

1. DEFINITIONS

- 1.1 'SELLER' refers to Goldman Energy Pty Ltd.
- 1.2 'BUYER' refers to the 'CUSTOMER/CLIENT' who is specified in the REFERENCE SCHEDULE.
- 1.3 'ORDER/PURCHASE ORDER' refers to the order or any statement of intent in writing by the BUYER to purchase EQUIPMENT and/or services from the SELLER.
- 1.4 'EQUIPMENT' refers to the Chiller and/or related HVAC system components by the SELLER and which is specified in an ORDER/PURCHASE ORDER.
- 1.5 'GUARANTOR' means the party(ies) if any specified in the REFERENCE SCHEDULE.
- 1.6 'INVOICE' refers to the billing invoice raised by SELLER to BUYER for the payment of the amount as per the ORDER.
- 1.7 'PRICE' means the amount payable for the EQUIPMENT and/or SERVICES as set out in the REFERENCE SCHEDULE.
- 1.8 'REFERENCE SCHEDULE' means the schedule attached to this document.
- 1.9 'SERVICES' means the services related to the supply of the Chiller and/or related HVAC system components by the SELLER and which are specified in an ORDER/PURCHASE ORDER.

2. ORDER ACCEPTANCE

- 2.1 Once an ORDER has been accepted by the SELLER, it cannot be cancelled by the BUYER.
- 2.2 Any instructions received by the SELLER from the BUYER for the supply of the EQUIPMENT and/or the provision of SERVICES and/or the BUYER's acceptance of the EQUIPMENT and/or SERVICES supplied by the SELLER shall constitute an agreement on the terms and conditions contained herein.
- 2.3 Where more than one BUYER has entered into this agreement, each of those Buyers shall be jointly and severally liable for all obligations under this document, including, without limitation, payments of the Price.
- 2.4 Upon acceptance of these terms and conditions by the BUYER the terms and conditions are irrevocable and can only be varied with the written agreement of the BUYER, the SELLER and the GUARANTOR if applicable.
- 2.5 The BUYER acknowledges that none of the SELLER's agents or representatives are authorised to make any representations, statements, conditions or agreements which are not expressed by the manager of the SELLER in writing nor is the SELLER bound by any such unauthorised statements.
- 2.6 The BUYER and any GUARANTOR undertake to give the SELLER not less than FOURTEEN (14) days prior written notice of any proposed change in their name and/or any other change in their details (including but not limited to, changes in the their address, facsimile number, or business practice).

3. EQUIPMENT AND SERVICES

- 3.1 The EQUIPMENT and SERVICES is as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the SELLER to the BUYER.

4. BUYER'S DISCLAIMER

- 4.1 To the maximum extent permitted by law, the BUYER hereby disclaims any right to rescind, or cancel any ORDER or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the SELLER and the BUYER acknowledges that he buys the EQUIPMENT relying solely upon his own skill and judgement and that SELLER shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the BUYER and shall not be transferable to any subsequent BUYER.

5. DESIGN BASIS & EQUIPMENT SELECTION

- 5.1 It is the BUYER's responsibility to provide the SELLER with complete technical specifications along with their ORDER/PURCHASE ORDER to enable the SELLER to order from the manufacturer and proceed with the supply of the EQUIPMENT. In case the BUYER fails to provide sufficient technical specifications within FIVE (5) WORKING days from the date of receipt of the BUYER's PURCHASE ORDER, the SELLER reserves the right to revise the price. If the BUYER fails to provide the required technical specifications within THIRTY (30) WORKING days from the date of the BUYER's PURCHASE ORDER, the SELLER reserves the right to cancel the order without any liability or penalty. No order will be raised with the original equipment manufacturer until all required technical specifications are received and acknowledged.
- 5.2 Once the BUYER has provided the SELLER with the required technical specifications, the SELLER shall proceed and place the order on the original EQUIPMENT manufacturer. Henceforth if the BUYER changes any technical specification, the SELLER will have the right to revise the quote and seek damages from the BUYER, including but not limited to costs and expenses the SELLER has incurred in changing the EQUIPMENT specified with the manufacturer.
- 5.3 The BUYER acknowledges that the SELLER, at any time (including after accepting an ORDER):
 - a) reserves the right to discontinue the supply of the EQUIPMENT with One (1) month prior written notice to the BUYER; and
 - b) may, at its own discretion, modify the design, type, and/or specifications of the EQUIPMENT or parts thereof
 and in either case, the SELLER will not be liable for any damage suffered by the BUYER as a consequence of the SELLER exercising its rights under this clause.

