

Automated Logic Australia Pty Ltd ACN 102 691 332 – Standard Terms & Conditions

Definitions:

- “**ALC**” means Automated Logic Australia Pty Ltd ACN 102 691 332
- “**Buyer**” means the company, firm or person named in a sales invoice or any other document issued by ALC pursuant to which ALC will sell.
- “**EOM**” means end of month.
- “**Party**” means a party to this document.
- “**Seller**” means the company, firm or person to whom ALC issues a purchase order for goods or services to the Buyer to be sold or provided by the Seller to ALC.
- “**Subcontract Agreement**” means the ALC standard subcontract agreement relevant to a project.
- “**Subcontractor**” means the company, firm or person providing services to ALC in the Subcontract Agreement.

Terms and Conditions of Purchase

This part only applies to an agreement between ALC and a Seller (which means ALC is the purchaser of goods and services from the Seller).

Terms and Conditions:

A purchase order when issued by ALC and accepted by the Seller constitutes a valid and binding contract, subject to the conditions hereof which, for the avoidance of doubt, are deemed to be incorporated into each purchase order.

1. No change, modification, revision or alteration to this purchase order or the terms and conditions hereof shall be binding upon the Purchaser unless agreed to in writing.
2. No liability shall attach to the purchaser to make payment to the Seller for material and equipment until the material and equipment have been physically received, inspected and approved by ALC and where required certifications for the material and equipment have issued to ALC.

3. The purchase order number must be quoted on all invoices, correspondence, bills of lading, packing slips, packages and crates.
4. Time for delivery is and will always be of the essence under any purchase order issued by ALC to the Seller. Without prejudice to any of the ALC's rights, ALC shall have the right at its absolute discretion to refuse to accept delivery of all or any part of this order not delivered within the time specified in the relevant purchase order.
5. The Seller shall not be entitled to date its invoices any earlier than the date upon which delivery is actually made to the designated place of delivery.
6. All material and equipment supplied pursuant to this order shall be as specified and will be of merchantable quality and free from any defect of any kind whatsoever, be new and unused and free from any encumbrance or security interest, be fit for the purpose for which they are acquired; correspond with sample in quality (if any); and carry any applicable manufacturer's warranty which shall pass to ALC. Without prejudice to its other rights, ALC may at its option return the materials and/or equipment to the Seller if in its opinion the material and/or equipment do not comply with the requirements of this clause 6.
7. All material and equipment supplied pursuant to this order shall be suitable for use in Australia and comply with all relevant Australian Standards and regulations
8. Notwithstanding the terms of any documents issued by or on behalf of the Seller, the terms and conditions hereof shall apply and the Seller shall be deemed for all purposes to have agreed to accept these terms and conditions upon acceptance of the order or by making a delivery to ALC as directed.
9. Any warranty or guarantee issued by or on behalf of the Seller shall not be binding upon ALC insofar as it would have the effect of limiting the terms and conditions hereof.
10. Should cost escalation apply, such sums will be calculated only to the requested delivery date on the relevant purchase order.
11. The Seller will acknowledge no qualifying conditions contrary to any of the above conditions or those detailed on the relevant purchase order.
12. Terms of payment will be 60 days from the end of the month in which an invoice for the goods is received at ALC's office or any other place nominated on a purchase order. Invoices relating to a purchase order must be received and date stamped by ALC by the

18th working day of the month following the end of the month of delivery or claim. Failure to comply with the above may prolong processing and subsequently delay settlement. Payments may exclude retention applicable to certain contracts.

13. Insurances

The Seller shall (at its own cost) effect and keep in force during the supply of any goods or services required under a purchase order the insurances as required by law or that a prudent person would customarily take out in relation to the supply of the goods or services having regard to the identity and description of the goods or services.

14. Seller's Indemnity

The Seller releases and indemnifies ALC and its employees and agents against all costs, losses, liabilities, damages, fines, penalties, economic losses, loss of profits, actions claims and demands (including the cost of defending or settling any action claim or demand) suffered by ALC whether arising directly or indirectly out of a breach of this agreement by the Seller or the wilful, fraudulent, reckless, negligent or intended act or omission of the Seller, its agents, employees or subcontractors or of any other person for whose acts or omissions the Seller is vicariously liable, except to the extent that any of the loss, liability, damages, costs and expenses are caused by or contributed to by ALC's negligent act or omission.

