

GENERAL CONDITIONS OF SALE**1. APPLICATION**

References to "Terapo International" in these General Conditions of Sale shall mean Terapo International Pty Ltd ABN 84 628 872 015 or a related company of Terapo International Pty Ltd as applicable.

Until such time as Terapo International notifies a customer ("Purchaser") of replacement General Conditions of Sale, these General Conditions of Sale shall form part of any contract for the sale of goods ("Goods") or supply of services ("Services") by Terapo International to Purchaser, except as varied by written agreement between Terapo International and Purchaser. Conditions or terms of contract submitted by Purchaser in or with a purchase order or request for quotation or other document or communication do not form part of any contract with Terapo International unless and to the extent agreed to by Terapo International in writing.

2. QUOTATIONS

A quotation by Terapo International may be withdrawn or varied at any time, prior to acceptance by Terapo International of an order, and ceases to have any effect after 30 days from the date of the quotation unless extended in writing by Terapo International. Prices quoted are subject to variation in accordance with clause 5.

3. ACCEPTANCE OF ORDERS

Terapo International is not bound by any order from Purchaser until and unless Terapo International notifies Purchaser in writing of its acceptance of that order.

4. TERMS OF PAYMENT

- 4.1 Unless other terms of payment are expressly provided for by Terapo International, invoices are payable strictly net within 30 days from the invoice date or the date on which Purchaser is notified that the Goods are ready for dispatch, whichever is the earlier.
- 4.2 The due date for payment shall not be postponed on account of damage, non delivery or additions, alterations, minor omissions or defects to, from or in the Goods which do not substantially affect the commercial use of the Goods. Payments must be made without setoffs, counter-claim or deduction.

5. PRICES & TAXES

- 5.1 **GST** All prices quoted are exclusive of GST. In addition to the payment of the prices quoted, Purchaser must pay to Terapo International an amount equal to any GST imposed on Taxable Supplies made by Terapo International to Purchaser. Terapo International must give Purchaser a Tax Invoice in respect of each such Taxable Supply. "Taxable Supply", "GST" and "Tax Invoice" have the same meanings as in the A New Tax System (Goods and Services Tax) Act 1999. If Purchaser intends to export the Goods, so that Terapo International will be exempt from GST in respect of its supply of the Goods, it must provide Terapo International with copies of the shipping documents, and such other documentation as Terapo International may reasonably require, within 60 days after the date of Terapo International's invoice, otherwise an amount equal to the GST will be payable by Purchaser to Terapo International.
- 5.2 Unless otherwise specified in writing by Terapo International, all prices quoted are ex works (the location specified by Terapo International in its tender or quotation), unpacked, and all costs of freight and delivery from the works, and packing, will be to Purchaser's account.
- 5.3 Where Goods or raw materials or components for Goods are to be imported:
 - (a) the quoted prices for those Goods are based on the foreign currency rate of exchange disclosed in Terapo International's quotation and if no rate of exchange is disclosed, are based on the Commonwealth Bank of Australia Foreign Exchange Rates, published on the date of the quotation; and
 - (b) unless otherwise specified in writing by Terapo International, the quoted prices shall be adjusted upwards or downwards as the case may be to reflect the difference between the base rate of exchange referred to in clause 5.3(a) and the actual rate of exchange prevailing on the day Terapo International remits the foreign currency amount for the Goods or raw materials or components, or if Terapo International hedges the order for the Goods or raw materials or components, the rate hedged by Terapo International and advised to Purchaser in writing prior to Terapo International's remitting the foreign exchange currency amount.
- 5.4 Any increases in the rate of GST, any increases in customs duty on imported Goods or raw materials or components for Goods (whether

because of a change in the Customs Tariff Classification and/or rate), and any new carbon trading or emissions trading or other levies, imposts, duties or taxes, applicable to or impacting on the cost to Terapo International of the Goods or Services, between the date of Terapo International's tender or quotation and the date of invoice, will be to Purchaser's account, and will be payable by Purchaser within 30 days from the date of Terapo International's invoice.

