

IBAK Terms and Conditions for Supply of Goods and Services (TaC 1/16)

I. DEFINITIONS AND INTERPRETATION

1. Definitions

- a) "Customer" means any person, firm or company who, or which places an Order with IBAK for the sale of Goods and/or the supply of Services. In the case of IBAK computer software, the IBAK "Conditions for Use of Software" apply in addition.
- b) "Contract" means a contract formed under clause IV and includes these terms and conditions, Quotations and Orders.
- c) "Goods" means the articles or things or any of them described in the Order and includes their packaging and any replacement goods.
- d) "Order" means the written or verbal order placed by the Customer for the purchase of Goods or supply of Services.
- e) "Quotation" means a written or verbal quotation provided by IBAK to the Customer.
- f) "Scope of Works" means in relation to the Services, a written work scope agreed by IBAK and the Customer.
- g) "Services" means the technical advice or maintenance services given or provided by or on behalf of IBAK in connection with the Goods.
- h) "IBAK" means IBAK Australia Pty. Ltd. 1/26 Day Street Silverwater NSW 2128

2. Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- a) headings are for convenience only and do not affect interpretation;
- b) a reference to a party in a contract or these terms and conditions includes the party's successors and permitted assigns;
- c) a reference to a right or obligation of 2 or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- d) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;
- e) mentioning anything after includes or including does not limit what else might be included;
- f) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these terms and conditions.

II. ENTIRE AGREEMENT

1. These terms and conditions govern all Contracts for the sale of Goods and /or supply of Services by IBAK to the Customer and, except as modified in accordance with clause II. 2. constitute the entire agreement in connection with the sale of Goods and/or supply of Services. In the case of IBAK computer software, the IBAK "Conditions for Use of Software" apply in addition. All other terms and conditions, express or implied are excluded to the fullest extent permitted by law including terms and conditions of or provided by the Customer.
2. No modifications or variations to these terms and conditions, included in any Contract, specification or other document, will bind IBAK unless expressly agreed to in writing by an authorised employee of IBAK.
3. These terms and conditions supersede any terms and conditions which have previously governed a Contract for the sale of Goods and/or supply of Services by IBAK to the Customer.
4. All clerical errors are subject to correction and will not bind IBAK.
5. For the avoidance of doubt, the terms of the United Nations Convention on Contracts for the International Sale of Goods will not apply to any Contract.

III. QUOTATION

1. All Quotations by IBAK are valid only for the period stated in the Quotations, but IBAK may vary or withdraw a Quotation at any time.
2. Any Quotation given by IBAK will not constitute a contractual offer, but is only an invitation to treat.
3. IBAK's brochures and catalogues are published as sources of general information only, do not constitute contractual offers and are not binding on IBAK.
4. All illustrations, drawings and other documents and all description or data relating to weight, dimensions, performance and consumption and other description or data provided by IBAK are approximate only. Indications of lengths of cables, ropes and similar products are estimates only, to within 5% of the exact measure.
5. These terms and conditions will prevail to the extent of any inconsistency between the Quotation or Order and these terms and conditions.

IV. ORDERS

1. Orders for Goods and/or Services will not bind IBAK until accepted in writing by an authorised employee of IBAK at which time a binding Contract for the sale of Goods and/or Services comes into existence.
2. IBAK reserves the right to accept Orders in whole or in part.
3. Any Order not accepted by IBAK in the manner prescribed will be regarded as having been refused by IBAK.
4. Once IBAK has accepted an Order, the Customer must not alter or modify the Order without obtaining the prior written consent of an authorised employee of IBAK.

V. SERVICES

1. IBAK will use its reasonable endeavours to provide the Services in accordance with the Scope of Works.
2. If IBAK is required to perform the Services at any of the Customer's sites:
 - a) IBAK is responsible for ensuring that its representatives who are present at the relevant site conform with the Customer's policies and all legislation relating to occupational health and safety; and
 - b) the Customer must, at the sites:
 - (i) provide a hazard-free environment;
 - (ii) provide to all of IBAK'S representatives occupational health and safety induction as required by law; and
 - (iii) comply with all applicable laws and regulations that relate to health and safety at work and any other relevant regulations.

