The following terms and conditions of sale ("General Terms and Conditions") apply to all orders placed with and goods and services supplied by the Company and form part of the Contract.

The Company may by written notice to the Purchaser alter or replace these General Terms and Conditions from time to time. All orders placed subsequently by the Purchaser shall be upon the altered or replaced Terms and Conditions.

DEFINITIONS

In the Contract; unless otherwise provided, the following words shall have the following meanings:

"Company" means Anti Corrosion Technology Pty Ltd ACN 065 791 844 and its successors and assigns.

"Contract" means the contractual arrangements between the Company and the Purchaser for the supply of the Goods and any Services by the Company to the Purchaser and includes, without limitation, any quotation provided by the Company to the Purchaser, any order placed by the Purchaser with the Company which is accepted by the Company and these General Terms and Conditions as varied by the parties in accordance with clause 14.6.

"Force Majeure Occurrence" means one or more of the following: strikes, unforeseen breakdown of machinery, suspension of electricity or other relevant power supply, riots, war, robbery, civil commotion, adverse non-foreseeable weather conditions, disaster caused by fire and/or water, action of government or port authority, delay of vessel, railroad embargoes, inability to obtain transportation facilities, failure of an original product or equipment manufacturer to supply the Goods or any part thereof in a timely fashion or at all or any other event or occurrence beyond the reasonable control of the Company.

"GST" means GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"Goods" means all products to be supplied by the Company to or at the request of the Purchaser.

"Proprietary Information" means any and all information relating to the Goods or any Services including designs, drawings, instruction booklets, specifications, circuit drawings, componentry, trademarks and patents and any and all proprietary information, intellectual property and copyright in such proprietary information.

"Purchaser" means any person, company or entity which enters into a Contract with the Company.

GENERAL CONDITIONS OF SALE

"Services" means all services provided by the Company to or at the request of the Purchaser either pursuant to a Contract or otherwise.

"Unauthorised personnel" means any person(s) not employed by the Company, engaged by or on behalf of the Company or employee(s) of the Purchaser not trained and certified by the Company.

1. PRICES AND ORDERS

1.1 The Company's prices are subject to alteration without notice. Prices are based on current rates for labour, freight, exchange, material cost and landing charges but the price payable by the Purchaser shall be the price ruling at the time the Goods are made available or the Services performed, adjusted to take account of changes in such rates and charges.

1.2 All prices are quoted in Australian dollars and are exclusive of GST and any other taxes or duties, insurance, freight and handling charges in relation to the sale and delivery of the Goods and performance of the Services unless otherwise stated. The Purchaser shall pay GST and any other taxes and duties, insurance, freight and handling charges in addition to the price quoted unless otherwise agreed.

1.3 Quotes are valid for 30 days or such other period as the Company shall stipulate.

1.4 Except as otherwise permitted by the Company, all orders must be in writing.

1.5 No order shall be binding on the Company until it has been accepted by the Company in writing.

1.6 Orders, once accepted by the Company may not be cancelled, except with the prior written approval of the Company (which may only be given where the Company has not incurred or committed to incur any cost or expense in relation to the Goods or any Services).

1.7 The Company will not be bound by clerical errors or omissions whether in computation or otherwise in any quotation, acknowledgement or invoice and the same shall be subject to correction.

1.8 In the event of any conflict between the terms of any quotation or accepted order and these General Terms and Conditions, the express provisions contained in the quotation or accepted order, as the case may be, shall prevail.

2. PAYMENTS AND CHARGES

2.1 Unless otherwise advised in writing by the Company, the Purchaser shall pay the Purchase price (including any applicable GST):

(a) by payment of a deposit in the amount specified by the Company, in a manner acceptable to the Company; and

(b) by progress claims issued by the Company for materials acquired and work undertaken from time to time or as otherwise specified in a quotation issued by the Company.

