

TERMS AND CONDITIONS FOR SUPPLY OF GOODS

1. DEFINITIONS AND INTERPRETATION

In this agreement:

"ACL" means the provisions of the Australian Consumer Law contained in Schedule 2 of *the Competition and Consumer Act 2010* (Cth) (as amended from time to time).

"Company" means **Intercast & Forge Pty Limited** (ABN 28 090 515 334) and any of its subsidiaries as defined in the *Corporations Act 2001* (Cth) which may supply goods or which accept an order from time to time.

"goods" means any goods, products, materials or services which may be supplied by the Company from time to time including any goods specified in a Contract or invoice.

"Purchaser" means the person to whom any quotation is made and shall include any person offering to contract with the Company for the supply of goods.

Words importing the singular number shall be deemed to include the plural and vice versa. Words importing a gender shall include the other genders and references to persons includes corporations.

2. OFFER AND ACCEPTANCE

- (a) This agreement applies to any supply of goods by the Company to the Purchaser from time to time. This agreement prevails over any inconsistent terms and conditions provided or referred to by the Purchaser, including any order, which will not form part of the Contract.
- (b) The quotation (including any attachments or documents referred to in it) and this agreement constitute the entire contract ("**Contract**") between the Company and the Purchaser with respect to an order.
- (c) For the avoidance of doubt, a quotation by the Company is not an offer to supply goods. Submission of an order to the Company by the Purchaser will be an offer to contract with the Company. On receipt of an order from the Purchaser, unless otherwise specified in the Contract, written notice to the Purchaser or the commencement of supply of goods by the Company will constitute acceptance.

3. DELIVERY

- (a) Any date quoted for delivery is an estimate only. Unless a Contract expressly provides for the payment of liquidated damages for a failure to deliver by the quoted date, the Company shall not be liable to the Purchaser for any loss or damage howsoever arising even if arising out of the negligence of the Company for failure to deliver on or before the quoted date. The Purchaser shall accept and pay for goods if and when it is notified that they are available for collection or otherwise delivered in accordance with the Contract notwithstanding any failure by the Company to deliver by the quoted date. Written notice to the Purchaser that goods are ready for delivery whether in whole or in part shall constitute tendering and the terms of payment shall apply.
- (b) The Company shall not be liable to the Purchaser or any other party for any Consequential Loss or Damage whatsoever by reason of any delay in delivery whether the same is due to the negligence of the Company or any other party, strike or any other industrial action be it of the Company or other party, or any other cause whatsoever.
- (c) The Company reserves the right to deliver by instalments. If delivery is made by instalments, the Purchaser shall not be entitled:
 - (i) to terminate or cancel the Contract; or
 - (ii) to any loss or damage howsoever arising for failure by the Company to deliver any instalment on or before the quoted date.
- (d) Any quotation containing a provision to supply goods "ex stock" is subject to fulfilment of prior orders at the date of receipt of the Purchaser's order.

4. CANCELLATION

- (a) A Contract may only be cancelled, varied or suspended with the written consent of the Company. In the event of such cancellation, variation or suspension, the Purchaser undertakes to reimburse and indemnify the Company for any costs, expenses or charges incurred by the Company in preparation for and in the execution of the Contract which, without limiting the generality thereof, shall include an amount equal to 50 per cent of the net profits to the Company of the Contract had the Contract not been cancelled, varied or suspended.
- (b) In addition to any other rights of the parties to terminate the Contract, either party may terminate the Contract, in whole or in part, at any time and for any reason upon 90 days' written notice to the other party.
- (c) In such case, the Purchaser shall only pay to the Company the following amounts without duplication:
 - (i) the price for all goods that have been completed in accordance with the Contract and not previously paid for; and
 - (ii) the actual costs of work-in-process and raw materials incurred by the Company in furnishing goods under the Contract to the extent such costs are reasonable and are properly apportionable under generally accepted accounting principles to the terminated portion of the Contract less the reasonable value or cost (whichever is higher) of any goods or material used or sold by the Company to third parties with the Purchaser's consent and any damaged or destroyed goods or material.

5. QUANTITIES

No claim for shortage of delivery or shortfall or excess in capacity or performance of less than 10 percent of that ordered will be made by the Purchaser and in any event shall not exceed the invoiced unit price of the goods in respect of which the claim is made. Excess delivery of up to 10 per cent of quantities ordered will be accepted by the Purchaser and payment made for such excess quantities. This clause 5 does not apply when the Purchaser is a Consumer for the purposes of the ACL.

