

The Supplier Agrees to supply & the Buyer agrees to purchase the Goods & Services on the following Terms of Trade

Hiab Australia Pty Ltd - Terms of Trade ("Terms")

1. Application of Terms

- 1.1 These Terms govern our supply of Goods and Services to you, including supplies on a cash basis.
- 1.2 It is not our practice to review terms and conditions on documents that you issue to us.
- 1.3 Unless we otherwise agree in writing, we do not accept, and will not be bound by, any terms or conditions included in, attached to, or referenced in, any other document you give to us like a purchase order included as a Special Condition.

2. Quotations

- 2.1 Each quotation that we issue:
 - (a) is an estimate only;
 - (b) is not an offer or obligation to supply any Goods or to perform any Services;
 - (c) is exclusive of GST;
 - (d) does not include the costs of delivering Goods;
 - (e) remains valid for acceptance for a period of thirty (30) days from the date of quotation, unless withdrawn by us before a contract for supply is formed; and
 - (f) contains a price on the basis that all Services are performed, and all Goods delivered, during Business Hours, unless the quotation states otherwise.
- 2.2 Quotations provided orally are subject to written confirmation.
- 2.3 A quotation may include additional terms or conditions, which will supplement these Terms.
- 2.4 Should you wish to have Services performed or Goods delivered outside Business Hours please let us know as additional charges may apply.

3. Formation of contract

- 3.1 We are not obliged to supply any Goods or provide Services until after a contract for supply is formed.
- 3.2 A contract for supply is formed, and you have accepted these Terms, when:
 - (a) you have placed an Order with us; and
 - (b) we have received any deposit we have required from you in respect of the Order before progressing it; and either we have:
 - (c) accepted your Order in writing; or
 - (d) supplied you with any Goods or performed any Services following receipt of your Order.
- 3.3 If you revoke an Order:
 - (a) prior to the formation of a contract for supply then:
 - (i) we will refund you any deposit you have paid in respect of that Order; and
 - (ii) you will not be required to pay any fee for the cancellation of the Order; or alternatively
 - (b) after the formation of a contract for supply but before delivery or collection of the Goods, then unless we are in breach of the contract for supply:
 - (i) you must pay all our reasonable costs associated with fulfilment of your Order, which shall be a fee of \$25.00 or 10% of the cost of the Goods, whichever is the greater; and
 - (ii) we may apply any deposit you have paid towards those costs.
- 3.4 No cancellation of an order of Goods by you will be accepted without our prior written approval.

4. Price

- 4.1 The price payable for the Goods or Services will be:
 - (a) the price agreed in writing; or alternatively
 - (b) the price by our prevailing price list/rates as when you place your Order.
- 4.2 You acknowledge and agree that different price lists/rates may apply to different geographical areas.
- 4.3 We may vary our price or rates by notice to you if you request:
 - (a) the Goods or Services be rendered outside Business Hours;
 - (b) different Goods or Services to be supplied to the contract for supply; or
 - (c) that we delay provision of the Goods or Services for sixty (60) days or more.
- 4.4 Where we vary the price or rates payable for the Goods or Services pursuant to clause 4.3, we will notify you of the new price/rates. Thereafter you may reject the new price/rates within seven (7) days and terminate the contract for supply without any cost or penalty to you, otherwise you agree that the price/rates will apply to the contract.
- 4.5 You must provide a Purchase Order for all Goods and Services to be supplied by us.
- 4.6 Orders for non stocked Goods and specially imported Goods will require a deposit of 30% of the estimated price to be paid at the time of placing the purchase order.
- 4.7 We reserve the right to adjust the price for any Goods before delivery to take into account any increase in the cost of raw materials or components, labour or transport, or any currency fluctuations, increases of taxes or duties or any other matters that affect the cost to us to produce, manufacture or deliver the Goods or perform the Services.
- 4.8 We may exercise the right to adjust the price until 18 weeks before the scheduled delivery date or one week before the beginning of the Frozen Period (as defined below) whichever date is closer to the scheduled delivery date.
- 4.9 You have the right to cancel the order affected by the price increase by providing a written notice within five (5) days of our notice of the price increase. All cancellations are subject to applicable cancellation fees in accordance with the provisions

of these terms regarding return of goods and cancellation of orders. Unless otherwise set out in these terms (or in the absence of any applicable terms) the following applies:

- (a) A minimum cancellation fee of 15% calculated from the price of the cancelled order (excluding GST or any other consumption tax) shall be applied to any cancellations made by you.