2.2 Any deposit paid by the Purchaser pursuant to clause 2.1(a) shall be offset against the Company's progress claims issued from time to time. Unless otherwise specified, the standard payment terms are:

(a) payment within 30 days of the date of an invoice from the Company to the Purchaser; and

(b) funds are to be paid into the Company's nominated bank account as specified by the Company from time to time or in such other manner as notified and directed by the Company to the Purchaser.

2.3 The Company reserves the right to charge the Purchaser for any costs, damages, expenses or additional sum ("Additional Amounts") whatsoever that the Company may incur as a result of:

(a) Demurrage or detention of the Goods (to the extent that the same is not caused or contributed to by the Company);

(b) Any increase in duties, taxes, freight, insurance or other charges or expenses from the date of the Contract to the date of delivery; and

(c) Any fluctuation in foreign exchange currency rates affecting the cost to the Company of obtaining the Goods or delivering the Goods to the Purchaser. The Purchaser acknowledges that any sum charged by the Company in respect of such fluctuation may be based upon the entire purchase price, irrespective of whether a deposit has been paid by the Purchaser.

2.4 Additional Amounts shall be paid by the Purchaser in the manner and within the time specified by the Company.

2.5 Any amounts unpaid by the Purchaser on or after the due date shall bear interest at the rate of 12% per annum calculated on a daily basis from the due date until the date the amounts are paid in full. The Purchaser shall pay such interest upon demand to the Company.

2.6 The Purchaser shall upon demand reimburse the Company for all costs (including legal costs on a solicitor/client indemnity basis), expenses or other sums incurred by the Company in the recovery of the moneys due and/or the Goods and in exercising any other rights or remedies available to the Company, which sum shall also carry interest at the rate specified in clause 2.5 if unpaid within one calendar month of demand having been made.
2.7 The extension of credit to the Purchaser by the Company shall be at the sole discretion of the Company and the Company reserves the right to impose a credit limit or to alter or withdraw any credit limit at the Company’s discretion with effect from the date that the Company notifies the Purchaser of such change. If at any time the Company deems the credit of the Purchaser to be unsatisfactory, the Company may require security for payment and may suspend performance of its obligations under the Contract until the provision of sufficient security. All costs and expenses of, or incurred by, the Company as a result of such suspension and any recommencement shall be payable by the Purchaser upon demand.

2.8 Time specified for payment is of the essence.

2.9 Any payments due by the Purchaser to the Company are to be made without deduction or set off in Australian dollars in the manner specified in the Contract or in such other manner as the Company shall stipulate from time to time.

3. SPECIFICATIONS OF GOODS

3.1 Unless otherwise agreed in writing, any Goods supplied by the Company to the Purchaser shall be deemed to operate satisfactorily if the Goods operate in accordance with the relevant specifications for the Goods as advised by the manufacturer of the Goods for which the Company shall otherwise not be liable. To the maximum extent allowable by law, the Company does not warrant the accuracy of any specifications supplied by the manufacturer of the Goods and the Purchaser relies on its own enquiries as to the accuracy of the manufacturer’s specifications for the Goods.

3.2 The Purchaser acknowledges that the ability of the Goods to operate satisfactorily in accordance with their specifications is dependent upon the proper layout and maintenance and installation of the Goods and all parts thereof, proper material control and other factors:

(a) for which the Purchaser is responsible; and

(b) which are beyond the control of the Company.

4. DELIVERY AND RISK

4.1 Unless otherwise agreed in writing:

(a) the Company shall arrange for transport of the Goods to the Purchaser’s specified delivery point;

(b) the Company is entitled to charge the fee for such transport set out in the Contract as the “delivery fee”; and

(c) the Purchaser shall pay the delivery fee upon delivery of the Goods:

(d) the Purchaser is responsible for unloading and positioning of the Goods from the transport vehicle to the final point of installation; and

(e) if no delivery point has been specified by the Purchaser, the Purchaser shall collect the Goods from the Company’s premises within 7 days of the Company notifying the Purchaser that the Goods are ready for collection.