VI. INTELLECTUAL PROPERTY

1. IBAK or its related bodies corporate retains legal and beneficial title and copyright to all estimates, drawings, illustrations, photographs and other documents prepared by or on behalf of IBAK. The Customer must not make such document available to any third parties without IBAK's consent and must be returned to IBAK immediately upon request.
2. The Customer must not use any trade mark or trade names applied to or used by IBAK in relation to Goods in any manner without IBAK's prior written approval.
3. IBAK and the Customer agree that the sale and purchase of the Goods does not confer on the Customer any licence or rights in respect of any patent, design, trade mark or copyright incorporated or subsisting in any Goods which is the property of IBAK or any of its related bodies corporate.
4. IBAK will deliver Goods and Services which are free of any intellectual property rights of third parties. IBAK is not liable to the Customer for any claims of third parties for infringement of intellectual property rights arising from the delivery of Goods and Services under this Contract in circumstances where infringement is attributable to the conduct of the Customer (for example, if the Customer modifies the Goods or uses the Goods with other products not supplied by IBAK).
5. If a claim is lodged against the Customer by a third party on the grounds of infringement of intellectual property rights as a result of the use of Goods delivered by IBAK under this agreement, then, subject to clause VI.4, IBAK will, at its discretion, either obtain a licence for the use of the Goods in question, replace the Goods or modify the Goods such that the intellectual property right is no longer infringed. If IBAK is not able to replace, modify or obtain a licence for use of the Goods so as to prevent infringement, the Customer is entitled to cancel the contract or to an abatement under the contract.

VII. PRICES

1. Unless otherwise agreed in writing, prices for the Goods are ex-works, i.e. IBAK is responsible for making the Goods available at its factory but the Customer will bear the cost of loading the Goods and the cost of having them delivered to their destination and IBAK is not liable for turnover tax, value added tax, goods and services tax, custom duties, levies, surcharges, impositions, storage, handling, insurance or any other charges of any nature whatsoever.
2. Unless fixed prices have been agreed in writing, the Goods will be supplied at the prices stated in Order confirmations by IBAK and are based on costs prevailing at the time of the Order confirmations. Services will be supplied at the published rates current at time of delivery.
3. For repeat Orders, prices stated in previous Order confirmations are not binding on IBAK.
4. Prices quoted in published price lists or by IBAK representatives are subject to change without notice and are not binding on IBAK.
5. Prices quoted do not include the cost of approvals, expert opinions or certificates from regulatory authorities requested by the Customer. These costs which will be charged separately.
6. All prices are in Australian dollars, unless otherwise specified.
7. When GST is payable by IBAK in respect of a taxable supply made by IBAK to the Customer, the Customer must pay IBAK, in addition to the GST-exclusive price, the amount on account of GST shown in the tax invoice issued by IBAK. The terms "GST", "supply" and "tax invoice" have the same meaning as under the *A New Tax System (Good and Services Tax) Act 1999* (Cth).
8. The price may be adjusted by IBAK if:
 - a) IBAK carries out additional services outside the Scope of Works or if the Services require changes, deletions or modifications arising from:
 - (iv) requests by the Customer;
 - (v) site conditions that could not reasonably have been foreseen by IBAK;
 - (vi) a change in legislative requirements or a request or requirement of an authority;
 - (vii) an act, occurrence or event not within the control of IBAK including, fire, flood, industrial disputes, government restrictions or other causes which are not reasonably within the control of IBAK; or
 - (viii) any other change outside the reasonable control of IBAK;

b) or the Services are dependent on services provided by third party contractors to IBAK and the third party contractor increases the cost of the services.