- (b) Further cancellation fees may apply to taking into account the goods already produced or in process, the expenses incurred and the commitments made by us as a consequence of the order.

- (c) You acknowledge that the cancellation fee represents the costs incurred by us in accepting the order cancellation.
- (d) Orders that have entered the Frozen Period or that have been shipped cannot be cancelled unless specifically accepted otherwise by us.

5. Delivery and risk

- 5.1 Unless otherwise agreed in writing, you are responsible for collecting Goods on the date(s) specified in the Order.
- 5.2 We will use reasonable endeavours to deliver the Goods at the time and place agreed for delivery. You will make arrangements necessary to take delivery of the Goods.
- 5.3 You acknowledge and agree that:
 - (a) unless the contract for supply expressly states otherwise, time in respect of delivery is not of the essence; and
 - (b) any timeframe or date for delivery is an estimate only and is not a contractual commitment.
- 5.4 Risk of loss, damage, or deterioration to the Goods passes to you, and delivery is deemed to occur, at the time:
 - (a) you or any third party on your behalf collect the Goods from us;
 - (b) we or our nominated carrier deliver the Goods to the delivery location stated in your Order (or to such other location as agreed in writing); or
 - (c) your nominated carrier takes possession of the Goods.
- 5.5 It is your responsibility to provide suitable, practical, and safe means of access and egress to the place agreed for delivery. If the site is deemed unsuitable or unsafe (at the delivery driver's sole discretion), then the delivery driver may:
 - (a) refuse to deliver the Goods and return the Goods to the point of despatch (in which case an additional delivery fee will apply to any subsequent delivery attempt); or
 - (b) deliver the Goods to the location nearest to the agreed place for delivery where delivery can be safely effected.
- 5.6 You agree to sign our delivery docket or consignment note or that of our nominated carrier as confirmation that you have received the Goods, and if appropriate, certify that you have received the Goods in apparent good order and condition in the quantity or volume you have ordered.
- 5.7 If you authorise us to deliver the Goods to an unattended location or to leave them outside the agreed place for delivery, we may deliver the Goods as requested at your risk.
- 5.8 If delivery or collection of the Goods is deferred:
 - (a) at your request; or
 - (b) due to you being unable or unwilling to accept delivery of the Goods (other than as a result of the Goods delivered not being in accordance with the contract for supply);in circumstances where:
 - (b) we are ready to deliver the Goods and a delivery date has not been agreed; or
 - (c) the Goods are due to be delivered or collected on an agreed delivery date,then you will pay to us:
 - (d) reasonable daily storage charges (which will continue to accrue until such time as the Goods are delivered or collected); and
 - (e) any costs associated with us or our nominated carrier attempting to re-deliver the Goods (where we or our nominated carrier has previously attempted to deliver the Goods).

- 5.9 You acknowledge and agree that we may deliver the Goods in one or more lots and may invoice you for pro rata progress in respect thereof.
- 5.10 It is your responsibility to inspect the Goods immediately upon receipt. Credit claims will only be recognized if made in the first instance by phone within forty-eight (48) hours of receipt of the Goods and in writing within seven (7) days. Claims made outside this period will be at our absolute discretion and our decision will be final and binding upon you, subject to any legislative rights that you have to the contrary. All Goods warranty conditions will apply for any Goods supplied with faults
- 5.11 Unless otherwise agreed, you are responsible for the installation and assembly of the Goods and we shall not have any responsibility or liability nor will it be liable in case of damage, loss or malfunction of the Goods or the product to which the Goods was installed to due to defects or problems in the installation or assembly or its delay. You shall follow the instructions given by us to ensure a correct installation and assembly of the Goods.