4.2 Delivery of the Goods shall be deemed to occur and the Goods shall be at the Purchasers risk:

(a) in the case of transport to the Purchasers specified delivery point, upon removal of the Goods from the transport vehicle; and

(b) in the case of collection by the Purchaser from the Company’s premises, upon the commencement of the loading of the Goods onto the Purchaser’s vehicle.

4.3 Unless otherwise agreed in writing, the Company shall be entitled to deliver the Goods in one or more lots.

4.4 If the Company notifies the Purchaser that the Goods are ready for transport or collection and the Purchaser requests the Company to hold the Goods:

(a) the Company shall hold the Goods;

(b) delivery shall be deemed to have occurred and the Goods shall be at the Purchaser’s risk from the time of the Purchaser’s request; and

(c) the Company shall be entitled to charge storage fees in respect of the Goods so stored at a commercial rate at the Company’s sole discretion.

4.5 Where clause 4.1 (e) applies and the Purchaser does not collect the Goods within 7 days of notification by the Company that the Goods are ready for collection:

(a) the Company shall hold the Goods;

(b) delivery shall be deemed to have occurred and the Goods shall be at the Purchasers risk from the expiry of the said 7 days; and

(c) the Company shall be entitled to charge storage fees in respect of the Goods so stored at a commercial rate at the Company’s sole discretion.

4.6 If the company has agreed in writing to install the Goods, then:

(a) the Company shall arrange for the installation of the Goods;

(b) the Company is entitled to charge a fee for the installation;

(c) the Purchaser shall pay the installation fee upon the installation of the Goods;

(d) the risk in the goods passes to the Purchaser in accordance with clause 4.2 above;

(e) the Purchaser shall allow the Company and its agents reasonable access to the Purchaser’s premises the relevant site to install the Goods; and

(f) the Company shall use its best endeavours to install the Goods in accordance with any timeframe agreed with the Purchaser in writing however the Company shall not be liable to the Purchaser for any delays arising in installation of the Goods whether or not caused by factors within the control of the Company or otherwise, including but not limited to:

(i) acts of God, fire, explosion, earthquake, civil commotion, theft or acts of vandalism, flooding, inclement weather, strikes, industrial action, lockouts or holidays granted in accordance with industrial awards, vehicle accidents, unavailability of labour, vehicles or equipment or permits required;

(ii) any alterations required to the anticipated scope of the installation works;

(iii) any instruction or delay in instruction by or any omission of the Purchaser or any other relevant third party;

(iv) any deliberate and substantial prevention of or interference with the installation works or the progress thereof caused by the Purchaser or any other relevant third party;

(v) any delay in the supplies of materials or transport or labour or equipment;

(vi) any delay caused by the Purchaser or any other relevant third party providing materials, goods or work;

(vii) any delay caused by proper investigation of any of the above by the Company or the Purchaser.

4.7 In the event that the Goods are to be exported outside Australia to or at the request of the Purchaser, the Goods shall be supplied on a “Free Carrier” (FCA) basis and the Purchaser shall at its cost be responsible for and shall indemnify the Company for:

(a) obtaining all necessary import and export licences, clearances and other consents necessary for the purchase of the Goods; and

(b) ensuring that the Goods and the use to which they are put comply with the laws of the destination.

5. TIME FOR DELIVERY

Clauses 5.2 to 5.4 shall apply in the event that a date for delivery of the Goods (“the Anticipated Date”) is:

(a) specified in the order and accepted by the Company; and

(b) the Purchaser has complied with all its financial obligations under the Contract; and
(ii) provided to the Company in a form acceptable to the Company all technical and other information necessary to enable the Company to complete the order of the Purchaser; otherwise:

(c) the Company shall be deemed to have made no representation to the Purchaser in connection with the date or time of delivery of the Goods;

(d) time for delivery of the Goods is not of the essence;

(e) the reference in clause 5.1 to the Anticipated Date shall be deemed to be a reference to the date 6 months after the date of the Contract.