VIII. PAYMENT

1. The Customer must make payment for the Goods or Services:
 - a) on the terms of payment set out in the invoice for those Goods or Services; or
 - b) if there are no terms of payment set out in the invoice, within 14 days from the date of the invoice.
2. Payment may be made in advance, or by cash on delivery.
3. The time of payment is of the essence of the Contract.
4. If the Customer fails to make payment in accordance with clause VIII. 1. ("due date"), without prejudice to any other remedy, the Supplier may charge interest on any overdue payment at a rate of 1.5% per month (to accrue from day to day). The Customer acknowledges that the interest charge is a genuine pre-estimate of IBAK's loss attributable to the Customer's failure to make payment by the due date.
5. If the Customer fails to make payment by the due date or if IBAK is in receipt of a credit reference which it regards in its absolute discretion to be unsatisfactory then it may give notice to the Customer that the Customer must make payment for all Goods prior to despatch from IBAK's premises, and all Services prior to IBAK performing the Services.
6. All payments are to be made by electronic funds transfer and must be made in the currency specified in the invoice. Bank and discount charges are the responsibility of the Customer. Bills of exchange will only be accepted with the prior written agreement of IBAK.
7. All payments must be made without deduction or set off of any kind, unless a right to deduction or set off has been agreed in writing and is not disputed by IBAK, and has been established by a judgment of a court.
8. If the circumstances described in clauses XV or XVIII occur, all unpaid balances owing to IBAK by the Customer will become a debt immediately due and payable to IBAK despite any other provision in these terms and conditions.
9. The Customer indemnifies IBAK on demand against all costs, charges, expenses and legal costs incurred by IBAK in recovering sums owed by the Customer.
10. IBAK is not obliged to make delivery on any unfilled Order before the payment of due invoice amounts (including any default interest) has been paid in full to IBAK. IBAK will not be deemed to be in default on a delivery as a result of this clause.

IX. RETENTION OF TITLE

1. IBAK will retain property in and title to all Goods supplied to the Customer until IBAK has received payment in full for those Goods and all the Services.
2. Until property in and title to the Goods passes to the Customer under clause IX. 1:
 - a) the Customer will hold the Goods as fiduciary bailee and agent for IBAK;
 - b) the Customer will insure the Goods against all usual risks and for full replacement value and the Customer will hold on trust for IBAK any insurance monies received by the Customer for Goods owned by IBAK;
 - c) the Customer will store the Goods separately, clearly identified as IBAK's property and in a manner to enable them to be identified;
 - d) the Customer will not pledge or allow any lien, charge, Security Interest (as defined by clause XVI) or other interest to arise over the Goods;
 - e) the Customer may sell the Goods in the ordinary course of business, provided that the Customer will be agent for IBAK in any sale if Goods are sold. The Customer must account to IBAK for part of the proceeds of any such sale equal to the amount owing by the Customer to IBAK for those Goods and must hold these proceeds on trust for IBAK. IBAK will not be bound by any contract between the Customer and the Customer's purchaser; and
 - f) Where the Customer processes or commingles the Goods into other goods or property, IBAK takes title to the other goods and or property as well.
3. IBAK's other rights as an unpaid seller will not be affected by IBAK retaining title to Goods supplied until the Goods have been paid for in full by the Customer.
4. If:
 - a) the Customer has not paid the purchase price to IBAK for the Goods by the due date; or
 - b) the Customer has not paid the purchase price for the Goods and the Customer enters into bankruptcy, liquidation, a composition with its creditors, has a receiver or manager appointed over all or any part of its assets, enters into administration, or becomes insolvent,the Customer must deliver the Goods to IBAK upon demand. If the Customer does not comply with a demand within 48 hours of receipt, IBAK may enter the Customer's premises at any time to do all things necessary in order to take possession of the Goods. The Customer will

also pay on demand all costs, including legal costs on a full indemnity basis associated with the exercise of IBAK's rights under this clause.

X. TRANSFER OF RISK

1. The Goods are at the Customer's risk upon despatch from IBAK's factory, even if transportation is undertaken by IBAK (whether gratuitously or for consideration), or IBAK has agreed to pay freight or carry out installation.
2. Insurance against loss of or damage to the Goods in the course of transit will be effected by IBAK only if requested in writing by the Customer and will be charged to the Customer's account.
3. IBAK will not be liable for any loss of or damage to the Goods in the course of transit, whether due to IBAK's negligence or otherwise.
4. If despatch is delayed due to circumstances beyond IBAK's control, the risks are transferred to the Customer from the time the Customer is notified (whether in writing or orally or otherwise) of the readiness of the Goods for despatch. IBAK will however effect that the insurance will be for the Customer's account.
5. Despite any other clause in these terms and conditions, IBAK is not liable to the Customer in the event of any failure to arrange insurance.