6. Access

- 6.1 When at our premises, you must, and must ensure that your Personnel:
 - (a) protect people and property;
 - (b) act in a safe and lawful manner;
 - (c) minimise water, fuel and electricity use (including lighting, heating, and air-conditioning);
 - (d) where possible prevent and otherwise minimise waste, pollution, and nuisance;
 - (d) provide an environmental management plan on request;

- (e) comply with safety and environmental standards;
- (f) comply with our policies; and
- (g) comply with any lawful directions given to you or your personnel by our Personnel.

7. Payment terms

- 7.1 Unless you have a Credit Facility with us which is not in default:
 - (a) deposits we have requested must be paid before we commence providing Goods and Services;
 - (b) you must pay for all Goods before they are dispatched (in cash or cleared funds);and

- (c) you must pay for all Services on a progressive hourly basis as performed.

- 7.2 Payment may be made by electronic funds transfer. We reserve the right to change the payment methods that we accept at any time.
- 7.3 We may charge a payment surcharge for applicable payment transactions equal to our reasonable cost of acceptance.
- 7.4 You agree to pay GST on all taxable supplies upon us issuing you a tax invoice relating to the taxable supply.
- 7.5 You agree to pay sums due to us free of any set off or counterclaim and without deduction or withholding. You also agree that, for the purpose of debt recovery, we may set off any credit amount that we owe to you against any debt due by you to us.
- 7.6 Subject to clauses 7.7 and 7.8, payments by you, or on your behalf, of will be applied by us as follows:
 - (a) Firstly, in payment of any and all collection costs and legal costs in accordance with clause 17.
 - (b) Secondly, in payment of any interest incurred in accordance with clause 16.2.
 - (c) Thirdly, in payment of the outstanding invoice(s), or part thereof in an order reasonably determined by the us.
- 7.7 To the extent that payments have been allocated to invoices by us in our business records, we may reasonably allocate or retrospectively reallocate payments in any manner whatsoever at our discretion, including in a manner inconsistent with clause 7.6 herein.
- 7.8 Payments allocated (or reallocated) under clauses 7.6 or 7.7 will be treated as though they were allocated (and/or reallocated) in the manner determined by us on the date of receipt of payment.

8. Claims

- 8.1 Clauses 8.2 to 8.4 only apply if the contract for supply is not a Consumer Contract and not a Small Business Contract.
- 8.2 You must, within seven (7) days of the date of delivery:
 - (a) give us notice in writing, with particulars, of any Claim that the Goods delivered are not in accordance with the contract for supply (including any Claim for shortfall, incorrect supply, or damage to the Goods); and
 - (b) at our request, provide us with photographic evidence (to our satisfaction) of any alleged damage to the Goods.
- 8.3 You must notify us in writing of any Claim for non-delivery within seven (7) days of the date of the invoice which relates to the Goods the subject of your Claim.
- 8.4 If you fail to notify us in accordance with clause 8.2 and 8.3, then, to the extent permitted by law, the Goods are deemed to have been delivered in good condition and in accordance with the contract for supply.

9. Returns

- 9.1 Notwithstanding clause 5.10, we will accept the return of any Goods if;
 - (a) the Goods supplied do not conform with the contract for supply;
 - (b) the Goods are defective; or
 - (c) we are required by law to accept the return of the Goods.
- 9.2 You indemnify and release us from any damage that occurs to any Goods in return transit. You should ensure that any returned Goods are insured against such damage.

10. Retention of title

- 10.1 Until such time as you have made payment in full (in cash or cleared funds) for any Goods we have supplied:
 - (a) title in the Goods does not pass to you and we retain the legal and equitable title in the Goods;
 - (b) you will hold the Goods as fiduciary and bailee for us and agree to store the Goods in such a manner as to enable them to be readily identifiable as our property;
 - (c) you undertake to not mix the Goods with similar goods;
 - (d) unless and until we notify you to the contrary, you will be entitled to sell the Goods in the ordinary course of your business (provided any such sale is at arm's length and on market terms) and will sell the Goods as our agent and bailee; and
 - (e) you undertake to hold any proceeds derived from the sale of the Goods on trust for us absolutely.
- 10.2 While title in the Goods remains with us, you permit us to enter upon any premises you occupy (or any premises any receiver, receiver and manager, administrator, liquidator, or trustee in bankruptcy of yours occupies) as your invitee to inspect the Goods and, when you are in default of payment of any invoice, to repossess any Goods in your possession, custody, or control.
- 10.3 Where we exercise our right of entry pursuant to clause 10.2, you agree that us doing so will not give rise to any Claim for trespass or similar action against us or our officers, employees, and agents.
- 10.4 Where we have retaken Goods into our possession, we have the right to sell or deal with those Goods, and, if necessary, sell any Goods bearing your name or trade mark, and you hereby grant us an irrevocable licence to do all things necessary to sell those Goods.
- 10.5 For the removal of doubt, our interest under this clause 10 constitutes a purchase money security interest for the purposes of the PPS Act.