(f) the Company shall not be liable to any claims by, the Purchaser or for any loss, damage or expense suffered or incurred by the Purchaser including consequential loss or damage whatsoever or howsoever arising in connection with: the date of delivery of the Goods; or any failure to deliver the Goods; and

(g) save as provided by clause 5.1, the date of delivery of the Goods shall not:

 relieve the Purchaser of its obligation to pay the purchase price; or

permit the Purchaser to rescind the Contract and/or reject the Goods.

5.4 In the event of any delay or possible delay in delivery, or failure or possible failure to deliver, to which clause 5.3 does not apply:

(a) save as provided by clause 5.1, the delay shall not

(i) relieve the Purchaser of its obligation to pay for the Goods and any Services; or

(ii) permit the Purchaser to rescind the Contract and/or reject the Goods; and

(b) the Company shall not be liable to any claims by the Purchaser or for any loss, damage or expense suffered or incurred by the Purchaser including consequential loss or damage whatsoever or howsoever arising out of that delay or failure.

6. NON-DELIVERY

6.1 In the event that the Company has not delivered the Goods to the Purchaser prior to the expiration of twelve months from the Anticipated Date (as extended, if applicable):

(a) either the Company or the Purchaser shall thereof be at liberty to give notice in writing to the other party of the termination of the Contract;

(b) upon the giving of such notice, the Contract shall thereupon be at an end; and

(c) neither party shall be subject to any claim whatsoever in connection with the giving of such notice, save as provided by clause 6.2.

6.2 Upon the termination of the Contract pursuant to clause 6.1, all monies paid by the Purchaser to the Company in respect of the Goods shall be refunded to the Purchaser without deduction.

6.3 Upon the termination of the Contract pursuant to this clause, each party hereby releases and forever discharges the other from all obligations and liabilities of whatsoever nature or howsoever arising out of the Contract.

7. RETENTION OF TITLE

7.1 Notwithstanding that the risk in the Goods passes as provided by clause 4, until the Purchase price has been fully paid:

(a) the title in the Goods shall not pass to the Purchaser and shall remain the sole and absolute property of the Company;

(b) the Purchaser shall hold the Goods as bailee of the Company;

(c) the Purchaser must store the Goods in a safe and secure manner and so that they are clearly identifiable as the property of the Company and shall not obliterate, damage or obscure any labels or other identifying marks applied to the Goods by or on behalf of the Company;

(d) the Purchaser shall keep the Goods insured against loss or damage for their full replacement value, noting the interest of the Company on the insurance policy;

(e) the Purchaser shall not encumber the Goods in any way;

(f) upon delivery of the Goods, or, if the Company has agreed to install the Goods upon installation of the Goods, the Purchaser may sell or deal in the ordinary course of business with the Goods and may for the purpose of such sale or dealing part with possession thereof, subject to paragraph (g) and clause 7.2;

(g) in the event that the Purchaser resells the Goods or sells goods manufactured using the Goods, the Purchaser:

(i) shall hold on trust such part of the proceeds of any such sale received by the Purchaser as represents the unpaid balance of the purchase price of the Goods resold or used in the manufacture of goods sold;

(ii) shall hold the proceeds in a separate bank account so that the proceeds are at all times identifiable and traceable as the beneficial property of the Company;

(iii) must pay such amount to the Company upon request; and

(iv) if the Purchaser resells the Goods or sells goods manufactured using the Goods so as to create a debt owed to the Purchaser, the Purchaser hereby assigns all legal and equitable title to that debt to the Company and the Purchaser hereby irrevocably appoints the Company as its attorney with all powers permitted by law for the purpose of effecting any such assignment and recovery of any such debt in the name of the Purchaser for the benefit of the Company.

(h) the Company may enter:

(i) the premises of Purchaser;

(ii) the premises of any associated or related company of the Purchaser where the Goods are located; or

(iii) the premises of any agent of the Purchaser where the Goods are located;

without liability for trespass or any resulting damage and retake possession of the Goods. The Purchaser hereby indemnifies and agrees to defend and hold harmless the Company against any damage howsoever caused in relation to such entry and removal including consequential loss or damage to any third party or to the Purchaser; and

(i) the Company may keep or resell any Goods repossessed pursuant to paragraph (h).