Terms & Conditions of Sale

This part only applies to an agreement between ALC and a Buyer where ALC is a supplier of goods or services to the Buyer under a purchase order or quotation.

Terms and Conditions:

1. Quotation

1.1 Any quotation given by ALC shall not constitute an offer and is valid for a period of 30 days from the date of issue unless otherwise stated.

1.2 Prices given in any quotation are applicable to that quotation only and will not apply in any other instance.

1.3 Prices are based upon goods or services to be supplied during regular working days and hours and labour rates do not include any site allowances, special conditions; or after hours or weekend labour, unless otherwise specifically stated in the quotation.

1.4 The Buyer agrees to pay ALC the price specified in the quotation.

2. Goods and Services Tax

- 2.1 If any supply made is subject to GST, the Buyer must pay to ALC an additional amount equal to the GST payable.
- 2.2 The Buyer must pay the GST amount at the same time as the Buyer must pay the price, or if partial payment invoices are issued, at the same time as the Buyer must make the partial payment.

3. Delivery date

- 3.1 Any quoted delivery dates are estimates only. ALC is not obliged to meet such dates and will not be liable to the Buyer by reason of delays caused by any reason whatsoever.
- 3.2 ALC shall be under no liability for direct or consequential loss or damage to the Buyer arising from delay or postponement in delivery.

4. Order

- 4.1 A written order is to be submitted by the Buyer to ALC quoting at least an order number, a reference to our proposal or offer and a price.

5. Order Acceptance

- 5.1 Any order from the Buyer to ALC for the supply of goods or services shall not be binding upon ALC until either accepted or fulfilled by ALC.
- 5.2 These terms of sale apply to the Buyer and to ALC in respect of any goods or services ordered by the Buyer and any terms of sale set out in the Buyer's order deviating from or inconsistent with these terms of sale will not bind ALC despite any statement by the Buyer in its order that its terms and conditions shall prevail over these terms of sale.

6. Order Variation

- 6.1 If ALC is asked to carry out additions or modifications to the goods or perform additional or more frequent services than those set out in ALC's quotation, they will be deemed a variation and the price will be adjusted accordingly. Any variation will take into consideration the nature and extent of such additions or modifications and the cost

ALC incurs in performing them, but all other conditions of the quotation and these terms of sale will continue to apply.

7. Progress claims, Off-site claims

7.1 ALC reserves the right to issue progress payment invoices as Goods are either stored and protected off-site or supplied and certain Services are completed and will issue a final invoice on delivery of the Goods and/or completion of the Services (less progress claims). Such progress claims will show Goods made available and/or Services provided. Payment is to be made by the Buyer in accordance with the terms of these terms of sale.

8. Payment Terms and Credit Policy

8.1 The Buyer undertakes to pay ALC the agreed price for goods and/or services supplied by ALC within the terms agreed, or if no time for payment is specified, not later than 30 days from the date of invoice.

8.2 Sales will be made subject to ALC's standard conditions of sale.

8.3 ALC may make available credit facilities. In consideration of ALC's supplying credit facilities to the Buyer (which may include another party applying to ALC for the credit facilities to cover the obligations and liabilities of the Buyer and in which case that applicant will also be referred to as the Buyer for the purposes of this document), it is irrevocably agreed as follows:

- (a) Notwithstanding that the risk in the goods sold shall pass to the Buyer immediately upon delivery, title and property in the goods sold shall remain with ALC until such time as full payment is made to ALC for all amounts owing by the Buyer so that the Buyer's total indebtedness to ALC under the terms and conditions of sale is discharged.
- (b) In the event that the Buyer fails to make payment for the goods in accordance with the terms of this contract then ALC shall have the right to recover from the Buyer the goods for that purpose the servants or agents of ALC may enter upon the Buyer's premises in order to effect recovery and use any reasonable means of force in order to effect recovery.

(c) ALC shall have the right to resell or otherwise dispose of the goods so recovered. Without reference to the Buyer.

(d) If any of the goods are incorporated into or used by the Buyer as parts components or materials in respect of any other product of the Buyer before payment in full has been made for the goods then the property in the whole of the product into which the parts or components have been incorporated shall be and become that of ALC and remain the property of ALC until such time as payment in full has been made by the Buyer.

8.4 Notwithstanding the provisions of the terms of payment shall become due immediately upon the Buyer (being a natural person) committing any act of bankruptcy or if the Buyer (being a company) commits any act which entitles any person to apply to wind up the Buyer or if a liquidator, receiver or receiver and manager, mortgagee in possession, administrator or other like officer is appointed to the Buyer.