6. DELIVERY & STORAGE

- 6.1 Delivery shall be deemed to occur when Purchaser is informed by Terapo International that the Goods are ready for collection at Terapo International's premises (unless delivery terms other than ex works are agreed by Terapo International in writing).
- 6.2 Any times quoted for delivery are to be treated as best estimates only, not involving any contractual obligation, unless Terapo International has specifically agreed in writing to negate this clause 6.2 and to give a contractually binding commitment that dispatch, or delivery will be within a specified time or on or by a specified date.
- 6.3 Any contractually binding commitment by Terapo International to deliver on or by a specific date is subject to the provisions of clause 20 below and also subject to Terapo International not being delayed by instructions or lack of instructions from Purchaser. The times quoted shall be increased by the duration of any event of force majeure and by the period or periods of any such delay and any consequences of the delay.
- 6.4 In the event that Terapo International does agree in writing to deliver the Goods and/or Services by a fixed date, and then fails to deliver the Goods and/or Services by that fixed date, Purchaser (at its discretion) may require Terapo International to pay liquidated damages for delay in the amount of 0.1% per day of the value of the delayed Goods or Services, capped at 5% of the value of the delayed Goods or Services and such liquidated damages will constitute Purchaser's sole remedy for delay. Further, in circumstances where a fixed delivery date has not been agreed but Purchaser nonetheless pursues Terapo International for delay, such capped liquidated damages will also constitute Purchaser's sole remedy for delay in these (or any other) circumstances.
- 6.5 Terapo International may make delivery of and invoice any order either as a whole or progressively and effect delivery at any time within the period advised by it for delivery of the order. If Purchaser requests Terapo International to delay delivery or fails to give Terapo International adequate delivery instructions, Terapo International may invoice Purchaser and store the Goods at Purchaser's expense.
- 6.6 If Terapo International is unable by reason of any cause beyond its reasonable control to deliver the Goods, or if the Purchaser fails to collect the Goods from the delivery point, then Terapo International may:
 - (a) sell the Goods at the best price readily obtainable and recover from the Purchaser any shortfall between the Contract price and the price obtained; or
 - (b) arrange on the Purchaser's behalf storage of the Goods at the Purchaser's risk and expense.

7. RISK & INSURANCE

Insurance cover is the responsibility of Purchaser and all Goods will be at Purchaser's risk from the point of delivery as defined in clause 6. Terapo International will not be responsible for any loss or damage occurring after the time of delivery or deemed delivery and will only arrange insurance upon written instructions from Purchaser and at the cost of Purchaser.

8. AMENDMENT AND CANCELLATION

Purchaser shall not, after acceptance of order, cancel or amend it in any way without the written approval of Terapo International. Terapo International may, on consenting to an amendment, revise its price and delivery schedule and amend the terms and conditions to reflect such change. In the event of an amendment or cancellation, Purchaser shall reimburse Terapo International for all costs and expenses already incurred by Terapo International or for which Terapo International has or will become liable, and for any additional costs and expenses resulting from the amendment or cancellation. Purchaser shall also reimburse Terapo International for all direct expenses incurred as a result of Purchaser suspending an order (other than as a result of a default by Terapo International).

The specification by Terapo International of any particular personnel, in any quotation or tender, is subject to availability of those personnel and Terapo International reserves the right to substitute any nominated personnel at any time.

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If Purchaser makes default in payment or fails to carry out any part of any contract of which these General Conditions of Sale form part or shall become bankrupt or commit any act of bankruptcy or compound with its creditors or have judgment entered against it in any court or, being a company, have a provisional liquidator, receiver or manager appointed or enter into any other form of insolvency administration, Terapo International may at its option and without prejudice to any of its rights and remedies under the contract, suspend or terminate the contract or require payment in cash before or on delivery notwithstanding any other terms of payment specified in the contract. If Terapo International terminates the contract pursuant to this clause, all amounts payable for work performed up to the date of termination, whether or not otherwise then due for payment, will become immediately due and payable. Terapo International will not be liable to Purchaser for any loss or damage Purchaser suffers because Terapo International has exercised its rights under this clause.