11. Security interest

- 11.1 Unless you have obtained our prior written and fully informed consent, you undertake not to:
 - (a) register a financing change statement in respect of a security interest in our favour; or
 - (b) create, or purport to create, any security interest in the Goods (or any proceeds derived from the sale of such Goods), nor register, nor permit to be registered, a financing

statement or financing change statement in relation to the Goods in favour of any third party.

11.2 You:

(a) waive your right to receive a copy of any verification statement in accordance with section 157 of the PPS Act; and

(b) agree that, to the extent permitted by the PPS Act:

(i) sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126,

128, 129, 130, 132, 134, 135, 142, and 143 of the PPS

Act do not apply and are hereby contracted out of; and

(ii) you waive your right to receive notices under sections

95, 118, 121(4), 127, 130, 132(3)(d), and

(iii) 132(4) of the PPS Act.

11.3 We need not disclose information of the kind detailed in

section 275(1) of the PPS Act, unless required by law.

11.4 Where we have rights in addition to those under Part 4 of the

PPS Act, those rights continue to apply.

12. Particular purpose

12.1 If you require any Goods for a particular purpose, you must advise us of that purpose prior to placing your Order and must obtain a written assurance from us that the Goods will meet your requirements. If you do not advise us of your requirements and we do not expressly warrant in writing that the Goods will be fit for your particular purpose, then you agree that you did not rely upon our skill or judgment in relation to the suitability of the Goods for that purpose.

12.2 Unless specifically designated otherwise the Goods are meant for professional use only and requires professional installation and use to work safely and according to the specifications. Unless specifically designated otherwise, the Goods are not intended for personal or consumer use nor is it intended for any personnel or passenger transport. The Customer is responsible for ensuring that the Goods are used for their intended purpose only and are being operated in accordance with the issued instructions.

12.3 Any samples, drawings, descriptive matter (in catalogues, operating manuals or otherwise) or advertising produced by the Supplier are produced for the purpose of giving an approximate idea of the Goods identified in them. They shall not form part of these terms or have any contractual force.

12.4 If the Customer is not willing or will not be the sole end user and/or ultimate owner of the Goods the Customer shall ensure that the instructions for use and maintenance of the Goods and other required information and documents are provided to the end user or the ultimate owner.

13. Customer Material

13.1 You warrant and represent to us that all Customer Material:

(a) is accurate and correct; and

(b) will not infringe the Intellectual Property Rights of any third-party.

13.2 You grant us a non-exclusive, non-transferable, royalty free, perpetual, worldwide licence to use the Customer Material for:

(a) the purposes of installing the Goods; and

(b) marketing and advertising.

14. Intellectual Property Rights

14.1 All right, title, and interest in the Intellectual Property Rights in and to all Working Documents, and all Goods sold or supplied by us are, and will at all times, remain our property.

14.2 All improvements, derivatives and modifications to the Intellectual Property Rights contemplated by subclause 14.1 (the Improvements) vest in us immediately on creation. To the extent necessary to give effect to this clause 14, you assign to us all right, title, and interest in the Improvements.

14.3 You acknowledge and agree that you have no rights to use our Intellectual Property Rights under these Terms, except as expressly set out herein, unless otherwise agreed in writing.

15. Confidentiality, privacy and data protection

15.1 You and your personnel must keep the Confidential Information confidential and secure and must not disclose or otherwise make available any Confidential Information to any other person. You and your personnel shall be entitled to use the Confidential Information furnished by us only for the purpose, which they were provided for.

15.2 You consent to us publishing or otherwise making available information in relation to you (and the delivery of Goods or provision of the Services) to comply with all applicable laws.

