

TERMS AND CONDITIONS OF SALE

SCOPE OF AGREEMENT- Seller, upon acceptance of an order placed by the Buyer (Order), will supply the products (Products) specified in the Order to the Buyer, pursuant to the terms and conditions of this Agreement and Seller's acceptance of such Order submitted by the Buyer is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in the Order, invoices, acknowledgments or other documents. The details of the Products (e.g quantity, price and product specification) shall be set forth in the relevant Order.

PRICE- The prices payable by Buyer for the Products to be supplied by Seller under this Agreement will be specified in the applicable Order. All prices exclude transportation, costs and taxes. The Buyer shall arrange for the transportation of the Products at its cost and shall be responsible for all payment of taxes including Goods and Service Tax.

TERMS OF PAYMENT –Payment is due 30 days from the date of invoice forwarded to Buyer by the Seller unless otherwise agreed to by Seller in writing. The Seller shall issue a tax invoice at the time of acceptance of the Order. Partial shipments and prorated tax invoices are permitted, if agreed by the Seller. If Buyer does not pay the invoice amount within the payment period as specified in these Terms and Conditions of Sale, the Buyer will in addition pay interest of one and half percent (1.5%) per month on the unpaid balance until paid. Seller may decline to manufacture and/or supply the Products (including withhold shipment) if Buyer does not pay the relevant invoice in accordance with these terms, or if Buyer's credit becomes unsatisfactory to Seller, except on receipt of cash or satisfactory security. In the event, that the Buyer fails to pay the relevant invoice for more than 90 days, the Buyer shall reimburse the Seller for any reasonable costs, including legal fees, sustained by the Seller in collecting such amounts from Buyer.

TITLE, RISK OF LOSS AND FREIGHT TERMS – Risk of the Products shall pass to the Buyer upon delivery to the common carrier, F.O.B. place of shipment, unless otherwise agreed to by Seller in writing.

Property and Title to the Products supplied by the Seller to the Buyer will not pass to the Buyer until such time as the Products have been paid for in full.

PERSONAL PROPERTY SECURITY ACT, 2009

The Buyer acknowledges and agrees that by accepting these terms and conditions, they constitute a Security Agreement that covers the collateral for the purpose of the Personal Property Security Act, 2009 (PPSA):

- (i) Seller holds a Security Interest over all of the present and after acquired Products supplied by the Seller to the Buyer and any proceeds of the sale of the Products ("Collateral") and, subject to any credit terms provided by the Seller, the retention of title pursuant to this Agreement will constitute a purchase money security interest as defined under section 14 of the PPSA (PMSI).
- (ii) The PMSI granted herein will continue to apply to any Products or proceeds of sale of Products coming into existence.
- (iii) The Seller will continue to hold a Security Interest in the Products in accordance with

and subject to the PPSA, notwithstanding that the Products may be processed, commingled or becomes an accession with other Products.

- (iv) Any Seller Security Interest will be a continuing and subsisting interest in the Collateral with priority to the fullest extent permitted by law over all registered or unregistered Security Interest.
- (v) Until title in the Products passes to the Buyer, it will keep all the Products supplied by the Seller free from harm or disposal and shall ensure all such Products are kept free of any charge, lien or Security Interest and not otherwise deal with the Products in any way that will or may prejudice any rights of Seller under this Agreement or the PPSA.

The terms Collateral, Proceeds, Secured Party, Security Agreement and Secured Interest have the meaning given to them under the PPSA.

TAXES - Prices do not include GST, Sales, Use, Excise or similar taxes. Unless Buyer furnishes an appropriate tax exemption certificate, Buyer shall pay to Seller any such tax that Seller may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, ownership, storage, processing, use, consumption, or transportation of any of the Products sold.

