will pass to the Buyer until such time as the Goods so supplied by the Company to the Buyer from time to time, have been paid in full in cash or cleared funds.
- 5.2. Until the amount payable to the Company in respect of the Goods has been paid in full in cash or cleared funds:
 - 5.2.1. the Buyer will hold the Goods only as bailee for the Company;
 - 5.2.2. the Goods must be stored in such manner that they are readily distinguishable from other products owned by the Buyer or other persons and so as to clearly show that they are the property of the Company; and
 - 5.2.3. the Buyer must indemnify the Company from and against any claim, action, proceeding, damage, loss, cost, expense or liability incurred or suffered by the Company arising out of the possession, use or disposal of the Goods by the

- Buyer or repossession or attempted repossession of them by the Company.
- 6. RISK AND INSURANCE**
- 6.1. The Goods are entirely at the risk of the Buyer from the moment the Goods arrive at the Buyer's premises even though property in and title to the Goods may not have passed to the Buyer at that time.
- 6.2. The Buyer must, at its own expense, maintain the Goods and insure them for the benefit of the Company for their full replacement value against theft, destruction, fire, water and other risks, as from the moment the Goods arrive at the Buyer's premises and until property of and title to the Goods have passed to the Buyer. The Buyer must further take all reasonable measures to ensure that the Company's title to the Goods is in no way prejudiced. If the Goods are lost, destroyed or damaged, any insurance proceeds relating to the Goods in respect of such event that are received by the Buyer, must be paid to the Company immediately on receipt.
- 7. DELIVERY**
- 7.1. Availability dates are estimates only, but the Company will use its best endeavours to maintain the respective estimate date of delivery.
- 7.2. The estimated date for delivery may be extended by a suitable length as determined by the Company in its discretion:
- 7.2.1. if the Buyer fails to supply information in good time required by the Company to execute the order, or if the Buyer changes specifications;
- 7.2.2. in the case of a force majeure event (see clause 30); or
- 7.2.3. if the Buyer is in arrears with its work in connection with the delivery, or if it has not fulfilled its contractual obligations, especially those relating to payment (in relation to this Contract or any other Order with the Company).
- 7.3. The Company may at any time extend the time for delivery of the Goods provided that the extension does not exceed the reasonable amount of time allowable for such delivery.
- 7.4. The Buyer acknowledges and agrees that time is not of the essence in relation to delivery of the Goods by the Company to the Buyer.
- 8. DELIVERY BY INSTALMENTS**
- 8.1. The Company reserves the right to deliver the Goods in whole or by instalments, as well as to deliver prior to the date for delivery, and in such event, the Buyer must not refuse to take delivery of the Goods.
- 8.2. Where the Goods are delivered by instalments, each instalment is regarded as a separate contract.
- 8.3. Any failure on the part of the Company to deliver any instalment within any specified time does not entitle the Buyer to repudiate the Contract in respect of the balance of the Goods that have not been delivered.
- 9. INSTALLATION AND COMMISSIONING**
- 9.1. Unless expressly stated otherwise in the Contract the price does not include installation and commissioning of the Goods.
- 9.2. Where the Company installs and commissions the Goods, the Company will provide the Services of sufficiently technically qualified personnel to supervise the installation and to instruct the Buyer's staff in the operation of the Goods for such period as determined by the Company. The Company makes no recommendation as to the location of the Goods within the Buyer's premises and will install or supervise the installation at the location requested by the Buyer.
- 9.3. The Buyer is responsible for allowing the prompt installation and providing proper maintenance of the Goods which includes providing an adequate foundation and employment of sufficient technically qualified personnel. The Buyer will obtain and provide all necessary permits, equipment, material services, facilities and utilities in compliance with local safety, health, soundproofing and other requirements and taking into account the particular characteristics of the site and the Goods. The Buyer hereby warrants that the premises are suitable for the installation and commissioning of the Goods.