6. DESCRIPTION AND SPECIFICATIONS

- (a) Castings shall be sold with risers, gates, fins and similar extraneous metal removed to approximately the contour of the castings. Where the Purchaser requires additional work on castings, such as machining, heat treatment or independent test requirements in the specifications, these will become part of the price structure. Quotations shall be based on the Purchaser's specifications and in the absence of same, castings will be made to the nearest Australian Standard as deemed appropriate by the Company. The iron produced by the Company can only be welded under specially controlled conditions. No responsibility will be accepted by the Company for damage caused by the failure of a casting which has been welded.
- (b) The Purchaser warrants that any goods manufactured, constructed or supplied by the Company which are based in whole or in part upon designs, drawings or specifications supplied to the Company by or on behalf of the Purchaser shall not infringe any letters patent or registered designs or other forms of intellectual property. The Purchaser shall indemnify and keep indemnified and hold harmless the Company against any action, loss, cost, claim or damage that may be brought against or suffered by the Company for any breach of this warranty by the Purchaser.
- (c) The Company does not warrant or guarantee and it shall not be a term of the Contract between the Company and the Purchaser that any goods manufactured, constructed or supplied by the Company which are based upon any designs, drawings or specifications supplied to the Company by or on behalf of the Purchaser will achieve any standard of performance or capacity whatsoever and the Purchaser acknowledges that it does not rely on the skill and judgement of the Company or the fitness for any purpose of any goods so manufactured, constructed or supplied.
- (d) All painted product delivered by the Company will meet the thickness standard of 10 microns minimum. Any painted casting or component which exhibits excessive corrosion within 6 months of written notice from the Company to the Purchaser under clause 3(a) that the goods are ready for delivery will be replaced or repaired by the Company (at the Company's election) without charge provided that:
 - (i) the casting or component (as applicable), prior to installation or use was not stored in a hostile environment. For the purposes of this clause 6(d)(i), a "hostile environment" includes, but is not limited to, storage in moisture and storage in the vicinity of a corrosive medium and/or an abrasive medium; and
 - (ii) the packaging containing the painted casting or component has not been opened or broken due to mishandling by the Purchaser or a third party.

7. ACCESS

In respect of any work done on the Purchaser's premises or at locations other than at the Company's premises it shall, subject to any written agreement to the contrary, be the duty of the Purchaser to ensure that the conditions under which the work has to be performed, the layout, means of access, accessibility of the different parts of the subject matter being worked upon or handled and other material circumstances shall be suitable for the Company.

8. AMENDMENTS AND WAIVER

The Company shall not be taken to have agreed to any amendment or waiver of any provision of a Contract unless the amendment or waiver shall be in writing signed by **Intercast & Forge Pty Limited**. The Company may vary the terms and conditions set out in this agreement in respect of future Contracts by giving notice or by publishing the revised terms and conditions on its website. The Company may (but is not obliged to) notify the Purchaser that it has done so on a tax invoice or quotation.

9. INSOLVENCY AND DEFAULT

If:

- (a) the Purchaser makes default in any payment due under a Contract or breaches any material term of a Contract;
- (b) a resolution is passed or proposed or a petition is presented or an application filed for the winding up of the Purchaser;
- (c) a receiver or receiver and manager is appointed of the property or any part of the property of the Purchaser;
- (d) the Purchaser makes or proposed to make any arrangement with its creditors;
- (e) the Purchaser is placed under official management;
- (f) execution is levied upon the assets of the Purchaser for an amount in excess of \$1,000.00 and is not within 7 days satisfied; or

- (g) the Company has reasonable grounds to suspect the Purchaser is insolvent or will be unwilling or unable to pay any amount under a Contract when it is due for payment;

then, the Company may, in addition to any other rights under a Contract or at law, withhold further deliveries, terminate the Contract, declare all amounts under a Contract immediately due for payment, enter the premises where any ROT goods are kept and to seize and remove those goods, enforce any security interest in connection with a Contract and/or appoint any one or more persons as a receiver of any collateral (including fixing the receiver's remuneration, removing a receiver, appointing an additional receiver and giving an indemnity). The Purchaser grants the Company an irrevocable license to enter its premises for the purpose of enforcing its rights and taking possession of the goods in accordance with this clause.