7.2 The Purchaser’s ability to resell or deal with the Goods in the ordinary course of business, shall automatically cease if a receiver, receiver and manager, official or statutory manager or administrator is appointed over any of the assets or undertaking of the Purchaser or if a winding up order is made against the Purchaser or if the Purchaser goes into voluntary liquidation (otherwise than for the purposes of a reconstruction or amalgamation approved by the Company) or calls a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy.

7.3 The provisions of clause 7.1 shall not affect the entitlement of the Company to maintain an action against the Purchaser for the price of the Goods and any Services and any other sum payable by the Purchaser under the Contract.

7.4 To protect the Companies security interest in the Goods until payment, the Company may choose to register a purchase monies security interest under the Personal Property Securities Act 2009 ("the PPSA"). The Purchaser hereby agrees to do all things necessary to facilitate such registration and agrees to sign all documents or do all things necessary for the Company to perfect its rights in respect of the Goods. The purchaser hereby appoints the Company as the Purchaser’s Attorney to sign any document or do anything that may reasonably be required.
to enforce the Company’s rights on default.

7.5 To the maximum extent permitted by law, the Purchaser and the Company agree that the following provisions of the PPSA do not apply to the enforcement by the Company of its security interest in the Goods: Sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143.

7.6 Upon the request of the Purchaser, the Company shall provide the Purchaser with a certificate of conformance in respect of the Goods.

8. CLAIMS AND RETURNS

8.1 The Purchaser shall inspect the Goods immediately upon delivery and, if the Goods are damaged or not otherwise in conformity with the Contract, the Purchaser shall give written notice to the Company of the details thereof within seven (7) days of the date of delivery.

8.2 No claims by the Purchaser shall be recognised where notice has not been given in accordance with clause 8.1 and, save where notice has been given in accordance with clause 8.1, acceptance of the Goods shall be deemed for all purposes to have taken place:

(a) when the Purchaser intimates to the Company that it has accepted the Goods;
(b) when the Purchaser, after delivery of the Goods, does any act in relation to them which is inconsistent with the Company’s ownership of the Goods; or
(c) upon the expiry of seven days from the date of delivery; whichever first occurs.

8.3 Where Goods are the subject of a notice under clause 8.1:

(a) the Purchaser shall leave the Goods in the state and condition in which they were delivered until such time as the Company or its duly authorised agent has inspected the Goods;
(b) such inspection shall be carried out within a reasonable time after notification by the Purchaser; and
(c) if paragraph (a) is not complied with, the Purchaser shall be deemed to have accepted the Goods and the Company shall be entitled to the purchase price.

8.4 After inspection has taken place as provided by clause 8.3: if the Company reasonably determines that:

(i) the Goods are not damaged; or
(ii) the Goods were damaged by the Purchaser or the Purchaser failed to take reasonable steps to prevent the Goods from becoming damaged; and

(iii) the Goods are otherwise not in conformity with the Contract, the Purchaser shall be deemed to have accepted the Goods and the Company shall be entitled to the purchase price;

(b) if the Company reasonably determines that:

(i) the Goods are not damaged; and
(ii) the Goods were not damaged by the Purchaser and the Purchaser took reasonable steps to prevent the Goods from becoming damaged; or

(iii) The Goods are otherwise not in conformity with the Contract, then the Purchaser shall be entitled to any one or more, at the option of the Company, of:

(aa) the replacement of the Goods or the supply of equivalent Goods;
(ab) the repair of the Goods;
(ac) the payment of the cost of replacing the Goods or acquiring equivalent goods;
(ad) the payment of the cost of having the Goods repaired.

8.5 Save where otherwise provided in the Contract:

(a) no Goods will be accepted for return by the Company unless agreed in writing by the Company prior to such return and then only upon conditions acceptable to the Company (including the payment of any restocking charge or administration fee levied by the Company) and at the Purchaser’s entire risk as to loss or damage; and

(b) the Purchaser acknowledges and confirms that the Company is under no obligation to accept the return of any Goods, and has sole and absolute discretion in relation thereto.