XI. DELIVERY AND DISPOSAL OF GOODS

1. The delivery period will begin on the date when all details pertaining to the Order have been confirmed.
2. The delivery period will be deemed to be complied with when IBAK notifies the Customer that the Goods are ready for despatch.
3. Delivery dates are estimates only, unless confirmed by IBAK to be binding in writing.
4. If owing to industrial disputes, operational breakdowns, delayed supply of raw materials or operating materials, strikes, lock-outs or any other cause beyond IBAK's control (whether of a like nature or not) IBAK is unable to deliver the Goods or complete the Services within the delivery period then IBAK will be entitled to a reasonable extension of time which at the very least will be equal to the time lost by reason of the intervening cause or circumstance. This applies even where the delivery period has already been exceeded at the time of occurrence of any of the above. If any intervening cause or circumstances render delivery of the Goods or Services impossible or unreasonable, then the Customer may cancel the contract without notice unless the risk in the Goods has transferred to the Customer under clause X.1. The Customer will remain liable for payment for partial delivery of Goods.
5. If modifications are requested by the Customer after IBAK has accepted the Order, the delivery period will begin on the day when all further details pertaining to the Order have been clarified.
6. If IBAK and the Customer agree on a down payment, or the use of a bank guarantee or letter of credit, then the delivery period will begin when IBAK receives payment or the relevant documents.
7. IBAK may be entitled to make delivery by instalments and these terms and conditions will be severable as to such instalments. All such instalments, when separately invoiced, will be paid for by the Customer independent of the delivery of subsequent instalments.
8. Compliance with the delivery period by IBAK is subject to the fulfilment of the Customer's contractual obligations. If delivery is delayed in circumstances for which the Customer is responsible, the Customer will be liable for the costs caused by the delay, commencing one month after the Customer has been advised by IBAK of the readiness of the Goods for despatch.
9. Compliance with the delivery period by IBAK is subject to punctual deliveries from IBAK's suppliers.
10. Delay in delivery or any other default in respect of a delivery will not relieve the Customer from any obligation to accept or pay for Goods that have been delayed or in respect of any other delivery.
11. Subject to clause XI. 1, delivery dates will not be varied once they have been agreed, without the prior written consent of an authorised employee of IBAK. If IBAK agrees to postpone delivery, the relevant Goods will be stored at the Customer's risk and IBAK reserves the right to impose a weekly storage charge of 5% of the net invoice value. Where delivery is postponed for more than 3 months, IBAK may increase the price for the Goods at IBAK'S discretion, to reflect IBAK'S then current list price.
12. The Customer undertakes to dispose of the delivered Goods at its own expense and in accordance with the local laws and regulations. The Customer undertakes to ensure compliance with this clause by a third party if title to the Goods has been transferred.

XII. WARRANTY

1. IBAK warrants that, provided they are operated by suitably qualified and trained personnel and in accordance with IBAK's instruction manual, the Goods will be free from defects in materials and workmanship for 12 months (2 months for spare parts), or after 2000 operating hours, from the date of risk transferring to the Customer under clause X. 1. This limitation does not apply in the case of a wilful or grossly negligent breach of obligation by IBAK or fraudulent concealment of a defect.
2. The following applies where the Customer is purchasing the Goods as a "consumer" under the Australian Consumer Law: "Our goods come with guarantees that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

3. The Customer must notify IBAK promptly and in writing of a warranty claim. IBAK, in its sole discretion, will confirm whether the Goods must be returned to IBAK or if IBAK will attend the Customer's premises. Written notices must be sent to: IBAK Pty Ltd 1/ 26 Day Street Silverwater NSW 2128. Warranty questions can also be directed to +61 1300 784 670 (free call) or info@ibak-australia.com.au
4. All returns must be accompanied by the invoice number under which the Goods were supplied and the date of purchase.
5. The warranty period for replacements or repaired parts is 3 months but will not affect the warranty period of the original Goods supplied. The warranty period of the original Goods supplied will be extended by the period of time which any interruption in the Customer's operation is caused by the repair or replacement.
6. Where notice of a defect has in IBAK's opinion been justifiably given, IBAK's liability is limited in accordance with clause XIII. 1. To the extent permitted by law, all other costs will be borne by the Customer.
7. This warranty is in addition to and does not limit, exclude or restrict the Customer's rights under the *Competition and Consumer Act 2010* (Cth) or any other law that may apply.
8. The Customer will have no claim under this warranty:
 - a) for only slight deviations from the quality and serviceability agreed upon;
 - b) for natural wear or damage occurring after the transfer of risk;
 - c) as a result of faulty or negligent handling, excessive strain, the use of unsuitable working materials, atomic radiation or on account of particular outside influences which are not provided for in the contract;
 - d) for non-reproducible software errors;
 - e) if modifications, maintenance or repairs are carried out improperly by the Customer or third parties.
 - f) Proper handling includes among other things the necessary compliance with our mounting, operating and maintenance instructions, proof of which must be furnished by the Customer. No warranty is given on illuminants.
9. We will use reasonable endeavours to pass on to the Customer any warranties given by manufacturers of other equipment supplied under these terms and conditions.