PRODUCT WARRANTY - Seller warrants that its Products shall be free from defects in material and workmanship and shall substantially conform to Seller's product specifications (if provided by the Seller) upon shipment. The product warranty period and the usage warranty period are each nine (9) months from the date of the delivery to the carrier (warranty period). If Buyer believes this warranty has been breached, it will provide written notice to Seller as soon as the defect becomes apparent, but no later than six (6) months from the date of shipment. If during the warranty period the Products are found to be defective in material or workmanship or fail to substantially conform to Seller's product specifications, Seller will furnish replacement Products, F.O.B. jobsite, or at Seller's option, refund the purchase price, provided that the Buyer has stored and used the Products in accordance with Seller's instructions and provided further that Seller is given the opportunity to inspect and test the Products within fifteen (15) days from when the defect becomes apparent and is given access to all necessary operating records with respect to the use of the Products.

USAGE WARRANTY - In the event Buyer uses the Products, Seller warrants that certain parameters will be met during usage as per the quotation provided by the Seller of the Product without much substantial variation and shall substantially conform to the contract specifications. If the Buyer believes this warranty has been breached, it will provide written notice to Seller as soon as the defect becomes apparent, but no later than ten (10) days from the date on which the defect was first detected. If during the warranty period the Products are found to be defective in workmanship or fails to substantially conform to specifications, Seller will refund the purchase price, provided the Buyer has stored the Products in accordance with Seller's instructions and provided further that Seller is given the opportunity to inspect and test the Products within fifteen (15) days from when the defect becomes apparent and is given access to all necessary operating records with respect to the use of the Products.

THE EXPRESS WARRANTY SET FORTH IN THIS ARTICLE IS EXCLUSIVE, AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL,

WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. THE BUYER'S EXCLUSIVE REMEDIES AND SELLER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE MATERIAL OR WORKMANSHIP, WHETHER BASED ON WARRANTY, CONTRACT, AND TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED HEREIN.

LIMITATION OF LIABILITY - The liability of Seller, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or nonperformance of obligations in connection with the design, manufacture, sale, delivery, storage, installation or use of the Products, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, shall not exceed the Contract Price and shall in no event include any special, incidental or consequential damages, including without limitation loss of profits or revenue, loss of use of either or prospective profit by one Party to the other, or injury to any Party whether arising out of or alleged to have arisen out of breach of this Agreement, negligence or otherwise; including without limitation loss by reason of plant shutdown or inability to operate at rated capacity; increased expense of operation of plant or equipment; increased costs of purchasing or providing equipment, materials, supplies or services outside of Seller's scope of supply; or incidental or consequential damages of any nature. No such claims shall be asserted against Seller, its agents, employees, subcontractors or suppliers, unless the injury, loss or damage giving rise to the claims is sustained prior to the expiration of the period of warranty specified herein, and no suit or action thereon shall be instituted or maintained unless it is filed in a court of competent jurisdiction within one (1) year after the date the cause of action accrues. This LIMITATION OF LIABILITY shall to the extent permitted at law apply to and prevail over any and all provisions contained in any of the documents comprising this Contract.

FORCE MAJEURE - Seller shall not be in breach of this Agreement as a result of any delay in performing its obligations if such delay is due to anything beyond the reasonable control of the Seller including but not limited to strikes or other labor troubles; inability to obtain raw materials, labor, components, supplies, or fuel, for any reason, including default of suppliers or subcontractors; or any cause which is beyond the reasonable control of Seller, whether of a similar or dissimilar nature and whether or not existing or foreseeable on the date of the Agreement or on the scheduled date of commencement of the manufacturing of the Products. Should any such delay occur, the time for the performance of Seller's obligations shall be extended by a period of time equal to the length of the delay plus such additional time as is reasonably necessary to enable Seller to resume performance of its obligations. Within a reasonable time after Seller becomes aware of a cause entitling it to an extension of time in accordance with this paragraph, Seller shall give notice thereof to the Buyer. Seller shall use reasonable efforts to minimize the delay, but shall not be required to subcontract work or to work additional hours for which premium time is payable or to schedule additional work shifts if such subcontracting, additional hours or shifts would not have been required to meet the schedule except for such delay, unless the Buyer directs that it be done and agrees to pay all additional charges with respect thereto and provided that the work directed to be performed is not prohibited by any applicable labor contract or law.