The Company may appropriate any moneys paid to it by the Purchaser in such manner and at such times as it determines. Unless otherwise notified to the Purchaser, where the Company supplies particular goods of the same or similar nature on multiple occasions and the Purchaser does not make payment in respect of particular goods, the non-payment is treated as being first in respect of particular goods of the same or similar nature still in the possession of the Purchaser, and then against particular goods which have passed out of the possession of the Purchaser.

10. RETENTION OF TITLE

- (a) Title to the goods will not pass to the Purchaser until payment in full for the goods has been received by the Company. Until the date of final payment the Purchaser shall hold the goods as fiduciary for the Company and ensure that they are clearly identified as the property of the Company.
- (b) The Purchaser may only sell and deliver the goods as the Company's fiduciary to a third party in the ordinary course of the Purchaser's ordinary business provided that:
- (i) where the Purchaser is paid by the third party for the goods, the Purchaser shall account to the Company in respect of the payment in accordance with the Purchaser's fiduciary obligations; and
 - (ii) where the Purchaser is not paid by the third party the Purchaser agrees to assign to the Company its claim against the third party upon receiving the Company's written request to that effect.
- (c) On the occurrence of any event referred to in clause 9, the Purchaser authorises the Company to sell or deal with any goods to be provided under a Contract free of any notwithstanding any other contractual or confidentiality obligations and grants the Company, and must procure the grant of, any necessary intellectual property rights or licence to do so.

11. PPSA

- (a) The Purchaser grants to the Company (under clause 10) a purchase money security interest, as defined in the Personal Property Securities Act 2009 (Cth) ("**PPSA**") in the goods and any proceeds of sale of the goods ("**PMSI**") to secure the purchase price of the goods.
- (b) The costs of registering a financing statement will be paid by the Purchaser.
- (c) The Purchaser agrees not to do or permit anything to be done that may result in the PMSI granted to the Company ranking in priority behind any other security interest (as defined in the PPSA).
- (d) The Purchaser will take such further steps (including obtaining consents, supplying information, signing forms or executing documents) which may be required by the Company to take further or better security under the PPSA in respect of the goods and proceeds of the sale of the goods or to maintain the effectiveness or priority of any security interest under the PPSA.
- (e) The Purchaser:
- (i) waives the right under section 157 of the PPSA to receive a copy of the verification statement verifying registration of a financing statement or a financing change statement relating to any security interest created under the Contract; and
 - (ii) contracts out of its rights to receive any other notice or statement under any other provision of the PPSA (including for the avoidance of doubt, any of the provisions specified in clause 11(f)).
- (f) To the fullest extent permitted by the PPSA, the parties agree to contract out of sections 95, 117, 118, 120, 121(4), 125, the second sentence of section 126(2), sections 129(2), 129(3), 130, 132(3)(d), 132(4), 142 and 143, which sections (or parts of sections) shall not apply.
- (g) Neither the Purchaser nor the Company will disclose information of the kind mentioned in section 275(1) of the PPSA, unless required by law (other than section 275(1) of the PPSA).

12. RISK

Notwithstanding clause 10, risk in the goods passes to the Purchaser on the first to occur of:

- (a) passing of title in the goods to the Purchaser;
- (b) physical delivery of the goods to the Purchaser;
- (c) the time when the goods have been dispatched from the premises of the Company or another location nominated by the Company, or placed on a carrier which is to effect delivery of the goods from the Company or another location nominated by the Company to the Purchaser, where the carrier has been nominated, arranged or retained by the Purchaser; or

- (d) the time when the goods arrive at the premises of the Purchaser (prior to being taken off the carrier) where the carrier which is to effect delivery of the goods from the Company or another location nominated by the Company to the Purchaser has been nominated, arranged or retained by the Company; or

The Company is not liable for any loss or damage or deterioration of the goods after risk in the goods has passed to the Purchaser.

13. PAYMENT

- (a) Unless otherwise agreed in writing payment terms are net cash 30 days from the end of the month in which the goods are delivered to the Purchaser, his carrier or agent.
- (b) If the Company does not receive forwarding instructions sufficient to enable it to despatch the goods within 14 days of notification that they are ready, the Purchaser shall be deemed to have taken delivery of the goods. The Purchaser shall be liable for storage charges payable monthly on demand, storage being at the Purchaser's risk.
- (c) The Company may charge interest on amounts overdue at a rate not exceeding 2 percentage points above the prevailing ANZ Bank Reference Rate.