XIII. LIABILITY

1. Where there are guarantees prescribed by law that cannot be excluded, then to the fullest extent permitted by law, any liability of IBAK to the Customer including but not limited to the liability for special, consequential, indirect or incidental damages or for breach of any term, condition, warranty, undertaking, inducement, guarantee or representation whether express, implied, statutory or otherwise relating to this Contract or to the Goods or Services will be limited at IBAK'S option, to any one or more of the following:
 - a) in the case of the Goods:
 - (i) the replacement of the Goods or the supply of equivalent goods to the Goods;
 - (ii) the repair of the Goods;
 - (iii) the payment of the cost of replacing the Goods or acquiring equivalent goods to the Goods; or
 - (iv) the payment of the cost of having the Goods repaired; and
 - b) in the case of Services:
 - (i) the supplying of the Services again; or
 - (ii) the payment of the costs of having the Services supplied again.
2. To the fullest extent permitted by law and subject to clause XIII. 1, IBAK will under no circumstances be liable to the Customer for any loss, damage or expense, sustained or incurred by the Customer or any other party, whether direct or indirect, special, consequential, incidental or punitive losses or damages whether in contract, tort (including without limitation negligence), equity, under statute or on any other basis, and whether or not such loss or damage was foreseeable. The term "consequential damages" will include economic loss including actual or anticipated profits, business interruption, loss of use, revenue, reputation and/or data, costs incurred, and loss or damage to property or equipment.
3. In all other circumstances and to the fullest extent permitted by law, IBAK's liability is limited, unless otherwise agreed, to the amount recoverable under its public liability insurance, the amount covered being 5.000.000 AU\$ for personal injury and damage to property.

XIV. CUSTOMERS'S RIGTH TO RESCIND

1. The Customer will be entitled to terminate the Contract if:
 - a) IBAK is materially in default of delivery within the meaning of clause XI; and
 - b) the Customer has granted IBAK a reasonable extension of time with the express statement in writing that upon expiration of the extension period the Customer would not accept the Goods under the Contract; and
 - c) the extension period has expired
2. The Customer will be entitled to terminate the Contract if through any fault of IBAK a reasonable period of time has been granted to IBAK to rectify a defect for which IBAK is responsible under the terms and conditions of the Contract but the period of time has elapsed without any rectification being effected. The Customer will also be entitled to

terminate the Contract if it is impossible or IBAK is unable to rectify the defect.

3. A "Request for the Return of Goods for Credit" form must be submitted, and the request approved, before returning Goods for credit. All Goods returned for credit without authority will be returned at the Customer's cost. A 10% restocking charge will apply to all items returned for credit.
4. All other rights of the Customer are excluded.

XV. IBAK'S RIGTH TO RESCIND

1. In the event of unforeseen circumstances within the meaning of clause XI, IBAK will be entitled to rescind the Contract and the Customer will not be entitled to claim any damages.
2. IBAK reserves the right immediately to terminate or suspend IBAK'S performance of the whole or part of any Contract for the supply of Goods and/or Services without incurring any liability to the Customer in any of the following circumstances:
 - a) the Customer fails to take delivery of or to pay for Goods and/or Services by the due date or otherwise breaches any other term of the Contract or these terms and conditions;
 - b) the Customer enters into bankruptcy, liquidation or a composition with its creditors, has a receiver or manager appointed over all or any part of its assets, enters into administration or becomes insolvent;
 - c) IBAK notifies the Customer of having reasonable grounds for suspecting that an event in clause XV 2b has occurred or will occur, or that the Customer will not pay for Goods and/or Services on the due date;
 - d) there has been a substantial increase in IBAK'S costs of manufacture and supply of Goods and/or Services between the date of the Contract and the date of delivery or despatch arising from circumstances beyond IBAK'S reasonable control where the Contract is for a fixed price and IBAK and the Customer have failed to reach agreement on a reasonable adjustment in the price for remaining deliveries to recognise such increase within 30 days of IBAK notifying the Customer of such increase; or contractual performance by either IBAK or the Customer is delayed or prevented due to any cause or circumstance.
3. Termination by IBAK under clause I.1(iv)1 is without prejudice to prejudice to IBAK'S other remedies and IBAK'S right to recover payment from the Customer for any Goods and/or Services previously provided by IBAK.