10. RETURN OF GOODS

- 10.1 Terapo International may, at its absolute discretion, agree to accept the return of any of Goods which have not been made or purchased specifically for Purchaser and credit Purchaser with the invoice value of the Goods provided the Goods is returned in "as purchased" condition and the prior written approval of Terapo International has been obtained by Purchaser for the return of the Goods. Terapo International reserves the right to charge a restocking fee for the return of Goods to stock.
- 10.2 Any Goods returned to Terapo International, for whatever reason, shall be certified by the Purchaser as cleaned of all process related materials ("decontamination"). Goods returned without certified decontamination shall be quarantined and subject to an independent decontamination at the Purchaser's expenses. Goods may be withheld pending settlement of any outstanding charges.

11. WARRANTIES

- 11.1 **New Goods** If within a period of 12 months from the date of delivery ("warranty period") any new Goods sold by Terapo International (other than purchased equipment as referred to in clause 11.4) are found to be defective in materials or workmanship, or do not conform to any applicable drawings and specifications approved in writing by Terapo International, or, in the case of Goods which are Terapo International-manufactured pumps, do not perform in accordance with the current applicable water performance curves supplied as part of the Terapo International quotation or published by Terapo International as at the date of the quotation (within the tolerances specified in applicable Australian Standards), then Terapo International will, at its option, either repair or provide replacement parts or Goods provided that:
- Purchaser has given written notice to Terapo International of any alleged defect within the warranty period;
 - Purchaser has provided Terapo International a reasonable opportunity to perform all appropriate tests on the Goods;
 - the defective Goods or parts are promptly returned to a designated Terapo International service centre. Any defective Goods or parts replaced will become Terapo International property and the repaired or new Goods or parts will be delivered free to Purchaser's site; and
 - no warranties are given by Terapo International as to the water performance of pumps other than in a test facility designated by Terapo International.
- 11.2 **Repaired Goods** For repaired Goods, excluding rubber lining, the warranty period is 6 months from the date of repair and shall only apply to Goods or parts repaired or replaced by Terapo International. No separate warranty shall apply to repaired Goods as a whole or to parts not repaired or replaced by Terapo International. This warranty does not apply to repair of rubber.
- 11.3 **Rubber Lining** For rubber lining services the warranty period is 12 months from the date of application if the application is performed in accordance with Terapo International Minerals Standards RL101 Linatex Adhesives & Bonding and RL120 Lining Equipment & Vessels. Copies of these standards will be provided on request.
- 11.4 **Exceptions** The warranties given by Terapo International in this clause 11 do not cover failures or damage caused by or resulting from:
- fair wear and tear;
 - improper storage, installation or commissioning carried out by or on behalf of Purchaser contrary to Terapo International's OEM manuals or other documentation provided to Purchaser by Terapo International;
 - abnormal conditions of operation or operation (whether

- intentional or otherwise) above or below rated capacities or contrary to Terapo International's OEM manuals or other documentation provided to Purchaser by Terapo International;
- (d) the Goods being tampered with or altered by anyone other than an authorised representative of Terapo International;
- (e) any repair or rectification carried out on the Goods or Services by Purchaser or a third party (unless expressly authorised and approved by Terapo International); and/or
- (f) incorporation or failure of non-Terapo International manufactured or supplied parts in the Goods or Services.

Terapo International must have the opportunity to physically inspect and assess any Goods alleged to be defective if those Goods are not returned to Terapo International's premises in order to assess any alleged warranty claim.