- 9.4. If any payment is in arrears for any Goods or Services, the Company may, in its absolute discretion and without giving notice to the Buyer, suspend installation and commissioning until payment is made and if any such payment remains unpaid for seven (7) days after written demand sent to the Buyer, the Company may cancel the Contract and any other such agreement without prejudice to its right to recover any money then due and owing to the Company by the Buyer or any loss suffered by it as a result of cancellation of the Contract.
- 9.5. The Goods will be deemed to be installed and commissioned when the Company has certified that the Goods is erected and working to specification whereupon the Commissioning Certificate will be signed by the Company's representative.
- 10. INSPECTION**
- Unless the Buyer has inspected the Goods and has given written notice to the Company within seven (7) days after collection or delivery that the Goods do not comply with the relevant specifications or descriptions, the Goods are deemed to have been accepted in good order and condition.
- 11. CANCELLATION OF ORDER AND RETURN OF GOODS**
- 11.1. No order may be cancelled, modified or deferred without the prior written consent of the Company and if such consent is given, it is at the Company's sole discretion, subject to the Company being reimbursed all losses, including loss of profits, and payment of a cancellation and restocking fee (being not less than 15% of the invoice value of the Goods).
- 11.2. The Company will not accept the return of any Goods to it by the Buyer, unless:
- 11.2.1. the Company has previously agreed to the return of the Goods in writing; and
- 11.2.2. the Goods have been returned to the Company's premises within 30 days from the date of delivery to the Buyer.
- 11.3. If the Company agrees to the return of Goods:
- 11.3.1. the Goods must be unsoiled, undamaged and in a resalable condition (if otherwise, the Buyer must pay for all costs of replacement or repair);
- 11.3.2. the Buyer must pay for the delivery, freight, customs, duties, levies and/or insurance in respect of the return of the Goods to the Company; and
- 11.3.3. the Buyer must bear the risk of loss or damage of the Product in transit until arrival of the Goods at the address of the Company as advised by the Company from time to time.
- 11.4. The Company may allow the Buyer credit for returned Goods at the Company's sole discretion, if:
- 11.4.1. the original invoice number and date have been quoted by the Buyer;
- 11.4.2. the Goods have been returned to the Company's premises within 30 days from the date of delivery to the Buyer;
- 11.4.3. where Goods were supplied by the Company in special manufacturers' cartons, the Goods have been returned in those cartons in their original and unmarked condition, complete with all instructions and other documents originally supplied with the Goods; and
- 11.4.4. all charges for outward and inward freight, packing and delivery have been paid by the Buyer.
- 11.5. The Company will not allow a credit or return of the Goods if the Goods are:
- 11.5.1. imported especially for the Buyer or non-standard equipment made to special order; or
- 11.5.2. marked on the Company's invoices as "NOT RETURNABLE".
- 12. RE-SALE OF GOODS**
- 12.1. Should the Buyer be a re-seller of the Goods then, subject to clause 12.2, the Buyer has the right to sell the Goods in its own name at full market value and in the ordinary course of business.
- 12.2. Until the amount payable to the Company in respect of the Goods, and in respect of all other Goods previously supplied by the Company to the Buyer, have been paid in full in cash or cleared funds, any sale of the Goods under clause 12.1 will only be effected by the Buyer as trustee for the Company and the proceeds of such sale and the rights of the Company's Buyer against its own Buyer arising from such sale will be held on trust for the Company. The said proceeds must be held in a separate account or otherwise clearly identified in the books and records of the Buyer.
- 12.3. If the Buyer resells any Goods then, unless the Goods are clearly identifiable by serial numbers or other distinguishing marks, the Buyer is deemed to have disposed of the Goods in the chronological order of supply by the Company to the Buyer (oldest to most recent).
- 13. INCORPORATION OF GOODS**
- 13.1. If the Buyer uses the Goods in some manufacturing or construction process of its own or on behalf of some third party and receives monies from time to time in respect of such use, then the Buyer must hold such monies received in trust for the Company.