XVI. PPSA

1. In this clause XVI:
 - a) "PPSA" means the Personal Property Securities Act 2009 (Cth); and
 - b) the terms "Proceeds", "Register"; "Purchase Money Security Interest"; "Security Agreement"; "Security Interest"; "Verification Statement"; "Financing Statement" and "Financing Change Statement" will have the meanings given to them in the PPSA.
2. The Customer:
 - a) acknowledges that these terms and conditions and each Contract constitutes a Security Agreement for the purposes of the PPSA;
 - b) grants a security interest to IBAK in all Goods (and the Proceeds) previously supplied by IBAK to the Customer and in all future Goods (and the Proceeds) supplied by IBAK to the Customer; and
 - c) acknowledges that the Security Interest granted in accordance with clause a) is a Security Interest for the purposes of the PPSA.
3. The Customer:
 - a) acknowledges that IBAK may register its Security Interest in the Goods (and the Proceeds) as a Purchase Money Security Interest on the Register; and
 - b) must execute documents and do such further acts and things and provide such further information as may be required by IBAK to enable registration of the Security Interest granted by the Customer on the Register, or to perfect or correct any registration.
4. The Customer agrees that to the fullest extent permitted by law, IBAK owns, and the Customer waives any rights it may have to anything installed in or affixed to the Goods, including any rights it might otherwise have under Part 3.3 of the PPSA.
5. The Customer agrees that where the PPSA applies to action taken by IBAK in relation to the Goods, the Customer:
 - a) agrees that sections 116(2), 120, 125, 142 and 143 of the PPSA will not apply; and
 - b) waives its right to receive any notices IBAK is required to give the Customer under the PPSA (to the extent that the notice can be excluded) and includes any right to receive a notice under sections 95, 118(1)(b), 121(4), 123(2), 130, 132(3)(d), 132(4) and 135 of the PPSA and any Verification Statements.

XVII. ASSIGNMENT

The Customer must not assign or transfer the Contract or any part of it to any other party without IBAK's prior written consent.

XVIII. INSOLVENCY

1. If the Customer
 - a) being an individual, at any time becomes bankrupt, or has a receiving order or administration order made against the Customer or makes any composition or arrangement with, or for the benefit of the Customer's creditors, or makes any conveyance or assignment for the benefit of the Customer's creditors or purports to do so, or any application is made under the relevant insolvency laws in force for sequestration of the Customer's estate, or a trust deed is granted by the Customer on behalf of the Customer's creditors; or
 - b) being a company, passes a resolution, or the court makes an order that the company be wound up (not being a member's winding up for the purpose of reconstruction or amalgamation) or if a receiver, or manager on behalf of a creditor, is appointed, or if circumstances arise which entitle the court or a creditor to appoint a receiver or manager, of which entitle the court to make a winding-up order, then IBAK will:
 - (i) to reject the Order summarily by notice in writing without compensation to the Customer, or
 - (ii) to give any such receiver or liquidator or other person the option of carrying out the Contract.
2. The exercise of any of the rights granted to IBAK under clause XVIII.1 hereof will not prejudice or affect any right of action or remedy which has accrued or will accrue to IBAK.

XIX. SEVERABILITY

In the event that any provision of this Contract is void or legally unenforceable, it will be severed from the remaining provisions of this Contract, which remain valid and binding between the parties.

XX. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, will be referred to and finally resolved by arbitration in Australia in accordance with the *Commercial Arbitration Act 2010* (NSW) which rules are deemed to be incorporated by reference into this clause.

XXI. DISPUTE RESOLUTION

The governing law of this Contract will be the law of New South Wales, Australia, and both parties submit to the non-exclusive jurisdiction of the courts of that state.