8.5 The Buyer acknowledges that until his total indebtedness to ALC is discharged he holds to the Buyer's customers before payment in full for the goods has been made then the Buyer in a position of fiduciary shall:

(a) Assign to ALC the benefit of any claim against such customers, and

(b) Account fully to ALC for the proceeds of the sale of the goods sold or any part thereof until the Buyer's total indebtedness to ALC is discharged.

9. Retention of monies

9.1 Retention of monies owing to ALC is not acceptable unless otherwise specifically stated. If retentions are agreed ALC shall have the option to provide a bank guarantee in lieu of the retention. Such guarantee shall be held for a period not in any event to exceed a maximum of the period of warranty provided in respect of the goods or services.

10. Payment and Title

10.1 Property and ownership in the goods will not pass to the Buyer but will remain in ALC until payment in full of the price of goods and all other amounts owing to ALC by the Buyer. The Goods are to be clearly identified by the Buyer as remaining the property

of ALC until they are paid for in full. The Buyer must so long as ALC is entitled to the property in the goods, store the goods so that they are clearly identifiable as the property of ALC.

11. Limitation of liability

11.1 The Buyer acknowledges and agrees that ALC has no liability in contract, tort (including negligence or breach of statutory duty), by statute or otherwise for loss or damage (whether direct or indirect) of profits, use, income, rental, opportunity (including potential business opportunity), revenue, goodwill, bargain, production, contracts, business, reputation or anticipated savings, corruption or destruction of data or for any liquidated, indirect, incidental, special, economic or consequential loss, cost, liability, expense or damage whatsoever.

11.2 Despite any other provision to the contrary, ALC will not be responsible or liable for any claim where such claim arises as a result of:

- (a) damage after delivery, incorrect installation or incorrect operational procedures caused or contributed by the Buyer or a third Party;
- (b) mechanical or electrical overload, abrasion, erosion, corrosion, chemicals, energy supply, foreign materials, deterioration due to extremes of environment, normal wear and tear or any other event or cause beyond the control of ALC.

11.3 To the maximum extent permitted by law, ALC excludes all conditions, statements, representations, guarantees and warranties implied into these terms of sale, and limits its liability for breach of any non-excludable condition and warranty, at ALC's option, to:

- (a) in respect of goods:
 - (i) repairing the relevant goods;
 - (ii) paying the cost of having the relevant goods repaired;
 - (iii) request the return of the goods and tender to the Buyer the purchase price paid by the Buyer; or
 - (iv) resupplying the relevant goods or equivalent goods;
- (b) in respect of services, resupplying the relevant services.

12. Intellectual property

12.1 The Parties agree that:

- (a) the intellectual property of Party existing prior to the date of these terms of sale remains the sole and exclusive property of that Party; and
- (b) the right, title and interest in any intellectual property created by that provision of the goods or the services by ALC is vested in ALC.

12.2 The Buyer must provide to ALC all reasonable assistance requested by ALC to protect that intellectual property.

13. Entire agreement

13.1 The agreement between ALC and the Buyer shall be constituted in its entirety by these terms of sale together with ALC's quotation and any credit approval and/or guarantee required to be provided by the Buyer to ALC and supersede all prior representations, contracts, statements and understandings, whether verbal or in writing.

13.2 No variation, waiver or cancellation of the agreement will be effective unless such variation, waiver or cancellation is expressly accepted by ALC and is in writing.

14. Confidentiality

14.1 The Buyer undertakes that it will not (except in the proper course of its duties under this agreement or as required by law or by ALC) disclose to any person any confidential information relating to ALC or this agreement of which it has become possessed as a result of this agreement or in the negotiations preceding this agreement including the terms of this agreement.

14.2 The obligations under this clause survive termination of this agreement.

Standard Terms & Conditions of Subcontract

This part only applies to an agreement between ALC and a Subcontractor

Unless agreed to in the Subcontract Agreement specific to the project, all terms and conditions of subcontract will be as follows:

Terms and Conditions:

1. Works

1.1 The Subcontractor agrees to perform the works as described on the project as defined in any purchase order and associated documentation, which are to commence and be completed on or before the dates specified in the purchase order. The Subcontractor warrants that all his staff involved in the works have the necessary qualifications to carry out said works.