- 13.2. The part referred to in clause 13.1 will be deemed to equal in dollar terms to the amount owing by the Buyer to the Company at the time of the receipt of such monies by the Buyer.
- 13.3. Money received by the Buyer excludes any debts due to other parties by the Buyer but not yet paid by the Buyer.
- 13.4. In the circumstances outlined in clause 13.1, the Buyer must not assign or deal with its debts in any way prior to payment of the moneys receivable by the Buyer in respect of the Goods prior to their payment to the Company.
- 14. DEFAULT**
- If:
- 14.1. the Goods or Services are not paid for in accordance with these Terms or any other written agreement between the Company and the Buyer; or
- 14.2. the Company receives notice of, or reasonably believes that a third party may attempt to levy execution against or attach the Goods;
- 14.3. the company or one or more of its directors is or are convicted of a crime of dishonesty;
- 14.4. a form of payment by the Buyer to the Company, such as a cheque, has been dishonoured for insufficient funds;
- 14.5. a writ for execution of judgment against the property of the Buyer in any court proceedings by any judgment creditor against the Buyer has been returned unsatisfied; or
- 14.6. any other event occurs which is likely to adversely affect the Buyer's ability to pay for the Goods (including but not limited to the appointment of a receiver, receiver and manager, administrator, controller, liquidator, provisional liquidator, trustee or similar person [each an "insolvency representative"]) to the Buyer's undertaking),
- then the Company may at any time thereafter, without notice to the Buyer and without prejudice to any other rights which it may have against the Buyer, terminate any contract relating to the Goods or Services.
- 15. RIGHT TO ENTER PREMISES**
- 15.1. In any of the circumstances referred to in the preceding clause, the Buyer:
- 15.2. authorises the Company by itself, its agents or representatives, at all reasonable times, without notice, to enter onto (with force if reasonably necessary) and at all necessary time(s), to remain in and on any premises where the Goods are located in order to collect the Goods, without being guilty of any manner of trespass; and
- 15.3. assigns to the Company all the Buyer's rights to enter onto and remain in and on such premises until all the Goods have been collected.
- 16. ADMINISTRATION, RECEIVERSHIP ETC.**
- In any of the circumstances referred to in clause 14.5:
- 16.1. neither the Buyer nor its insolvency representative or any other person acting for the Buyer and/or its creditors is entitled to sell, charge, remove, dispose of, use or otherwise deal with the Goods in any way inconsistent with the Company's ownership of the Goods, without the Company's prior written approval;
- 16.2. the Buyer, its insolvency representative or any other person acting for or on behalf of the Buyer and/or its creditors is obliged to re-deliver the Goods to the Company immediately on the appointment of the insolvency representative at its or his expense;
- 16.3. if the Goods are returned to or collected by the Company, the Company will within 28 days, account to the Buyer or its legal representative for all monies received for those Goods from the Buyer, less the Company's reasonable administration charges, expenses incurred and loss of profits involved; and
- 16.4. the insolvency representative will become personally liable to the Company on a full indemnity basis in respect of any dealings with or use of the Goods by the Buyer or the insolvency representative occurring after the date of appointment of the insolvency representative and will account to the Company or reimburse the Company for all monies received as a result of such dealings or use of the Goods.
- 17. BUYER AS TRUSTEE**
- If the Buyer carries on business as trustee of a trust then the Buyer warrants that:
- 17.1. the Buyer enters into this Contract as trustee of the trust;
- 17.2. the Buyer has all requisite powers to enter into this Contract;
- 17.3. the beneficiary of the trust approves the purchase of the Goods on these Terms ; and
- 17.4. the assets of the trust are available to the Company in satisfaction of any debt incurred by the Buyer.
- 18. COMPANY'S LIABILITY LIMITED**
- 18.1. The Buyer acknowledges and agrees that:
- 18.1.1. the Buyer has determined that the Goods are fit for the purpose for which the Buyer requires them;
- 18.1.2. the Buyer has not relied on the Company's skill and judgment in selecting the Goods; and
- 18.1.3. the Company is not responsible if the Goods do not comply with any applicable safety standard(s) or similar regulation(s), and that the Company is not liable for any Claim resulting from such non-compliance.
- 18.2. If the Terms or the provisions of the *Competition and Consumer Act 2010* (Cth), the *Sale of Goods Act 1923* (NSW) and, if the Buyer is based and/or the Goods are located in New Zealand, the *Consumer Guarantees Act 1993* and the *Contract and Commercial Law Act 2017* or any other act or the general law impose on the Company a liability for a defect or fault in the Goods then, to the extent to which the Company is entitled to do so, the Company's liability is limited, at the Company's option, to:
- 18.2.1. replacement or repair of the Goods;
- 18.2.2. providing the Services again;
- 18.2.3. supply of equivalent Goods; or
- 18.2.4. payment of the cost of replacing or repairing the Goods or of acquiring equivalent products or having the Services provided by a third party, and in any case, to the full extent permitted by law;
- 18.2.5. the Company will not be liable for any Excluded Loss or Damage; and
- 18.2.6. the Company's total liability to the Buyer is limited to the invoice value of the Goods or Services, as the case may be.
- 19. WARRANTY**
- 19.1. If the Goods are acquired by a consumer, subject to clause 19.2, the Company warrants that the Goods will meet the consumer guarantees as set out in Part 3-2, Division 1 of Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- 19.2. The Company cannot give any warranty in respect of any used or second-hand Goods and, in particular, does not promise that such Goods are free of hidden defects, safe or durable or fit for any particular purpose. Where the Company agrees to commission second-hand Goods, the Company nevertheless does not warrant the condition or performance of such used or second-hand Goods and any costs the Company incurs in repairing, modifying or replacing parts of the Goods will be payable by the Buyer.
- 19.3. If the Goods are not acquired by a consumer, subject to clause 19.2, the Company warrants:
- 19.3.1. that the Goods will be supplied in an undamaged condition; and
- 19.3.2. Goods against defective materials and workmanship for 360 days (except spare parts which are warranted for 90 days only) from the date of delivery to the Buyer, or for a period which is correspondingly shorter on a pro rata basis if the Goods are used or operated for more than one 8 hour shift per day.
- 19.4. These warranties extend only to the Buyer and to no other person and are not transferable.
- 19.5. The warranty period (if any) will start within fourteen (14) days after collection or delivery of the Goods or on the date when the Commissioning Certificate has been signed by the Company's representative in accordance with clause 9.5, whichever is the earlier
- 19.6. The provision of any act or law implying terms, conditions, guarantees and/or warranties which might otherwise apply to or arise out of the Contract are hereby expressly excluded to the full extent permitted by law.
- 19.7. On discovery of any defect in the Goods, the Buyer must notify the Company in writing of such defect. All warranty claims must be received by the Company within seven (7) days of the day of discovery.
- 19.8. The Buyer's failure to provide written notice to the Company of any alleged breach of the above warranty within the required time will release and discharge the Company from any obligation or liability for that breach of warranty.
- 19.9. The Buyer must not carry out any remedial work to allegedly defective Goods without first obtaining the written consent of the Company to do so otherwise all of the Company's warranties will be voided to the full extent permitted by law.
- 20. PERSONAL PROPERTY SECURITY**
- The Buyer acknowledges that if the Company has a security interest in