- 11.5 **Purchased Equipment** Terapo International does not warrant any equipment or other goods (including motors) of other manufacturers designated by Purchaser or purchased by Terapo International for resale to Purchaser either separately or as a part of or operating in conjunction with equipment or other goods manufactured by Terapo International ("Purchased Equipment"). Terapo International shall not be responsible or liable for the quality or suitability of Purchased Equipment. Any failure of Purchased Equipment to operate properly in conjunction with Goods supplied by Terapo International or any failure of Terapo International supplied Goods caused by Purchased Equipment. Purchased Equipment is the sole responsibility of Purchaser and Purchaser must rely on the warranty provided by the relevant Purchased Equipment manufacturer.
- 11.6 **Supply of Services** When Terapo International supplies Services to Purchaser including laboratory testing, process development, equipment selection, design (as part of design and manufacture), detail, contract supervision and contract management, Terapo International shall exercise due care and skill in undertaking such Services. If within a period of 12 months from the date the relevant Service was carried out, any Services provided by Terapo International are found to be defective or not to conform to applicable specifications approved by Terapo International in writing, Terapo International will at its option resupply those Services provided that Purchaser has given written notice to Terapo International of any alleged defect within the warranty period.
12. **LIABILITY**
- 12.1 **Limitation of liability** Terapo International's total liability under any contract of which these General Conditions of Sale form part, however arising (whether in contract, tort (including negligence), statute, indemnity or any other basis), shall in no circumstances exceed the price of the Goods and/or Services supplied by Terapo International and paid for by Purchaser under the relevant contract or Purchase Order.
- 12.2 **Bar on consequential loss** In no event shall Terapo International be liable for any special, indirect, consequential, incidental or punitive loss or damage, whether arising in contract, tort (including negligence), equity, under statute or on any other basis, and whether or not such loss or damage was foreseeable. The term "consequential damage" in these General Conditions of Sale shall include, but not be limited to, economic loss including loss of actual or anticipated profit or revenue, business interruption, loss of use, loss of data, loss of production, increased cost of working, damage to reputation, loss of goodwill and liabilities of Purchaser to its customers or third parties.
- 12.3 **Exclusion of Implied Warranties** All conditions, warranties, terms, undertakings, representations, guarantees and obligations not expressly set out in these General Conditions of Sale or in any written contract of which these General Conditions of Sale form part, whether arising under statute, common law, equity, custom, trade usage or otherwise (including without limitation, any implied condition, warranty, term, representation or guarantee as to the correspondence of the Goods or Services with any contract description or as to merchantable quality, fitness for any purpose or safety of the Goods or Services, or operating performance where such performance is conditional on empirical factors or on the whole installation or on the individual or overall operation or on the skills of an operator), whether made known or not, and any liability of Terapo International to compensate or indemnify any person or persons in respect of the foregoing, are expressly negated and excluded.
- 12.4 **Indemnity** Purchaser indemnifies and holds Terapo International harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by Terapo International and from and against all actions, proceedings, claims or demands made or threatened against Terapo International, arising in either case as a result of:
- Purchaser's failure to comply with any laws, rules, standards, policies or regulations applicable in relation to the Goods or Services or the