1.2 All works necessary for the completion of the Subcontract Agreement shall be executed by the Subcontractor without extra charge.

2. Payment

2.1 Valid progress claims will be paid 60 days from EOM in which the invoice is received. The Subcontractor is to advise ALC in writing of the amount to be claimed on or before the 18th day of the month.

All claims must be a complying 'Tax Invoice' containing as a minimum the Subcontractor's company name, ABN and ALC purchase order reference, GST inclusive amount, along with a claim break-up for payment justification.

2.2 Claims will be paid in accordance with the Subcontract Agreement, excluding amounts subject to any rights ALC has to withhold or make deductions.

2.3 Should ALC's claim to its client be rejected or reduced, then the Subcontractors claim may be varied as a percentage in relation to the amount of ALC's claim which is paid.

3. Security

Security monies may be withheld from progress claims in accordance with the Subcontract Agreement.

4. Pricing

All pricing and schedule of rates are those set out in the purchase order and shall be firm and fixed for the duration of the scope of works.

5. Health and Safety

5.1 The Subcontractor is solely responsible for its obligations under all applicable occupation health and safety rules, regulations and legislation. The Subcontractor is required to have the highest regard for the health and safety of all personnel and the environment, whilst at the work place. A copy of the Subcontractor's current Safety Plan including associated documentation is required to be submitted to ALC prior to any works commencing.

5.2 The Subcontractor shall provide all documentation required by ALC with each invoice.

5.3 The Subcontractor shall provide copies of current Professional Indemnity and Public Liability , Broadform and Work Cover Insurance policies to ALC prior to any works commencing all of which must be in a form reasonably acceptable to ALC.

6. Default by Subcontractor

Should the Subcontractor, at any time:

- fail to carry out the works with due diligence to the reasonable satisfaction of ALC;
or
- makes default in the performance or observance of any obligation contained in this agreement or in the purchase order/contract; or
- refuses or neglect to carry out any instruction or goes bankrupt or into liquidation or enters into an arrangement with its creditors;

then the Subcontractor shall be deemed to be in Default.

7. Rectification of Defaults

If within 10 business days after receiving notice to rectify any default, the Subcontractor fails to do so, then ALC, at the cost of the Subcontractor, may without prejudice to any other rights that it may have under the agreement exercise all or any of the following:

- (a) suspend all payments.
- (b) engage another subcontractor to perform the works.
- (c) terminate the Subcontract Agreement. Upon termination, the Subcontractor shall not be entitled to any damages or further payments whatsoever.

8. Variations

ALC reserves the right to direct the Subcontractor to carry out variation works to the contract, which may result in an increase or decrease in contract value. No variation shall be valid, nor paid, unless the works were directed to be carried out by ALC in writing and the value is approved in writing by ALC.

9. Intellectual Property

- (i) The Subcontractor shall ensure that subcontract works do not infringe any patent, copyright, design, know-how, trade secret, trade name or trademark (foreign or domestic) or other such protected rights whether foreign or domestic to which any person may in any way be entitled to and shall hold harmless and indemnify ALC against all liability, expenses, costs, damages, losses, claims and proceedings for or on account of an alleged or actual infringement of such foreign or domestic patent, copyright, design, know-how, trade secret, trade name or trademark or other similar protected rights. The Subcontractor indemnities and will keep ALC indemnified in respect of any claims or loss arising as a result of a breach of this clause.
- (ii) The Subcontractor acknowledged that it is not permitted to use any of ALC's trademarks, brand names, business names, trade names and logos (or those of any of its Related Bodies Corporate as defined in s9 of the *Corporations Act 2001*) without ALC's prior written consent.

10. Subcontractor's Insurance

- (a) The Subcontractor shall indemnify ALC for the duration of any works, against any loss or damage and against all claims and costs whatsoever, arising out of any negligent act or omission of the Subcontractor or out of any default of the Subcontractor under the Subcontract Agreement and the purchase order/contract. The Subcontractor will take out and maintain such insurances as ALC directs but in any event shall take out and maintain all statutory insurances for work related injuries and public liability in the amount specified by ALC.

- (b) The Subcontractor shall provide to ALC prior to commencement of services and/or works, certificates of currency for all relevant insurances.

11. Compliance with Statutory Requirements

The Subcontractor shall comply with all statutory requirements both State (or Territory) and Federal as relates to the services and/or works.