14. PRICE

- (a) When quotations are for piece prices, weight as accurate as possible shall be established and agreed upon and quotations shall be subject to revision on any variation from the quoted weight.
- (b) The Purchaser shall be liable for charges if it changes an order, unless notice of revision is made in writing and received by the Company prior to commencement of work on that order. When the Purchaser requires a change and the work is in progress, the Purchaser shall be charged for any castings already made and the cost of cores, moulds and/or equipment discarded because of such changes.
- (c) The Company is entitled to pass on to the Purchaser any increase in fuel, energy, administration or other costs incurred by the Company which are reasonably attributable to the introduction of an emissions trading scheme or otherwise and the Purchaser must pay to the Company any increase in the price of goods sold by the Company where such increase in price is made pursuant to this clause 14(c). Prices quoted by the Company and/or the price of any goods sold by the Company are subject to change without notice at any time prior to the Company delivering the goods to the Purchaser where such change in price is made pursuant to this clause 14(c).

15. TOOLING

- (a) All patterns, core boxes or other tooling manufactured or obtained by the Company on behalf of the Purchaser shall be at the sole cost of the Purchaser.
- (b) The Company shall use its best endeavours to maintain all such items in good order and condition unless the Company in its sole discretion determines that the effective working life of such items has expired in which case the Company shall notify the Purchaser accordingly. The Purchaser shall insure such items against all risks whilst in the Company's custody.
- (c) The Company shall not be responsible for any loss, damage or injury occurring to such items unless such loss, damage or injury has been occasioned by the negligence of the Company.
Any claim for such loss damage or injury shall not exceed the cost of restoring them to good order or condition or replacing them, whichever may be the less expensive.
- (d) The Company may dispose of such items as it sees fit after the expiration of 3 months' written notice to the Purchaser of its intention to dispose if during such period the Purchaser fails to claim possession of them.
- (e) The Company shall not be responsible for any loss, damage or injury occurring to any patterns, core boxes, or other tooling supplied by the Purchaser unless such loss damage or injury has been occasioned by the negligence of the Company.
Any claim for any such loss damage or injury shall not exceed the cost of restoring them to good order or condition or replacing them, whichever may be the less expensive. The Purchaser shall insure such items against all risks whilst in the Company's custody.
- (f) The Purchaser shall not be entitled to claim possession of any items under paragraphs (d) above until payment in full of the price of any goods sold by the Company under the Contract or any other arrangement, understanding, contract or any moneys owing by the Purchaser to the Company in relation to such items and in addition to any right of lien to which the Company may by law be entitled, the Company shall be entitled to a general lien on all such items in the Company's possession for the unpaid price of any goods sold by the Company under the Contract or any other contract and any moneys owing by the Purchaser to the Company in relation to such items.
- (g) Tooling life will be specified at the time of quotation. The Company will not produce castings from same upon expiry of the specified time unless specifically requested by the Purchaser.

16. FORCE MAJEURE

This Company shall not be liable for failure to deliver or install or for any delay in delivery or installation arising from any cause whatsoever beyond this Company's control including but without limiting the generality of the foregoing war, any law or provision having or purporting to have the effect of law, strike, industrial action, lock-out, Civil commotion, restraint by governments, act of God, fire, unlawful act or non-availability of or delay in delivery of supplies and this company shall

not be liable for any consequential damages, loss, injury or prejudice emanating directly or indirectly from failure or delay in delivery or installation arising from such cause and in addition where such failure to deliver or install or delay in delivery or installation arises from such a cause this company shall be entitled to payment for any work already completed or deliveries made calculated on the basis of the quoted price, and the Company may extend the time of delivery or installation or if the Company is unable to deliver or install, the Contract shall be voidable at the Company's option with no right to either party for any damage, cost, loss or expense.

17. CLAIMS

- (a) No claim by the Purchaser for faulty workmanship or failure to supply goods conforming to the Purchaser's order shall be recognised by the Company unless made in writing to the Company within 14 days after delivery of the goods, stating invoice number and date of delivery.
- (b) Claims for error in number or weight of castings must be made within 10 days from the date of receipt of the castings.
- (c) Credit shall be given for castings not conforming to specification. Such castings must be reported and returned to the Company within 90 days from the date of receipt of the castings. Credit shall be given and transportation allowed for actual weight returned. The Company shall not be liable for any costs incurred by the Purchaser in processing or attempting to process such castings.