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- use of the Goods or Services, including in relation to EHS Matters;
- (b) any use of the Goods or Services contrary to any instructions or warnings given by Terapo International;
- (c) any other negligence or any breach of duty by Purchaser;
- (d) any compliance or adherence by Terapo International with any instructions given by Purchaser in relation to the Goods or Services or their manner of preparation or delivery; or
- (e) any failures resulting from the incorporation of, or failure of, non-Terapo International manufactured or supplied parts in the Goods.
- In sub-clause (a) above EHS Matters means all matters relating to:
- pollution or contamination of the environment;
 - the presence, disposal, release, spillage, deposit, escape, discharge, leak, migration or emission of hazardous substances or waste;
 - the exposure of any person to hazardous substances or waste;
 - the health and safety of any person, including any accidents, injuries, illnesses and diseases;
 - the creation or existence of any noise, vibration, odour, radiation, common law or statutory nuisance or other adverse impact on the environment; or
 - the condition, protection, maintenance, remediation, restoration, or reinstatement of the environment or any part of it.
- 13. DRAWINGS AND SPECIFICATIONS**
- 13.1 All descriptions, specifications, drawings and particulars of weights and dimensions attached to or submitted with any quotation or tender are approximate only and the descriptions and illustrations contained in the catalogues, price-lists and other advertisement matter of Terapo International are intended merely to present a general idea of the Goods or the Services described therein, and none of these shall form part of any contract between Terapo International and Purchaser.
- 13.2 Only such descriptions, specifications, drawings and particulars of weights and dimensions as are specifically agreed by Terapo International in writing to form part of the contract shall do so. The designs and information concerning the Goods or the Services and as contained on any drawings which are supplied must not be disclosed to a third party without Terapo International's prior written consent.
- 14. INSPECTION AND TESTING**
- 14.1 Representatives of Purchaser approved by Terapo International will be given access to Terapo International's works or another site designated by Terapo International during normal office hours, for the inspection of the Goods and (subject to clauses 14.2 and 14.3) for any testing of the Goods which is specified in the scope of works attached to or referred to in Terapo International's quotation, in order to ensure compliance with specification. Purchaser must make appointments for those inspections through Terapo International's nominated representative, giving at least 5 days' written notice (or such shorter period as may be agreed by Terapo International), and must be accompanied on such inspections by Terapo International personnel or other persons designated by Terapo International.
- 14.2 Where practicable, Terapo International will subject Goods to Terapo International's standard tests before delivery. If tests other than Terapo International's standard tests are required, these, unless otherwise agreed, shall be conducted at Terapo International's nominated place of works or at some other place nominated by Terapo International in its sole discretion and may at its option be charged for as extras. Any such charges will be payable by Purchaser within 30 days from the date of Terapo International's invoice.
- 14.3 If Purchaser or its representative fails or is unable to attend the tests after being given notice by Terapo International of not less than 7 days that it is ready to carry out the tests referred to in clauses 14.1 and/or 14.2, the tests will proceed in the absence of Purchaser or its representatives.
- 14.4 The water performance of Terapo International-manufactured pumps in accordance with clause 11.1 above can be verified where required by Purchaser with water performance tests carried out in a test facility designated by Terapo International. Additional charges and delivery extension apply if this verification is required.
- 15. INTELLECTUAL PROPERTY RIGHTS**
- 15.1 Terapo International is the owner of certain patents and registered designs as well as other intellectual property rights, including, but not limited to, copyright (together the "Intellectual Property Rights"), and Terapo International has also made certain applications for patents. Purchaser must not directly or indirectly manufacture or purchase from any third party the subject matter of the Intellectual Property Rights or the patent applications, or in any way infringe the Intellectual Property Rights or patent applications. The Intellectual Property Rights remain at all times the exclusive property of Terapo International.
- 15.2 Terapo International retains ownership of the copyright and all other intellectual property rights in the Goods and Services and in all drawings, manuals and other documents and materials provided to Purchaser in connection with the Goods and/or Services. Purchaser may only use such documents and materials for its own internal business purposes and to the extent necessary for it to use the Goods, and may not disclose any of them to any third party without the prior written consent of Terapo International.
- 15.3 The Supplier grants to Purchaser a royalty-free, non-exclusive, non-transferable, non-assignable, irrevocable and perpetual licence to use its Intellectual Property Rights to the extent necessary to enable Purchaser to operate the Goods and/or enjoy the benefit of the Services in the Purchaser's operations and strictly in accordance with these General Conditions or any contract of which these General Conditions form part. Such licence shall exclude the right to reproduce, or have reproduced, the Goods or parts for the Goods or Services.
- 15.4 Purchaser must keep confidential all information contained in all drawings, manuals and other documents and materials provided by Terapo International to Purchaser in connection with the Goods and/or Services, except to the extent that such information is in or comes into the public domain otherwise than through any act or omission of Purchaser. It must only disclose such information to its employees, directors and advisers on a need-to-know basis.
- 15.5 Where and to the extent that the Goods or the Services ordered have been designed by Purchaser, Purchaser is liable for and agrees to indemnify Terapo International against any and all costs, expenses, liabilities and losses suffered or incurred by Terapo International arising from any claims of infringement or alleged infringement of any third party's intellectual property rights.
- 15.6 Where the Goods or the Services supplied are designed by Terapo International and are found by a Court to have breached a third party's intellectual property rights, Terapo International shall have the right to do such things as are necessary to remedy that breach.
- 16. PRIVACY AND DATA USE**
- 16.1 Terapo International may collect Personal Information about Purchaser's representatives, clients or others when Terapo International provides the Goods or Services to Purchaser. If so, Purchaser agrees to work with Terapo International to ensure that both parties meet any obligations they may each have under the Privacy Act 1988 (Cth) ('Privacy Act') including, where relevant, notifying the individual to whom the Personal Information relates of who Terapo International is and how Terapo International propose to use their information. Where Purchaser provides Terapo International with any Personal Information, Purchaser confirms that this Personal Information has been collected in accordance with the Privacy Act, that Purchaser is entitled to provide this Personal Information to Terapo International and that Terapo International may use and disclose this Personal Information for purposes agreed by both parties. Terapo International confirms that it will handle Personal Information in accordance with the Privacy Act and Terapo International's privacy policy.
- 16.2 In the event that the Purchaser elects Terapo International provide the Purchaser with particular notification services, Terapo International may be required to pass on particular Personal Information to third parties for the purposes of providing these services to the Purchaser. In each such circumstance, Terapo International will notify the Purchaser in advance and work with the Purchaser to ensure Personal Information is only provided to third parties to the extent necessary for such notification services. Terapo International will ensure that each such third party will be bound by the Privacy Act with respect to any act done or practice engaged in by such third party in the same way and to the same extent as Terapo International would have been bound had it been directly done or engaged in by Terapo International.
- 16.3 In this clause 'Personal Information' means information or an opinion, whether true or not, about an identified individual, or an individual who is reasonably identifiable, as defined in the Privacy Act.
- 17. DISPUTE RESOLUTION**
- 17.1 If any dispute arises between Purchaser and Terapo International in relation to or in connection with a sale or supply of Goods or Services by Terapo International to Purchaser, the parties agree to use their best endeavours to resolve that dispute in a spirit of good faith and on a commercially realistic basis by mutual negotiation. If executive