6. PAYMENT

- 6.1 Unless otherwise indicated in the quotation, the SELLER shall raise invoices for part payment of the PRICE as per the below payment terms. The BUYER shall pay 100% of each invoice value to the SELLER within THIRTY (30) calendar days from the date of the invoice.
 - (a) 10% - On the date the Buyer places an ORDER with the SELLER;
 - (b) 50% - When the SELLER has placed an order on the Original EQUIPMENT Manufacturer;
 - (c) 40% - When the manufacturer has advised the SELLER that the EQUIPMENT is ready for shipment.
- 6.2 In case of any default on payment by the BUYER, each of the following provisions shall apply:-
 - (a) Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per day and shall accrue at such a rate after as well as before any judgement.
 - (b) If the BUYER defaults in payment of any invoice when due, the BUYER shall indemnify the SELLER from and against all the SELLER's costs and disbursements including on a solicitor and own client basis and in addition, all costs which a third party, including without limitation, a mercantile agent may charge the SELLER's for collection.
 - (c) Without prejudice to any other remedies the SELLER may have, if at any time the BUYER is in breach of any obligation (including those relating to payment of the PRICE), the SELLER may suspend or terminate the supply of the EQUIPMENT to the BUYER and any of its other obligations under the terms and conditions. The SELLER will not be liable to the BUYER for any loss or damage the BUYER suffers because the SELLER exercised its rights under this clause.
 - (d) If any account remains unpaid at the end of the second month after supply of the EQUIPMENT or SERVICES an immediate amount of \$200.00 shall be payable by the BUYER for administration fees which sum shall become immediately due and payable.
- 6.3 In the event that:
 - (a) Any money payable by the BUYER to the SELLER becomes overdue, or in the SELLER's reasonable opinion the BUYER will be unable to meet its payments as they fall due; or
 - (b) The BUYER becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the BUYER or any asset of the BUYER,
 Then without prejudice to the SELLER's other remedies at law:
 - (i) The SELLER shall be entitled to cancel all or any part of any order of the BUYER which remains unperformed in addition to and without prejudice to any other remedies; and
 - (ii) All amounts owing to the SELLER shall, whether or not due for payment, immediately become payable in addition to the interest payable under clause 6.2 (a) hereof.

7. DELIVERY (DDP TO SITE)

- 7.1 The SELLER shall deliver the EQUIPMENT DDP (delivered duty paid) to the site. The following provisions shall apply to the delivery.
 - (a) It is the BUYER's responsibility to provide the address of the site where the delivery of the EQUIPMENT is required upon placement of the PURCHASE ORDER. If the BUYER changes the delivery address post PURCHASE ORDER, the SELLER may revise the price of the quote and seek damages from the BUYER.