18. RETURN OF GOODS

- (a) Credits will only be allowed if claims are made within 14 days of the despatch date of goods, and in every case, the original number and date of invoice must be quoted.
- (b) Under no circumstances may goods be returned for credit unless accepted by the Company in writing.
- (c) Goods wrongly ordered will be accepted only at the discretion of the Company.
- (d) A credit to value of the purchase price will be provided for all goods, which after inspection by the Company, are deemed not to conform to the specification or drawing provided by the Purchaser and which was used in the manufacture of the goods.
- (e) Scrap metal value, which will be 75 per cent of the average price paid by the Company for scrap steel on the day of receipt of the returned goods, will be paid for all goods returned for credit, which after inspection by the Company, are deemed to conform to the specification or drawing provided by the Purchaser and which was used in the manufacture of the goods.
- (f) Goods not returnable fall into the following categories:
 - (i) Any goods supplied on the Company's invoice and marked "Not Returnable";
 - (ii) Any goods that have been used, demonstrated or displayed;
 - (iii) Any goods fabricated or altered for a special application;
 - (iv) Any goods altered or damaged by the Purchaser.
- (g) On all returned goods accepted for credit a charge of 20 per cent will be made for handling.
- (h) An additional charge will be made for repairing and re-finishing if found necessary. Packing of all goods returned should be intact and complete with any instruction sheet, etc supplied. Where original manufacturer's carton seals have been broken, a re-stocking charge will be applied.
- (i) Freight and packing charges for goods returnable are the responsibility of Purchaser and if not prepaid, will be deducted from the credit or charged separately.

19. EXCLUSION AND LIMITATION OF LIABILITY

- (a) Nothing in this agreement attempts to exclude the operation of the ACL and any exclusions of liability are subject to any overriding provisions or non-excludable consumer guarantees under the ACL.
- (b) The liability of the Company in connection with this agreement is limited:
 - (v) in the case of goods which are defective or deficient or otherwise fail to comply with this agreement or a guarantee imposed by the ACL (other than a guarantee under section 51, 52 or 53 of the ACL) to any one of the following (as determined by the Company):
 - A. the replacement of the goods or the supply of equivalent goods;
 - B. the repair of the goods;
 - C. the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - D. the payment of the cost of having the goods repaired; and
 - (vi) in the case of services (where the goods involve the provision of services), which are defective or deficient or otherwise fail to comply with this agreement or a guarantee imposed by the ACL to any one of the following (as determined by the Company):
 - A. the supplying of the services again; or
 - B. the payment of the cost of having the services supplied again.
- (c) To the maximum extent permitted by law (subject to clause 19(a)), the Company is not liable for:
 - (i) any claim, loss damage or expense however caused (including as a result of negligence or any representations) suffered by the Purchaser or any person in connection with the goods or a Contract;
 - (ii) any Consequential Loss or Damage of any nature whatsoever in connection with this agreement;

- (iii) the cost of removal or reinstallation of goods not meeting the specification or which are said to be otherwise defective or deficient, whether installed or otherwise; or
- (iv) any liquidated damages (whether direct or indirect) in connection with this agreement.
- (d) Other than expressly included in this agreement, the Company does not make or provide any representations, warranties or guarantees. To the maximum extent permitted by law (subject to clause 19(a)), the Company excludes all representations, warranties, terms, conditions and guarantees which may be implied by law.
- (e) The parties acknowledge that the goods:
 - (i) are not of a kind ordinarily acquired for personal, domestic or household use or consumption;
 - (ii) will be purchased for the purpose of resupply or using them up or transforming them in trade or commerce in the course of the process of production or manufacture, or in the course of repairing or treating other goods or fixtures.
- (f) In this agreement, "Consequential Loss or Damage" includes:
 - (i) any loss of income, profit, production, contract, customer, business opportunity or business;
 - (ii) any loss of goodwill or reputation;
 - (iii) any loss of value of intellectual property;
 - (iv) any loss or damage resulting from the loss or damage to goods other than the goods supplied under this agreement; and
 - (v) any indirect loss or damage.