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- negotiation fails to settle the dispute, then the parties agree to proceed to mediation prior to commencing litigation proceedings in any court.
- 17.2 Any mediator shall be an independent person chosen by the parties or, at their request, nominated by the Australian Disputes Centre. Each party shall bear its own costs. Any mediation shall take place in Sydney (unless otherwise agreed). The costs of the mediator shall be borne by the parties equally.
- 17.3 This clause 17 does not prevent either party from seeking or obtaining from a court any injunctive or other interlocutory relief which it may urgently require.
- 18. RETENTION OF TITLE, CHARGE & SECURITY**
- 18.1 The Goods shall remain the sole and absolute property of Terapo International as legal and equitable owner, and the property in and title to the Goods shall not pass from Terapo International to Purchaser until Purchaser has paid Terapo International in full for the Goods and for all other goods supplied by Terapo International.
- 18.2 Until title and property in the Goods passes, Purchaser holds the Goods as bailee in the capacity of a fiduciary for Terapo International, and must mark the Goods or store them separately and keep all necessary records, so that the Goods can at all times be clearly identified and distinguished as the property of Terapo International.
- 18.3 If the Goods in any way become attached to or a part of another object before Purchaser has paid Terapo International in full for the Goods and for all other goods supplied by Terapo International, property in so much of the object as is comprised by the Goods shall remain with Terapo International and shall not pass to Purchaser until the Goods and all other goods supplied by Terapo International have been paid for in full. Until Terapo International is paid in full for the Goods and all other goods supplied by Terapo International Purchaser holds any objects to which the Goods are attached or of which the Goods form a constituent part as bailee in the capacity of a fiduciary for Terapo International and shall store such objects separately so as to be readily identifiable.
- 18.4 If the Goods (or any objects to which the Goods are attached or of which the Goods form a constituent part) are on sold by Purchaser to a third party prior to payment by Purchaser in full for the Goods and all other goods supplied by Terapo International, Purchaser does so as agent for Terapo International and Purchaser unconditionally agrees to keep the proceeds of such on sale in a separate bank account on trust for Terapo International and, at Terapo International's request, to assign to Terapo International any debt owed to Purchaser in respect of the on sale, until Terapo International has been paid in full for the Goods and for all other goods supplied by Terapo International. Notwithstanding this paragraph, Purchaser shall not represent to any third parties that it is in any way acting for Terapo International and Terapo International will not be bound by any contracts with third parties to which Purchaser is a party.
- 18.5 If any payment by Purchaser to Terapo International is overdue, in whole or in part, or Purchaser is otherwise in default under any contract with Terapo International, or Purchaser shall become bankrupt or commit any act of bankruptcy or compound with its creditors or have judgment entered against it in any court or, being a company, have a provisional liquidator, receiver or manager appointed or enters into any other form of insolvency administration, all sums then owing by Purchaser to Terapo International in respect of the Goods or in respect of other goods supplied by Terapo International shall become immediately due and payable and Terapo International may (without prejudice to any of its other rights) recover and resell the Goods and any other goods supplied by Terapo International and may, for that purpose, enter upon Purchaser's premises by its servants or agents, and Terapo International is irrevocably authorised to effect such entry, including the use of such reasonable force as is necessary to effect such entry, and to use the name of Purchaser and to act on behalf of Purchaser, if necessary, to recover possession of the Goods and any other goods supplied by Terapo International and to detach the Goods and any such other goods from any other object to which the Goods have been attached or of which the Goods form a constituent part.