8.6 The Purchaser covenants and agrees with the Company that it is the Purchaser’s responsibility to refer to and comply with all relevant Product Data Sheet and Material Safety Data Sheets in respect of the Goods and agrees that no Goods will be accepted for return by the Company unless those Goods have been stored in accordance with the manufacturer’s recommendations or requirements including but not limited to those set out in any relevant Material Safety Data Sheets in respect of the Goods.

9. WARRANTIES AND REPRESENTATIONS

9.1 The Contract contains the entire agreement between the parties on the subject matter of the Contract and:

(a) the Contract shall prevail over any terms and conditions of the Purchaser all of which are hereby excluded;
(b) there are no other oral or written representations, stipulations, warranties, agreements or understandings relating to or connected with the subject matter of the Contract and any representations not confirmed in the Contract are not binding on the Company; and
(c) to the extent permitted by law all implied conditions, warranties and undertakings are expressly excluded.

9.2 The Purchaser:

(a) agrees that it does not rely on the skill or judgment of the Company in relation to the suitability of the Goods for any particular purpose unless it has indicated that purpose in writing to the Company and the Company has acknowledged in writing that the Goods will be fit for that purpose; and
(b) acknowledges that it has chosen the Goods relying on its own skill, expertise and experience.

9.3 Should the Company be liable for breach of a condition or warranty implied by the Competition and Consumer Act 2010 then its liability for breach of any such condition or warranty shall be limited, at its option, to:

(a) in the case of Goods, any one or more of the following:

(i) the replacement of the Goods or the supply of equivalent Goods;
(ii) the repair of the Goods;
(iii) the payment of the cost of replacing the Goods or of acquiring equivalent goods
(iv) the payment of the cost of having the Goods repaired.

(b) in the case of Services, any one or more of the following:

(i) the supply of the Services again; and
(ii) the payment of the cost of having the Services supplied again.

9.4 Subject to clause 9.5, the Company warrants to the Purchaser that if, after acceptance of the Goods, any part of the Goods proves to be defective in workmanship or material within 6 months from the date of the date of delivery of the Goods, the Company will replace or repair the Goods provided that the Purchaser returns the Goods, at the Purchaser’s cost, to the Company.

9.5 The warranty contained in clause 9.4:

(a) applies only to parts of the Goods supplied by the Company;
10. **LIMITATION OF LIABILITY AND INDEMNITY**

10.1 Save where otherwise expressly provided in the Contract, the Company shall not be liable for any claim, loss, damage or expense, whether direct or indirect (including consequential loss or damage) arising out of any:

- breach of contract by the Company;
- negligence of the Company, its employees or agents; or
- act or omission of the Company in connection with the Goods or any Services.

10.2 Without limiting the generality of clause 10.1, the Company shall not be liable for any costs of recovery of the Goods from the field, loss of use of the Goods, loss of time, inconvenience, incidental or consequential loss or damage, or for any other loss or damage, whether ordinary or exemplary, caused either directly or indirectly by use of the Goods or the provision of Services.

10.3 The Company shall not be liable for any defect, damage or other malfunction caused to the Goods by misuse, neglect, accident, vandalism, damage in transit, normal wear and tear, alteration, modification or unusual physical, environmental or electrical stress.

10.4 Without prejudice to any other rights the Company may have against the Purchaser, and to the extent permitted by law, the Purchaser hereby indemnifies the Company against any loss, damage or expense (including, without limitation, costs, whether or not the subject of a court order) incurred by it should the Purchaser breach the Contract or cancel any order or part thereof after entry into the Contract.