12. Standards and codes

All installation works carried out under this agreement are to be in accordance with, as required and without being exhaustive, the following:

- (a) Installation checklists.
- (b) AS3000:2007.
- (c) Australian Communications Authority Cabling Provider Rules.
- (d) Scope of Work.
- (e) Project Specification and Drawings.
- (f) Works program as issued by ALC.
- (g) Statutory regulations.
- (h) Site and head contract specific requirements.

13. Damages

In the event of a delay or damages of any kind caused by the Subcontractor, the Subcontractor will be liable for such damages.

14. Documentation Conflicts

In the event that the Subcontractor has a head contract, or other instrument of agreement containing conditions, with its client, the Subcontractor agrees to be bound by the provisions of the head contract, and any conflict between the Subcontract Agreement and the head contract shall be resolved first by reference to the head contract and then to the Subcontract Agreement.

15. Audit

Upon reasonable notice from ALC, the Subcontractor agrees to provide ALC or an authorised representative of ALC, with sufficient access to its operating sites,

personnel, books and records in order for ALC to assess and verify the Subcontractor's compliance with this agreement and any contract and accounting and business practices relating to the Subcontract Works.

Standard Terms and Conditions- General Clauses

If there is any inconsistency between a specific clause in a preceding part and the general clauses, the specific clause will take precedence.

1. Liability

1.1 To the fullest extent permitted by law, and notwithstanding any other provision of this Purchase Order, the total aggregate liability of ALC to the Seller/Subcontractor/Buyer, for any and all claims, losses, costs or damages, and costs or claims expenses resulting from or in any way related to an agreement or from any cause or causes shall not exceed the total value of the services or goods in that agreement.

1.2 In no event will ALC be liable for any of the Seller/Subcontractor/Buyer's loss of profit, savings, third party, contracts, revenue, interest or goodwill or for any consequential, indirect, incidental or special loss, damage or expenses even if it has been advised of their possible existence and even if such loss damage or expense is caused by the negligence of ALC, its employees, directors, officers, affiliates, agents or subcontractors.

2. Force Majeure

In the event of any complete or partial stoppage of the business of ALC by reason of any strike, lock—out, fire flood, pandemic, epidemic, terrorist action, government regulation, rule or direction or any other cause beyond the control of ALC, ALC shall have the right at its option to suspend delivery of the goods or to cancel the purchase order or this agreement in whole or in part or to delay payment during the stoppage.

3. Personal Information

ALC processes personal information as described in our privacy notices at <https://www.carrier.com/building-solutions/en/au/>. The parties will comply with applicable personal information privacy laws governing personal information collected, used, processed or disclosed in connection with this purchase order, including the Privacy Act 1988 (Cth) and the associated Australian Privacy Principles, and take all reasonable commercial and legal steps to protect such personal information. If the Seller/Buyer/Subcontractor provides ALC with personal information about any individual, the Subcontractor warrants in favour of ALC that it has the legal right to do so, including notifying the individuals whose personal information it provides to ALC that personal information will be disclosed to ALC.

4. Termination

Without prejudice to any other rights ALC may have at law or under statute or under these terms and conditions or otherwise and without incurring any liability whatsoever to the Subcontractor/Seller/Buyer, ALC may terminate the agreement with such Party immediately by notice in writing if:

- (i) the Subcontractor/Seller breaches any material obligation under these terms and conditions or any purchase order and fails to remedy the breach to ALC's reasonable satisfaction within 20 working days after receiving written notice from ALC specifying the breach and requiring remedy; or
- (ii) the Subcontractor/ Seller ceases to carry on all or substantially all of its business or operations;
- (iii) any execution or other legal process is levied upon any of the Subcontractor or Seller's assets;
- (iv) the Subcontractor/Seller/Buyer or any of its directors, officers or employees becomes for any reason persona non-grata in any jurisdiction or to any government or government official;
- (v) the Subcontractor/Seller fails or refuses to cooperate with any audit or investigation conducted by ALC; or

(vi) the Subcontractor/Seller/Buyer commits an act of bankruptcy or fails to pay its debts as and when they fall due; and/or

(vii) by giving 30 days' notice to Subcontractor/Seller

5. Ethics and Compliance

When carrying out its obligations hereunder, the Seller must comply with the Carrier Supplier Code of Conduct available at <https://www.corporate.carriencom/corporate-responsibility/governance/ethics-compliance/as> updated from time to time, including, without limitation:

- (a) complying at all times with applicable law, including laws prohibiting collusion, conflicts of interest, corruption and unfair competition;
- (b) refraining (directly or indirectly) at all times from offering, promising, attempting to provide or providing any corrupt payment to any employee of ALC or government official, any ownership or financial interest in the Seller;
- (c) promptly and accurately recording in its books and records all transactions and expenses related to the provision of the goods and/or services to ALC;
- (d) comply with all applicable registration and reporting requirements relating to the provision of the goods and/or services to ALC.