- 18.6 Terapo International is entitled to register its security interest in this clause 18 under the Personal Properties Securities Act 2009 ('PPSA'). Purchaser agrees to do all acts and things to assist in such registration. Purchaser shall reimburse Terapo International for all costs, and expenses incurred in registering its security interest under the PPSA. Purchaser acknowledges and agrees, to the extent permitted by law, to waive each right to receive a notice which section 144 or 157(3) of the PPSA permits and to contract to exclude the operation of sections 95, 121(4), 130, 132(3)(d), 135 and 143 of the PPSA.
- 18.7 Terapo International and Purchaser each agree to keep all information of the type contemplated by section 275(1) of the PPSA strictly confidential unless the other party provides prior written consent to the disclosure or disclosure is required by law.
- 19. COMPLIANCE WITH EXPORT LAWS AND SANCTIONS**
- 19.1 Purchaser shall comply with all applicable national and international export, re-export and/or economic sanctions laws and regulations, including obtaining any required authorisations or approvals, in relation to any export of the Goods.
- 19.2 Purchaser hereby represents, warrants, and covenants that:
- it is not the subject of any Sanctions, nor is it directly or indirectly owned or controlled by one or more persons OR bodies corporate that are the subject of, or subject to, any Sanctions;
 - none of its directors, officers, or executive officers are the subject of, or subject to, any Sanctions; and
 - it is purchasing the Goods for its own benefit and not on behalf of any other person or body corporate.
- The representations, warranties, and covenants in this clause continue in effect for the term of the contract, and are for the benefit of Terapo International and any related entity of Terapo International.
- 19.3 Each party must, in performing any contract of which these General Conditions form part, comply with Sanctions and Applicable Trade Controls Laws.
- 19.4 Terapo International reserves the right to cancel or delay delivery of the Goods if it becomes aware that Purchaser intends to unlawfully export the Goods to countries subject to economic sanctions laws or identified as "sensitive" by Terapo International Group policy.
- 19.5 Purchaser agrees to indemnify, defend and hold harmless Terapo International for all claims, losses, damages or expenses, including reasonable attorney's fees, arising out of any misrepresentation by or on behalf of Purchaser or any violation by Purchaser (including any subsequent purchasers or transferees and/or any of their agents, brokers, forwarders or representatives) of any import or export laws or regulations, including (without limitation) those of the United States, Canada, European Union and UK.
- 19.6 Nothing in these General Conditions requires a party to take any action, or refrain from taking any action, where doing so would be prohibited by or subject to penalty under Sanctions or Applicable Trade Controls Laws, and neither party will be liable to the other party for any delay in performing or failure to perform as a result of Sanctions or Applicable Trade Controls Laws.
- 19.7 Without limiting clause 19.6 immediately above, Terapo International is entitled to an extension of time under these General Conditions or any contract of which they form part if Terapo International is delayed due to difficulties or delays in arranging for export, import, transport, shipping, or other handling of the Goods in a manner that ensures compliance with Applicable Trade Controls Laws or Sanctions; or difficulties in arranging transportation or insurance of the Goods, arising out of or relating to any concerns raised by third parties relating to Sanctions or Applicable Trade Controls Laws.
- 19.8 "Applicable Trade Controls Laws" means any export control laws, or import laws, or other regulations, orders, directives, designations, licenses, or decisions relating to the trade of goods, technology, software and services which are imposed, administered or enforced from time to time by Australia, Canada, the United States, the United Kingdom, the EU, EU Member States, Switzerland, the United Nations or United Nations Security Council, and also includes U.S. antiboycott laws and regulations.
- "Sanctions" means the economic or financial sanctions laws, regulations, embargoes or restrictive measures in each case having the force of law which are administered, enacted or enforced by any of the Sanctions Authorities.
- "Sanctions Authorities" means: (a) the United States government; (b) the United Nations or United Nations Security Council; (c) the European Union or any EU Member States; (d) the United Kingdom; (e) Australia; (f) Canada; or (g) the respective governmental institutions and agencies of any of the foregoing, including without limitation, OFAC, the US Department of State, the US Department of Commerce, and Her Majesty's Treasury.