- (b) It is the BUYER's responsibility to provide the SELLER with a safe entry and adequate access that is required to deliver the EQUIPMENT at its intended site. Failure or delay in providing this will entitle to the SELLER an extension in fulfilling its contractual obligation to delivery by a specified date. In lieu of this, all associated price impacts will be charged back to the BUYER.
 - (c) Freight charges have been calculated on the condition that the BUYER's representative/recipient will be available to accept the EQUIPMENT & unload at the time of arrival. The BUYER's representative/recipient shall sign the delivery 'Goods Received Note'.
 - (d) All deliveries will be during normal business hours. Any additional costs for delivery outside of normal business hours shall be charged back to the BUYER. Unloading the EQUIPMENT from the transport vehicle and all associated rigging costs are under the BUYER's responsibility.
 - (e) Unless otherwise stated in the Quotation, the SELLER has allowed a maximum of 1 hour within which the BUYER would unload the EQUIPMENT and return the containers. Any delay in unloading the EQUIPMENT will be charged back to the BUYER.
 - (f) In case the BUYER's representative/recipient is not available at site/ the agreed delivery location to accept the delivered EQUIPMENT, the SELLER shall store the equipment at the BUYER's expense and risk for up to SIX (6) months. In this instance, the SELLER reserves the right to obtain due payments from the BUYER and deem the EQUIPMENT as delivered. The SELLER also reserves the right to obtain weekly storage charges from the BUYER.
 - (g) The SELLER's liability ends at the delivery of the EQUIPMENT. Henceforth, it will be the BUYER's responsibility to pay for any damage to the EQUIPMENT or to any public/private property or injury to any person that may occur due to rigging/lifting the EQUIPMENT from the vehicle, non-removal of the EQUIPMENT from the kerbside or unsafe handling of the EQUIPMENT to the desired final installation location.
 - (h) Post-delivery, all storage & handling charges will be the responsibility of the BUYER.
 - (i) Unpacking of the EQUIPMENT and disposal of the packaging material will be the responsibility of the BUYER.
- 7.2 Liability & Damages**
- (a) The SELLER shall employ all reasonable means to meet the agreed delivery date indicated in the ORDER. However, under no circumstances will be SELLER be liable to the BUYER for any direct/indirect loss or consequential damages whatsoever that may occur due to delayed delivery, malfunctioning of the EQUIPMENT supplied, erroneous or sub-standard operation of the EQUIPMENT etc.
 - (b) If the BUYER decides to postpone the delivery of the EQUIPMENT after the agreed delivery date, the SELLER shall store the EQUIPMENT at the BUYER's risk for up to SIX (6) months. The storage charges for this will be borne by the BUYER. In this case, the SELLER reserves the right to invoice the BUYER for payment as if the EQUIPMENT has been delivered and the BUYER will pay all storage charges as per the payment terms of the ORDER.
 - (c) If the BUYER fails to confirm a delivery date after the completion of the SIX (6) months indicated above, then the SELLER will, at its sole discretion sell the EQUIPMENT in its possession and seek damages from the BUYER for any loss that was incurred due to the deferment of the delivery date by the BUYER.
- 8. DEFECTS & RETURNS**
- 8.1 The BUYER will inspect the EQUIPMENT on delivery and will within SEVEN (7) working days of the delivery notify the SELLER of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The BUYER shall afford the SELLER an opportunity to inspect the EQUIPMENT within a reasonable time following delivery if the BUYER believes the EQUIPMENT is defective in any way. If the BUYER fails to comply with these provisions, the EQUIPMENT shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
- 8.2 For defective EQUIPMENT, which the SELLER has agreed in writing that the BUYER is entitled to reject, the SELLER's liability is limited to either (at the SELLER's discretion) replacing the EQUIPMENT or repairing the EQUIPMENT provided that:
- (a) The BUYER has complied with the provisions of clause 8.1;
 - (b) The EQUIPMENT is returned at the BUYER's cost within THIRTY (30) calendar days of the delivery date;
 - (c) The SELLER will not be liable for the EQUIPMENT which has not been stored or used in a proper manner;
 - (d) The EQUIPMENT is returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonable possible in the circumstances.
- 8.3 The BUYER shall give such assistance as SELLER shall require for the purpose of recalling as a matter of urgency any quantities of the EQUIPMENT or any of them from the retail or wholesale market.
- 9. WARRANTY**
- 9.1 Subject to the conditions of warranty set out in clause 9.3 the SELLER warrants that if any defect in any workmanship of the SELLER becomes apparent and is reported to the SELLER within the Defects Liability Period (DLP), which is TWELVE (12) months from the date of Commissioning or EIGHTEEN (18) months from Delivery of the EQUIPMENT, whichever comes first (time being of the essence) then the SELLER will either (at the SELLER's sole discretion) repair the defect or remedy the workmanship.
- 9.2 The SELLER shall inspect the defect once a warranty claim has been raised by the BUYER. If, after the inspection, the SELLER is of the opinion that the EQUIPMENT or alleged defect is not covered by the WARRANTY for any of the reasons indicated under clause 9.3, then the BUYER will be liable for any labour, parts or transport costs incurred by the SELLER to rectify the defect.
- 9.3 The conditions applicable to the warranty given by clause 9.1 are:
- (a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - i) Failure or negligence on the part of the BUYER to properly maintain the EQUIPMENT; or
 - ii) Failure on the part of the BUYER to follow any instructions or guidelines provided by the SELLER; or
 - iii) If the original name and/or serial number and/or identification markings have been defaced, altered or removed; or
 - iv) Any use of the EQUIPMENT otherwise than for any application specified on a quote or order form; or
 - v) The continued use of the EQUIPMENT after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - vi) Fair wear and tear
 - vii) Any accident or act of God.
 - (b) The warranty shall cease and the SELLER shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the SELLER's consent.
 - (c) In respect of all claims the SELLER shall not be liable to compensate the BUYER for any delay in either replacing or repairing the workmanship/EQUIPMENT or in properly assessing the BUYER's claim.
- 9.4 Service Under Warranty (SUW) shall only be available during normal business hours – between 8:00 to 16:00 hours Monday to Friday, and excludes weekends & public holidays. The SUW does not include routine maintenance services such as filter cleaning, rectification of faults arising from power failure, misuse of EQUIPMENT, lack of routine maintenance services or human error.
For work carried out under SUW, the SELLER shall guarantee workmanship for service repair work for a period of THREE (3) months where the works will be performed again in the event of any defects associated with the initial service work.
- 10. INTELLECTUAL PROPERTY**
- 10.1 Where the SELLER has designed or drawn the EQUIPMENT for the BUYER, then the copyright in those designs and drawings shall remain vested in the SELLER, and shall only be used by the BUYER at the SELLER's discretion.
- 10.2 The BUYER warrants that all designs or instructions to the SELLER will not cause the SELLER to infringe any patent, registered design or trademark in the execution of the BUYER's order.
- 10.3 The BUYER agrees to execute, at the cost of the SELLER, any further document which the SELLER may reasonably require to give effect to the provisions of this clause 10.
- 11. TITLE DEED**
- 11.1 It is the intention of the SELLER and agreed by the BUYER that property in the EQUIPMENT shall not pass until:
- (a) The BUYER has paid the PRICE and all other amounts owing for the particular EQUIPMENT, and
 - (b) The BUYER has met all other obligations due by the BUYER to the SELLER in respect of all contracts between the SELLER and the BUYER, and that where practicable the EQUIPMENT shall be kept separate until the SELLER shall have received payment and all other obligations of the BUYER are met.
- 11.2 Receipt by the SELLER of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the SELLER's ownership of rights in respect of the EQUIPMENT shall continue.
- 11.3 It is further agreed that:

- (a) Until such time as ownership of the EQUIPMENT shall pass from the SELLER to the BUYER the SELLER may give notice in writing to the BUYER to return the EQUIPMENT to the SELLER. Upon such notice the rights of the BUYER to obtain ownership or any other interest in the EQUIPMENT shall cease.
- (b) The SELLER shall have the right of stopping the EQUIPMENT in transit whether or not delivery has been made; and
- (c) If the BUYER fails to return the EQUIPMENT to the SELLER then the SELLER or the SELLER's agent may enter upon and into land and premises owned, occupied or used by the BUYER, or any premises as the invitee of the BUYER, where the EQUIPMENT is situated and take possession of the EQUIPMENT.
- (d) The BUYER is only a bailee of the EQUIPMENT and until such time as the SELLER has received payment in full for the EQUIPMENT then the BUYER shall hold any proceeds from the sale or disposal of the EQUIPMENT on trust for the SELLER.
- (e) The BUYER shall not deal with the money of the SELLER in any way which may be adverse to the SELLER.
- (f) The BUYER shall not charge the EQUIPMENT in any way nor grant nor otherwise give any interest in the EQUIPMENT while it remains the property of the SELLER.
- (g) The SELLER may require payment of the Price or the balance of the Price due together with any other amounts due from the BUYER to the SELLER arising out of these terms and conditions, and the SELLER may take any lawful steps to require payment of the amounts due and the Price.
- (h) The SELLER can issue proceedings to recover the Price of the EQUIPMENT sold notwithstanding that ownership of the EQUIPMENT may not have passed to the BUYER.
- (i) Until such time that ownership in the EQUIPMENT passes to the BUYER, if the EQUIPMENT is so converted, the parties agree that the SELLER will be the owner of the end products.