20. WARRANTY, COVENANT AND INDEMNITIES BY THE PURCHASER

- (a) The Purchaser warrants the accuracy of any specification or information relating to the goods or a Contract provided to the Company including via any third party who is the Purchaser's customer, supplier, contractor, subcontractor or agent.
- (b) The Purchaser covenants not to make any claim against any employee, director, agent or subcontractor of the Company in connection with this Contract including in connection with any misrepresentation by, or negligence of, them or the Company.
- (c) Without limitation to any other right or remedy of the Company under this Contract or at common law, to the fullest extent permitted by law, the Purchaser must indemnify and hold harmless the Company and its employees, directors, officers, agents and subcontractors in respect of any and all claims, losses and liabilities incurred by the Company and its employees, directors, officers, agents, contractors and subcontractors as a result of, or arising directly or indirectly from:
 - (i) breach by the Purchaser of clause 20(a) or (b); and/or
 - (ii) the supply or delivery of goods by or on behalf of the Company, except to the extent such claims, losses or liabilities arise directly from a breach of this Contract by the Company or, the gross negligence or wilfully wrongful act or omission of the Company or its employees, directors, officers, agents, contractors and subcontractors.
- (d) If the Purchaser fails to accept or to pay for the goods in accordance with this Contract, then the Purchaser must (without prejudice to any other rights of the Company) indemnify the Company and hold it harmless in respect of any claim, loss, damage, cost of labour or other overhead or expense, that is attributable to such failure.
- (e) The benefit of this clause 20 is held on trust by the Company for the benefit of its employees, directors, agents, contractors and subcontractors and can be enforced by the Company on their behalf.

21. INTELLECTUAL PROPERTY RIGHTS

- (a) No right or licence is granted to the Purchaser under any patent, copyright, registered design or other intellectual or industrial property right or interest other than the right to install, operate or resell the goods.
- (b) Copies of documents in relation to the Company or the goods such as drawings, plans and specifications the Company submits to the Purchaser, remain the property of the Company. The Purchaser must treat the information contained in those documents as strictly confidential. The Purchaser must use the information contained in those documents only to install or operate the goods. The Purchaser must not use this information in any other way to the advantage of the Purchaser or the detriment of the Company.
- (c) By purchasing the goods, the Purchaser does not gain any licence or right under any of the Company's intellectual or industrial property such as a patent, registered design, trademark or copyright, or confidential information, and shall indemnify the Company in respect of any breach of this clause 21.

22. PRIVACY

The Company may use and disclose to third parties personal information held by the Company, including information relating to the Purchaser's commercial dealings and transactions with the Company for reasons including to:

- (a) arrange for the delivery of the goods;
- (b) facilitate the Company's internal business operations, including fulfilment of any legal requirements;
- (c) undertake credit reference checks and verification of the Purchaser's financing arrangements;
- (d) arrange or facilitate any warranty repairs or services;
- (e) provide the Purchaser with information and promotional material about products and services that may be of benefit to the Purchaser.

The Purchaser can request access at any time to personal information held by the Company relating to the Purchaser, and the Company will process the request within a reasonable time. The Purchaser may ask the Company at any time to correct personal information held by the Company relating to the Purchaser which the Purchaser believes is incorrect. Access and correction requests will be granted in accordance with the Privacy Act 1988 (Cth).

23. NO WAIVER

Waiver by the Company of a breach of this agreement or any right or power arising on a breach of this agreement must be in writing and signed by **Intercast & Forge Pty Limited**. A right or power created or arising on a breach of this agreement is not waived by any failure to exercise or delay in exercising, or a partial exercise of, that or any other right or power.

24. LAW TO APPLY

This agreement shall in all respects be construed according to the laws of the State, in Australia in which the goods are manufactured. If the Contract involves goods not of Australian manufacture for which the Company is the direct import agent, then this agreement shall be construed according to the laws of South Australia. Notwithstanding anything to the contrary hereinbefore contained where any dispute or difference arises as to the payment of moneys or the liability to pay moneys to the Company submission of an order to the Company shall be deemed to be a submission to the jurisdiction of the appropriate court in South Australia for the purposes of the determination of such disputes or difference.

25. SEVERANCE

If any of the terms or conditions of this agreement are or shall be invalid or unenforceable the validity and enforceability of the remainder thereof shall not be affected thereby.

26. TRADE REFERENCES

The Company reserves the right to obtain trading information from references supplied, to disclose trading information to other suppliers referred to the Company by the Purchaser, and to make such other enquiries as are necessary.

Issued: 29 July 2008

Revised: 1 September 2015