15.3 You acknowledge that you will be bound by the Privacy Act 1988 (Cth) with respect to any act done or practice engaged

in by you for the purposes of the Agreement, in the same way and to the same extent as the Privacy Act 1988 (Cth) would have applied to us in respect of that act or practice had it been directly done or engaged in by us.

15.4 Neither party will disparage the other party, where disparage means any act or omission, including written or verbal communication, which is intended, or would reasonably be expected, to harm the other party or its reputation or which would reasonably be expected to lead to unwanted, negative, or unfavourable publicity to the other party.

16. Default

16.1 Clauses 16.2 to 16.4 apply if you fail to pay sums to us when they fall due.

16.2 We may charge you interest on the outstanding debt (including any judgment debt) at the rate of 15% per annum.

16.3 We may suspend or cease the supply of any further Goods or Services to you.

16.4 We may require pre-payment in full for any Goods or Services which have not yet been supplied.

17. Indemnity

17.1 If you default in the performance or observation of your obligations under any contract of which these Terms form part, then:

(a) we will take steps to mitigate our loss and act reasonably in relation to any default by you; and

(b) we will give you notice requesting payment for loss and damage occasioned in respect of those events and requesting that you remedy any breach within a reasonable time; and

(c) if that demand is not met then you indemnify us in respect of loss, damage, costs (including collection costs, bank dishonour fees, and legal costs on an indemnity basis) that we have suffered arising therefrom.

17.2 Your liability to indemnify us will be reduced proportionally to the extent that any fraud, negligence, or wilful misconduct by us or a breach of our obligations under contract has contributed to the Claim, loss, damage, or cost which is the subject of the indemnity.

17.3 Your liability to indemnify us is a continuing obligation separate and independent from your other obligations and survives the termination or performance of any contract of which these Terms form part.

18. Insurance

It is the responsibility of the Customer to ensure that any Goods supplied to you by us are insured at the point of delivery or collection. We do not provide any insurance for the Goods we supply.

19. Limitation of liability

19.1 No party is liable to the other party for any Consequential Loss, including under clause 19, however caused arising out of or in connection with any contract for supply of which these Terms form part.

19.2 While we will take reasonable endeavours to meet any estimated delivery date or estimated time for Goods and Services, you acknowledge and agree that we are not liable for any delay associated with meeting those estimated timeframes.

19.3 If the contract for supply is not a Consumer Contract or a Small Business Contract then, to the extent permitted by law, our liability is limited to:

(a) (in the case of a supply of Goods):

(i) us repairing or replacing the Goods; or

(ii) us paying you the cost of having the Goods repaired or replaced.

(b) (in the case of a supply of Services):

(i) us supplying the Services again; or

(ii) us paying you the cost of having equivalent Services supplied.

19.4 The Supplier's liability for any loss or damage suffered by the Customer in connection with the supply of the Goods and/or Services by the Supplier shall be limited to the price paid for the Goods or Services.

19.5 Unless otherwise stipulated under the applicable laws the Supplier shall not be liable for any damage to property caused by the Goods after they have been delivered and whilst they are in the possession of the Customer, or for any damage to products manufactured by the Customer or to products of which the Customer's products form a part. The Customer hereby agrees to defend, indemnify and keep the Supplier and the Supplier's affiliates harmless from and against any injuries, losses, damages, costs, fees, judgment, settlement or other expenses caused by, related to or arising from the Customer's operations, use, sale or ownership of the Goods or Services, or other claims how ever arising in connection with the use or operation of the Goods except to the extent caused by or contributed to by the gross negligence of the Supplier.

20. Termination

20.1 A party may, with immediate effect, terminate any contract for supply of which these Terms form part by notice in writing, if the other party:

(a) commits a material or persistent breach of these Terms and does not remedy that breach (if capable of remedy) within seven (7) days of the receipt of a notice (or such longer time as specified in the notice) identifying the breach and requiring its remedy; or

(b) has failed to pay sums due to the party within seven (7) days; or

(c) has indicated that it is, or may become, insolvent; or

(d) ceases to carry on business; or

(e) comprises an entity which is the subject of the appointment of receivers or managers; or

(f) comprises a natural person who:

(i) has committed an act of bankruptcy; or

(ii) has been made bankrupt;

(g) comprises a corporation which:

(i) enters into voluntary administration;

(ii) is subject to a deed of company arrangement; or

(iii) is subject to the appointment of liquidators or provisional liquidators.