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Terapo International shall not be considered in default or liable if there is any failure to perform or delay in performing any of its obligations under any contract of which these General Conditions of Sale form part, to the extent that such failure or delay is due to an event of force majeure. Terapo International shall use reasonable endeavours to cure such event (if curable) and to comply with its obligations under the contract, and as soon as any such event ceases to affect the performance of its obligations Terapo International will use reasonable endeavours to resume compliance with its obligations. In these General Conditions of Sale, an "event of force majeure" means any act of God or other occurrence outside the reasonable control of Terapo International including, but not limited to, acts of Government authorities, war (whether declared or not), acts of public enemies, industrial disputes, strikes, lock-outs, delays due to sanctions, pandemics, epidemics, accidents, hurricanes, fire and flood.

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- 21.1 **Non-waiver** The fact that Terapo International fails to do, or delays in doing, something it is entitled to do under any contract of which these General Conditions of Sale form part, does not amount to a waiver of any right or remedy with respect to any existing or subsequent breach or default.
- 21.2 **Severability** If any provision of any contract of which these General Conditions of Sale form part is void, voidable, illegal or unenforceable it shall be severed from the contract but without in any way affecting the effectiveness, validity, legality or enforceability of the remaining provisions of the contract.
- 21.3 **Interest** Purchaser must pay Terapo International interest on all overdue payments due to Terapo International under these General Conditions of Sale at the Corporate Overdraft Interest rate (monthly Charging Cycle) (or its successor) from time to time charged by the Commonwealth Bank of Australia, plus 2% per annum, calculated on daily rests from and including the due date to and including the date of payment.
- 21.4 **Ambiguity** In the event of ambiguity between or in any of these General Conditions, these terms are not to be construed against Terapo International as the drafting party.
- 21.5 **Entire Agreement** These General Conditions of Sale and the contract of which they form part constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in this agreement.
- 21.6 **Governing Law** These General Conditions of Sale and each contract of which they form part are governed by and must be construed in accordance with the laws of New South Wales. The parties agree to submit to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia

GENERAL CONDITIONS OF SALE