11. **DEFAULT**

11.1 Should the Purchaser:

- fail to make due payment of the price of the Goods and any Services or any other sum payable by it under the Contract;
- commit a breach of any term of the Contract;
- being a natural person, commit an act of bankruptcy; or
- being a corporation, by act or omission enable the appointment of an administrator, scheme manager, trustee, official manager, receiver, receiver and manager, liquidator or any other person authorised to enter into possession or assume control of any property of the Purchaser pursuant to a mortgage or other security, then the Company may, without prejudice to any other rights it may have, do any or all of the following:

- Withdraw any credit facilities which may have been extended to the Purchaser and require immediate payment of all monies owing or accrued thereunder;
- Withhold or suspend any further deliveries of Goods or performance of Services required under the Contract;
- Demand the return of the Goods to the Company and, if the Purchaser does not comply with that demand within 48 hours of receiving it the Company shall be entitled to take the action specified in clauses 7.1 (h) and 7.1 (i).
- suspend and/or terminate performance of any other contracts which the Company has with the Purchaser without incurring any liability for doing so.

12. **OWNERSHIP AND CONFIDENTIALITY**

12.1 The Purchaser acknowledges that any proposals, offers, prices and other documentation submitted to it by the Company shall remain confidential and the Purchaser shall not, in any circumstances, divulge or permit to be divulged, such information.

12.2 The Purchaser acknowledges that it has no interest of any kind in any Proprietary Information in respect of the Goods or any Services. The Purchaser specifically acknowledges the Company’s exclusive rights to ownership of all designs, drawings and all other Proprietary Information and of any modification or development based thereon which is developed, supplied, installed or paid for by or on behalf of the Purchaser or any customer of the Purchaser.

12.3 The Purchaser acknowledges that the Proprietary Information is confidential and contains trade secrets and that its disclosure will cause the Company, or any other parties, to suffer financial loss.

12.4 The Purchaser shall implement all measures necessary to safeguard the confidentiality of the Proprietary Information including without limitation:

- allowing its employees, agents and customers access to the Proprietary Information only to the extent necessary to secure the performance of the Goods and requiring, as a condition of such access, that such persons comply with paragraphs (d) and (e);
- co-operating with the Company in the enforcement of such compliance by the Purchaser’s employees, agents and customers;
- not removing or permitting the removal or alteration of any copyright or confidentiality labels placed on the Goods or in respect of any Services by the Company;
- not disassembling, de-compiling or reverse engineering any part of the Goods whether software or hardware;
- not reproducing any part of the Goods whether software or hardware.

12.5 Without limiting the generality of clause 10.4, the Purchaser hereby indemnifies the Company against any loss, costs, expenses, damages or harm suffered or, incurred by the Company in connection with or arising out of or as a result of any breach by the Purchaser of any of the provisions of this clause 12.

13. **GST**

13.1 For the purpose of this clause 13 and except where the contrary intention appears, expressions used in this clause have the meanings given to them in the New Tax System (Goods and Services Tax) Act 1999 (Cth).

13.2 Notwithstanding any other provision in the Contract, the Purchaser shall not be obliged to pay the GST on a taxable supply to it, until the Purchaser has been given a valid tax invoice for the supply.

14. **GENERAL**

14.1 The laws of Western Australia ("the State") govern the Contract and the parties irrevocably submit to the exclusive jurisdiction of the Courts of the State.

14.2 Any provision of, or the application of any provision of, the Contract which is prohibited in any jurisdiction is ineffective only to the extent of that prohibition.

14.3 Any provision of, or the application of any provision of, the Contract which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any jurisdiction.

14.4 If a cause of the Contract is wholly or partly void, illegal or unenforceable, it may be wholly or partly severed (as appropriate) without affecting the enforceability of the remaining provisions of that clause.

14.5 The Purchaser shall not novate or assign the Contract without the written
consent of the Company, save that the Company may waive compliance by the Purchaser with this clause 14.5 if it so chooses.

14.6 Any variation or modification of the Contract shall be in writing signed by both parties.

14.7 In any proceedings commenced by the Company against the Purchaser under this Contract, the Company may effect service of any process in those proceedings by posting the process by pre-paid ordinary mail to the address nominated as the postal address of the Purchaser in this Contract or to the address most recently nominated by the Purchaser as its postal address.