the Goods and/or their proceeds for the purposes of the PPSA then the Company may register its security interest in the Goods and their proceeds on the PPSR and the Buyer in Australia in accordance with section 157 (3) (b) of the PPSA in New Zealand in accordance with section 148 of the PPSA, waives the right to receive notice of such registration. The Buyer also undertakes, at its own expense, to promptly do anything (such as supplying information) which the Company requests and reasonably requires the Buyer to do for the purposes of ensuring that the security interest is enforceable, perfected or otherwise effective.

21. CUSTOMS DUTIES, TARIFFS AND LEVIES

All applicable customs duties, tariffs and levies are payable by the Buyer unless the order, order confirmation, invoice or other writing indicates otherwise.

22. CATALOGUES AND TECHNICAL DOCUMENTS

22.1. Particulars in leaflets, catalogues, drawings, brochures and other printed material supplied by the Company in relation to Goods are for illustrative purposes only, and are not binding on the Company.

22.2. All technical documents such as drawings, illustrations, descriptions, etc, are the exclusive property of the Company. They must not be made available to third parties, or copied, duplicated or used for reproducing any part of the Goods.

23. SAMPLES

23.1. Any sample inspected by the Buyer is solely for the Buyer's convenience and does not constitute a sale by sample. All samples remain the property of the Company.

24. SPECIFICATIONS

24.1. Subject to clause 24.2, unless otherwise agreed in writing, the Goods are supplied subject to any specification as to weight, quantity, size, dimensions, finishes, chemical composition and physical properties as may be published generally by the Company or as may be set out in any specification issued by the Company in relation to the Goods.