20.2 Further, in the event of your default, we may immediately, at our election, and without prejudice to our other legal rights and remedies:

(a) Terminate any purchase order(s) that you have issued to us;

(b) Suspend any further deliveries of Goods or Services;

(c) Require payment in advance for all or any further deliveries of Goods and/or Services to you;

(d) Repossess any Goods held by you to which we have title and to enter onto any premises on which the Goods are stored, without notice, for this purpose.

21. Duty of Disclosure

You warrant not to be in receipt of any information, notice or court

proceedings which may lead to bankruptcy, appointment of an Administrator, Controller, Receiver or Receiver and Manager or a Liquidator and that you do not intend to enter into any scheme of arrangement with creditors whether formally through a court or otherwise.

22. Connectivity

22.1 We shall at all times have the right to install, maintain and dismantle automated remote diagnostic systems or similar sensor-based connectivity capabilities in and from the Goods (Connectivity) and to access, send, receive, collect, store, copy, aggregate, combine with other information, process, make available, further develop and use any and all information and data gathered through the Connectivity, including but not limited to information concerning equipment identity, efficiency, availability, downtime, operation, operating environment, movement, condition, login, location and similar information relating to the Goods (Information). Such Information may be used for providing, delivering, optimizing, developing, servicing and offering the Goods and Services or any related products, equipment, and services. The Information may also be used for example for sales and marketing, our internal business and/or operating purposes as well as for regulatory, warranty and contract compliance and for proactive maintenance and diagnostics. The Information may be shared with our affiliates and our and our affiliates' dealers, subcontractors, service providers and other business partners for the above described purposes.

22.2 You shall not in any way remove, disable or interfere with the Connectivity or the Information without our prior written consent. Any Intellectual Property Rights or other right and title in and to the Connectivity features and the Information and all the further developments shall at all times be and remain our exclusive property.

23. Trustees

23.1 If you are the trustee of a trust (whether disclosed to us or not), you warrant to us that:

(a) you enter into the contract for supply in both your capacity as trustee and in your personal capacity;

(b) you have the right to be reasonably indemnified out of trust assets;

(c) you have the power under the trust deed to enter into the contract for supply; and

(d) you will not retire as trustee of the trust nor appoint any new or additional trustee without first notifying us in writing and having the new or additional trustee sign an agreement on terms substantially the same as those governing your Credit Facility (where applicable).

23.2 You must give us a true and complete copy of the trust deed upon request.

24. Compliance with laws

24.1 Each party shall comply with and shall conduct its business at all times in accordance with all applicable laws and regulations pertaining to, without limitation, sanction requirements and (re-)export control regulations, anti-money laundering, bribery and anti-corruption, as well as the US Foreign Corrupt Practices Act and the UK Bribery Act. When reselling Goods, you shall comply with sanction requirements imposed, administrated or enforced from time to time by European Union, the United Nations Security Council and any other applicable sanctions authority.

24.2 You shall obtain and provide to us, in a timely manner, all such information, documentation and assistance as may be requested by us in order to fulfill our obligations under the contract and applicable laws and regulations.

25. Product recall

25.1 You acknowledge that we have obligations pursuant to applicable legal requirements in respect of product safety. You undertake not to take any actions or do anything which may hinder or restrict our ability to comply with such legal requirements. You undertake to provide such assistance as may reasonably be requested by us in order to effect any preventive or corrective action, such as field correction, safety campaign or product recall process and in connection with contacting customers or end-users of Goods for the same.

25.2 If you are the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Goods from the market you shall immediately notify us in writing enclosing a copy of the request, court order or other directive. Unless required by law, you may not undertake any recall or withdrawal without the written permission of us and only then in strict compliance with our instructions as to the process of implementing the withdrawal.

25.3 If you are the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Goods from the market you shall immediately notify us in writing enclosing a copy of the request, court order or other directive. Unless required by law, you may not undertake any recall or withdrawal without the written permission of us and only then in strict compliance with our instructions as to the process of implementing the withdrawal.