6. Modern Slavery Act 2018 (Cth) Compliance.

The Subcontractor /Seller will:

- (a) comply with the Modern Slavery Act 2018 (Cth);
- (b) use reasonable endeavours to ensure that goods and / or services provided to ALC pursuant to this agreement and any purchase order and/or statement of work are procured from a supply chain that is free from modern slavery practices as defined in the Modern Slavery Act 2018 (Cth);
- (c) include in its contracts with its supply chain relating to goods and / or services provided to ALC pursuant to this agreement and any purchase order and/or statement of work, provisions that are consistent with the requirements of the Modern Slavery Act 2018 (Cth) and the Carrier Supplier Code of Conduct;

- (d) have in place, and maintain in place at all times adequate and reasonable policies, controls, and procedures to:
 - (i) prevent, detect, assess and mitigate; and
 - (ii) remediate any instances of modern slavery practices in its operations and supply chain;
- (e) notify ALC promptly, and in any event, within 72 hours of becoming aware of any actual, alleged or reasonably suspected modern slavery practices in its operations and supply chain when directly related to the goods or services provided to ALC pursuant to this agreement and any purchase order and/or statement of work;
- (f) provide ALC within a reasonable period of time following a request by ALC, with all reasonable information to: comply with its reporting obligations under the Modern Slavery Act 2018 (Cth); and investigate any actual, alleged or suspected breaches of the Modern Slavery Act 2018 (Cth).

7. Export Control

ALC is committed as a matter of company policy to strict compliance with the applicable laws and regulations of the countries in which ALC conducts business, including, but not limited to, United States of America's export control and trade sanction laws and regulations and the Customer understands and agrees that:

(a) All sales and distribution of ALC's products may constitute an export, re-export, or retransfer, and such transactions must be in accordance with applicable export and trade control and sanctions laws and regulations ("Export Control Laws") of all applicable countries;

(b) The Buyer/Subcontractor represents that they are aware of and agree to comply fully with the applicable Export Control Laws at the time of the export, re-export, transfer, disclosure or provision of products (including software, technology or services). The Buyer or Subcontractor understands and agrees that ALC's products may not be sold, transferred, exported or re-exported to Cuba, Iran, North Korea, the Crimea region of the Ukraine, Sudan or Syria. For ALC's products that originate in the U.S. or incorporate or include U.S.-origin content, components, accessories or software, these items are subject to the

U.S. Export Administration Regulations (“EAR”) administered by the U.S. Department of Commerce, and various economic sanctions regulations and guidelines of the U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”). For Carrier products that originate in the EU or incorporate EU-origin content, these items are subject to EU Council Directives, Regulations and laws and regulations implemented by EU Member States as applicable, as well as EU sanctions and Restrictive Measures.

(c) The Buyer/Subcontractor/Seller warrants and represents that, the Buyer/Subcontractor/Seller is aware of U.S. and other applicable list-based and program-based sanctions programs, and will refrain from selling or transferring ALC products or services to any party identified on such list or sanctions program.

8. Notices

All notices may be given and served by delivering the same in writing by mail or by e-mail.

9. Assignment

The Parties may not assign, transfer, novate, encumber or otherwise deal with all or part of its rights or obligations under this agreement/purchase order without the prior written consent of ALC.

10. Governing law

The laws of the State of Victoria apply to this agreement and any contract and the parties submit to the exclusive jurisdiction of the courts of the State of Victoria and the courts of appeal therefrom.

11. No partnership or agency.

Nothing under this terms and conditions shall create or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the parties and a party may not make, or allow to be made, any representation that any such relationship exists between the parties. A party shall not have authority to act for, or to incur any obligation on behalf of, the other party, except as expressly provided for in this Agreement or under the terms herein.

12. Entire Agreement

12.1 This agreement and associated purchase order and head agreement (if apply) constitute the entire agreement between the parties. No oral representation contracts, statements and understandings, whether verbal or in writing shall have any effect or relevance.