24.2. The Company may vary any specification as to weight, quantity, size, dimensions, finishes, chemical composition and physical properties as the Company considers is normally regarded as being commercially acceptable.

24.3. Where any specifications for the Goods are to be supplied by the Buyer, they must be supplied in a reasonable time to enable the Company to complete delivery by the date for delivery.

25. PRIVACY

25.1. The Buyer acknowledges and agrees that the Company may collect, store and use personal information in relation to the Buyer or, if the Buyer is a company, its directors and officers, for the purposes of considering any credit application from the Buyer or any other purpose related and incidental to the business relationship between the Buyer and the Company.

25.2. The Company agrees that it will not disclose any personal information of the Buyer or its directors or officers to any third party except to obtain credit information concerning the Buyer, make an entry on the Buyer's credit report or to enforce these Terms.

26. INTELLECTUAL PROPERTY

Where Goods supplied by the Company include software programmes and/or where Services provided by the Company include software development unless expressly stated otherwise in writing:

26.1. the Buyer acquires a non-exclusive, non-transferable licence to use such software; and

26.2. the Company retains all intellectual property rights and title in respect of such software.

27. ELECTRONIC TRANSACTIONS

Neither the Company nor the Buyer may dispute, either in or out of court, the binding nature of a declaration made or delivered:

27.1. in accordance with the Electronic Transactions Act 1999 (Cth), Electronic Transactions Act 2000 (NSW) or the equivalent act in any other Australian state or in New Zealand;

27.2. by way of electronic signature, where a trusted service provider (such as DocuSign or pdf Xchange Editor) is used; or

27.3. by emailing a scan of a declaration signed by hand by the declaring party or its representative, on the grounds that it was generated electronically, transmitted over the internet or was an electronic signature.

28. RUSSIAN FEDERATION - SANCTIONS

28.1. The Buyer must not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the Contract that fall under the scope of:

28.1.1. the Autonomous Sanctions Act 2011 (Cth) and the Autonomous Sanctions Regulations 2011 (Cth) (in particular, 5B and 5C of the Autonomous Sanctions Regulations 2011 (Cth).;

28.1.2. the Russia Sanctions Act 2022 (NZ) and its related regulations; or

28.1.3. Article 12g of Council Regulation (EU) No 833/2014.

28.2. The Buyer must use its best endeavours to ensure that the purpose of clause 28.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

28.3. The Buyer must set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of clause 28.1.

28.4. Any breach or violation of clauses 28.1 to 28.3 will constitute a material breach of an essential element of the Contract and the Company will be entitled to seek appropriate remedies, including, but not limited to:

28.4.1. termination of the Contract; and

28.4.2. liquidated damages in an amount equivalent to 25% of the total value of the Contract or price of the goods exported, whichever is higher.

28.5. The Buyer must immediately inform the Company about any problems in applying clauses 28.1 to 28.3, including any relevant activities by third parties that could frustrate the purpose of clause 28.1. The Buyer must make available to the Company information concerning compliance with the obligations under clauses 28.1 to 28.3 within two weeks of the simple request of such information.

29. GOVERNING LAW

29.1. The Contract for the supply of Goods under these Terms is governed by the laws in the State of New South Wales, Australia and any cause of action is deemed to have arisen at the Company's place of business in Sydney, New South Wales.

29.2. The Buyer and the Company submit to the non-exclusive jurisdiction of the courts of New South Wales and courts that hear appeals from those courts.

30. FORCE MAJEURE

The Company will not be liable for any breach of contract due to any matter or thing beyond the Company's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lock-outs, work stoppages, wars, riots or civil commotion, pandemics or epidemics, intervention of public authority, explosion or accident).

31. WAIVER OF BREACH

No failure by the Company to insist on strict performances of any of the terms in these Terms is a waiver of any right or remedy which the Company may have, and is not a waiver of any subsequent breach or default by the Buyer.

32. NO ASSIGNMENT

Neither this Contract nor any rights arising under this Contract may be assigned by the Buyer without the prior written consent of the Company which is at the Company's absolute discretion.

33. SEVERABILITY

If any provision contained in these Terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

THE BUYER ACKNOWLEDGES HAVING READ AND AGREES TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS OF TRADE

.....
(Buyer's Name)

.....
(Signature)

.....
(Date)

.....
(Position)