BACKCHARGES - Seller will not be liable whether by backcharge or otherwise, for the cost of work performed or material or equipment furnished by the Buyer or by third parties unless

such work and the costs thereof have been approved in writing by an authorized representative of Seller.

NON-FIELD TECHNICAL ADVICE - It is expressly agreed that any non-field technical advice furnished by Seller with reference to the use of its Products is given free of charge, and Seller assumes no obligation or liability for the advice given or results obtained. All such advice is given and accepted at Buyer's sole risk.

FIELD TECHNICAL ADVICE - If Seller furnishes a Service Engineer to Buyer's location for the purpose of providing technical or usage advice, Buyer agrees to pay Seller's standard price for that service. Seller disclaims any and all liability for the quality or workmanship of any usage unless Seller or Seller's subcontractor is providing the usage labor.

CANCELLATION - In the event of a cancellation of an Order by the Buyer for Products that are custom manufactured or otherwise made to Buyer's specifications, Buyer shall pay the full unit price on any portion of the Products in the process of manufacture or manufactured but not shipped prior to Buyer's written notice of cancellation.

OVERAGES - To ensure that Seller can meet the agreed quantities of Products that are custom manufactured or otherwise made to Buyer's specifications, Seller may have to manufacture quantities in excess of the agreed purchase amount. In such event Seller may ship to the Buyer and Buyer agrees to pay for such extra charges not to exceed ten percent (10%) of the agreed quantities.

APPLICABLE LAW – This Agreement shall be interpreted and governed in all respects by the laws of the State of New South Wales.

DISPUTE RESOLUTION: The intent of the Parties is to identify and resolve disputes promptly. Except as otherwise provided in this Agreement, before attempting to exercise any legal or equitable remedy, including cancellation of this Agreement for cause, each Party agrees to do the following: (a) Notify the other Party of the nature of the dispute in reasonable detail within Ten (10) days after the dispute occurs. (b) Provide a cure period of not less than Ten (10) days; and (c) Following the cure period, initiate in good faith negotiations between representatives of each Party nominated for this purpose (d) Within Twenty One (21) days after commencement of the negotiations as per paragraph (c), either Party shall be entitled to submit any unresolved dispute for final and binding arbitration. The Parties shall each pay their own respective arbitration expenses and share equally any third party costs of the arbitration. The arbitration shall be conducted under the rules (as in force as of the date of signature of this Agreement) of the Australian Centre for International Commercial Arbitration (“ACICA”) and the place of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. There shall be one arbitrator appointed by mutual agreement of the Parties and in the absence of such agreement, such arbitrator shall be appointed at the request of either Party by the ACICA. Unless the Parties agree to extend this period, the Arbitrator will render its award in writing within thirty (30) days of the close of the hearing. Judgment upon the award may be entered in any Australian court having jurisdiction over this Agreement. In no event shall the Arbitrator have any right or power to award punitive or exemplary damages. All and any awards shall be final and binding upon the Parties who, for the avoidance of doubt, expressly exclude all and any rights of appeal

from all and any awards to the extent that such exclusion may be validly made. Nothing in this Article shall prevent either party seeking injunctive relief.

ENTIRE AGREEMENT - There are no understandings between the parties hereto as to the subject matter of this Agreement other than as herein set forth. All previous communications between the parties hereto, either verbal or written, are hereby abrogated and withdrawn, and this Agreement constitutes the whole agreement between the parties hereto. This Agreement cannot be assigned nor may any conditions be modified, except by a duly approved supplementary agreement signed by both parties. Any provisions of a purchase order which may be issued after this Agreement has been accepted by Seller and which are in conflict with the provisions of this Agreement, shall not be binding on Seller. If this Agreement is incorporated by reference in a purchase order or other document, any commercial terms and conditions printed on the purchase order or other document shall not apply to the extent that they conflict with the terms of this Agreement.