12. PERSONAL PROPERTY SECURITIES ACT 2009 (CTH) (PPSA)

- (a) Defined terms used in this clause 12 have the same meaning as given to them in the PPSA.
- (b) SELLER and the BUYER acknowledge that these terms and conditions constitute a Security Agreement and gives rise to a Purchase Money Security Interest (PMSI) in favour of SELLER over the EQUIPMENT supplied to the BUYER, as Grantor, pursuant to a contract, and over the Proceeds (including and sale monies or an account for such monies and insurance monies). The goods supplied or to be supplied under a contract fall within the PPSA classification of "other goods" and "inventory" acquired by the BUYER pursuant to these Conditions.
- (c) The BUYER acknowledges that the SELLER, as Secured Party, is entitled to register its interest in the goods supplied or to be supplied to the BUYER, as Grantor, under a contract on the PPSA Register as Collateral.
- (d) The BUYER waives its rights to any of the following under the PPSA:
 - (i) receive notification of or a copy of any Verification Statement confirming of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the purchaser, as Grantor, to SELLER;
 - (ii) receive notice of removal of an Accession under section 95;
 - (iii) receive notice of an intention to seize Collateral under section 123;
 - (iv) receive notice of disposal of Collateral under section 130;
 - (v) receive a Statement of account if there is no disposal under section 130(4);
 - (vi) receive notice of retention of Collateral under section 135;
 - (vii) redeem Collateral under section 142;
 - (viii) reinstate the Security Agreement under section 143;
 - (ix) object to the purchase of the Collateral by the Secured Party under section 129;
 - (x) receive a Statement of account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged
- (e) the BUYER agrees that, to the extent permitted by law, nothing in section 130 to 143 of the PPSA will apply to, or the Security under, these conditions
- (f) the BUYER agrees that in the event that it grants a 'non purchase money security interest' in the Proceeds (within the meaning in the PPSA) to a third party as original collateral for new value, the BUYER will:
 - (i) on the direction of SELLER, purchase new inventory from SELLER with the proceeds of sale within 7 days of any notice under the PPSA; or
 - (ii) on the direction of SELLER, pay SELLER all outstanding amounts in the account

13. START-UP AND COMMISSIONING

- 13.1 It is the BUYER's responsibility to provide the SELLER with a safe entry and adequate access that is required to carry-out the required services. Failure or delay in providing this will entitle to the SELLER an extension in fulfilling its contractual obligation. In lieu of this, all associated price impacts will be charged back to the BUYER.
- 13.2 If the EQUIPMENT had to be disassembled prior to shipment by the SELLER, assembling of the EQUIPMENT at site shall be carried out by the BUYER under supervision of the SELLER OR the SELLER's REPRESENTATIVE. Installation of the EQUIPMENT is the responsibility of the BUYER.
- 13.3 If the EQUIPMENT is required to be disassembled at the site by the BUYER for any reason whatsoever, the BUYER has to notify the SELLER prior to any disassembling of the EQUIPMENT. Under the supervision of the SELLER or SELLER's approved representative, the BUYER shall carryout the required disassembling of the EQUIPMENT at the BUYER's risk.
- 13.4 It is the BUYER's responsibility to provide the required power & water supply for the start-up and operation of the EQUIPMENT.
- 13.5 A Pre-Commissioning check-list is to be completed by the BUYER prior to the SELLER's representative attending the site to complete commissioning. If it is found that commissioning cannot be completed due to issues outside of the SELLER's control, any damages or loss caused to the SELLER will be reimbursed by the BUYER.

14. THE AUSTRALIAN CONSUMER LAW OR THE COMPETITION AND CONSUMER ACT OF 2010

- 14.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law or the Competition and Consumer Act of 2010 in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

15. PRIVACY ACT 1988

- 15.1 The BUYER and/or the Guarantor/s agree for the SELLER to obtain from a credit-reporting agency a credit report containing personal credit information about the BUYER and Guarantor/s in relation to credit provided by the SELLER.
- 15.2 The BUYER and/or the Guarantor/s agree that the SELLER may exchange information about BUYER and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
 - (a) To assess an application by BUYER;
 - (b) To notify other credit providers of a default by the BUYER;
 - (c) To exchange information with other credit providers as to the status of this credit account, where the BUYER is in default with other credit providers; and
 - (d) To assess the credit worthiness of BUYER and/or Guarantor/s.
- 15.3 The BUYER consents to the SELLER being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 15.4 The BUYER agrees that Personal Data provided may be used and retained by the SELLER for the following purposes and for other purposes as shall be agreed between the BUYER and SELLER or required by law from time to time:
 - (a) Provision of Services & EQUIPMENT;
 - (b) Marketing of Services and/or EQUIPMENT by the SELLER, its agents or distributors in relation to the Services and EQUIPMENT;
 - (c) Analysing, verifying and/or checking the BUYER's credit, payment and/or status in relation to provision of Services/EQUIPMENT;
 - (d) Processing of any payment instructions, direct debit facilities and/or credit facilities requested by BUYER; and
 - (e) Enabling the daily operation of BUYER's account and/or the collection of amounts outstanding in the BUYER's account in relation to the Services and EQUIPMENT.
- 15.5 The SELLER may give, information about the BUYER to a credit reporting agency for the following purposes:
 - (a) To obtain a consumer credit report about the BUYER; and/or
 - (b) Allow the credit reporting agency to create or maintain a credit information file containing information about the BUYER.

16. BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENTS ACT 1999

- 16.1 At the SELLER's sole discretion, if there are any disputes or claims for unpaid EQUIPMENT and/or Services then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.
- 16.2 Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.

17. GUARANTEE AND INDEMNITY

- (a) The GUARANTOR guarantees the due and punctual payment of all monies and the performance of all obligations owing from time to time by the BUYER to the SELLER.
- (b) The GUARANTOR indemnifies the SELLER from and against all losses, costs, charges and expenses, including, without limitation, legal costs on an indemnity basis which the SELLER may suffer by reason any breach or non-performance by the BUYER of its obligations under these terms.
- (c) The liability of the GUARANTOR under this clause is not affected or discharged by any of the following: the variation of these terms; the granting of any indulgence or extension of time by the SELLER to the BUYER; the SELLER failing to make a demand on the BUYER for the payment of monies or the performance of obligations and any agreement made between the SELLER and the BUYER for any reason
- (d) The guarantee in this clause is a continuing guarantee and is not wholly or partially discharged by the payment at any time of monies owing or the settlement of account and applies to monies and obligations which are presently owing by the BUYER and which may become owing in the future.

18. GENERAL

- (a) If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- (b) All EQUIPMENTS supplied by the SELLER are subject to the laws of New South Wales and the SELLER takes no responsibility for changes in the law which affect the EQUIPMENTS supplied.
- (c) The SELLER shall be under no liability whatever to the BUYER for any indirect loss and/or expense (including loss of profit) suffered by the BUYER arising out of a breach by the SELLER of these terms and conditions.
- (d) In the event of any breach of this contract by the SELLER the remedies of the BUYER shall be limited to damages. Under no circumstances shall the liability of the SELLER exceed the Price of the EQUIPMENT.
- (e) The BUYER shall not set off against the Price amounts due from the SELLER.
- (f) The SELLER may license or sub-contract all or any part of its rights and obligations without the BUYER's consent.
- (g) The SELLER reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the SELLER notifies the BUYER of such change.
- (h) Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- (i) If the SELLER fails to claim or delays in claiming/exercising something that it is entitled to under this contract, this does not amount to a waiver of the SELLER's rights. Any waiver of right must be in writing.
- (j) If the introduction of the Carbon Pollution Reduction Scheme results in an additional financial cost to the SELLER in regards to the manufacture of the EQUIPMENT, the SELLER shall be entitled to pass on the to the BUYER the reasonable net cost impact, which was incurred by the SELLER due to the introduction of this scheme.

REFERENCE SCHEDULE

CUSTOMER NAME, ADDRESS AND ACN	
PRICE	
GUARANTOR NAME, ADDRESS AND ACN (IF APPLICABLE)	

EXECUTION

BUYERS that are individuals, sole traders, partnerships or trusts with individuals as trustees

SIGNED SEALED AND DELIVERED)
 by (INSERT NAME))
 in the presence of:)

.....

.....
 Witness

SIGNED SEALED AND DELIVERED)
 by (INSERT NAME))
 in the presence of:)

.....

.....
 Witness

SIGNED SEALED AND DELIVERED)
by **(INSERT NAME)**)
in the presence of:)

.....

.....
Witness

Buyers that are corporations or trusts with a corporate trustee

EXECUTED by the Customer)
(INSERT COMPANY NAME))
A.C.N.)
pursuant to Section 127 of the)
Corporations Act, 2001)
in the presence of:)

.....
Director

.....
Secretary

SIGNED SEALED AND DELIVERED)
by **(INSERT DIRECTORS NAME OR GUARANTORS NAME)**)
in the presence of:)

.....
Director/Guarantor (cross out if not inapplicable)

.....
Witness

SIGNED SEALED AND DELIVERED)
by **(INSERT DIRECTORS NAME OR GUARANTORS NAME)**)
in the presence of:)

.....
Director/Guarantor (cross out if not inapplicable)

.....
Witness