26. Force Majeure

If We are prevented from delivering the Goods by the Estimated Time for Delivery for any reason including act of God, strike, lockouts, trade disputes, fire, breakdown, interruption of transport, or any other supply issue, We will be under no liability whatsoever to You and We shall be entitled at our option to either terminate an Order or extend the time for delivery. Any extension greater than twelve (12) months (or such other periods as may be specified in the Quotation) will entitle You to your option to terminate the Order by notice in writing to Us.

27. Variation

We may amend these Terms in the future by notifying you in writing. The amended Terms will thereafter apply to each Order you place unless you earlier give us written notice in advance of placing a further Order.

28. Assignment

A party may only assign its rights under the contract for supply with the written consent of the other party.

Notwithstanding the foregoing, we shall however, be entitled to assign the contract (in whole or in part) to any of our affiliates. We may also use our affiliates and/or third party subcontractors to fulfil our obligations under the contract.

29. Conflicts and Inconsistencies

If there is any conflict or inconsistency between any of the documents which together govern the relationship between the parties, it is agreed the order of precedence will be (highest to lowest):

- (a) any additional terms or conditions contained in our quotation applicable to the supply of Goods or Services;
- (b) any terms governing your Credit Facility; and
- (c) these Terms.

30. Severance

If any part or term of our agreement with you (including any Credit Facility) is illegal, invalid, or unenforceable, it will be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from the contract and the remaining provisions will not be affected, prejudiced, or impaired by such severance.

31. Governing law and jurisdiction

31.1 Our relationship is governed by and must be construed according to the law applying in the State of Victoria.

31.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Victoria with respect to any proceedings that may be brought at any time relating to our relationship.

32. Definitions

In these Terms, unless the context otherwise requires, the following definitions apply.

32.1 Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth), as amended.

32.2 Business Hours means between 08:30am to 4:00pm on a day that is not a Saturday, Sunday, or gazetted public holiday in the place where the Goods or Services are, or are to be, supplied.

32.3 Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, or award howsoever arising, whether present, unascertained, immediate, future, or contingent, whether based in contract, tort, pursuant to statute or otherwise and whether involving a third party or a party to a contract for supply.

32.4 Confidential Information means any technical, scientific, commercial, financial or other information of, about or in any way related to, us, including any information designated

by us as confidential, which is disclosed, made available, communicated or delivered to you, but excludes information which:

(a) is in or which subsequently enters the public domain, other than as a result of a breach of an obligation of confidentiality;

(b) you can demonstrate was in your possession prior to the date of the Agreement;

(c) you can demonstrate was developed by you independently of any disclosures previously made by us;

(d) is lawfully obtained by you on a nonconfidential basis from a person who is not bound by a confidentiality agreement with us or otherwise prohibited from disclosing the information to you; or

(e) is required to be disclosed pursuant to law, court order or other legal process.

32.5 Consequential Loss includes any:

- (a) consequential loss;
- (b) loss of anticipated or actual profits or revenue;
- (c) loss of production or use;
- (d) financial or holding costs;
- (e) loss or failure to realise any anticipated savings;
- (f) loss or denial of business or commercial opportunity;
- (g) loss of or damage to goodwill, business reputation,

future reputation, or publicity;

(h) loss or corruption of data; or

(i) downtime costs or wasted overheads.

32.6 Consumer Contract has the meaning given to this term in section 23(3) of the Australian Consumer Law.

32.7 Credit Facility means an account we have opened for you on which we may, from time to time, extend you with additional time to pay for our Goods and Services and associated charges.

32.8 Customer, you means the person or other entity who has placed an Order with us for the supply of Goods or Services (or the person on whose behalf an Order is placed).

32.9 Customer Material means written information supplied by you for the purposes of supplying to you Goods or Services.

32.10 Frozen Period means the period when the final production planning for an order is fixed and after which changes or cancellations for the order(s) can no longer be made. The Frozen Period begins when the factory manufacturing the Goods freezes the production slots for the order(s).

32.11 Goods means all goods supplied by us, as described on our quotation, invoice, or any other form issued by us.

32.12 GST means goods and services tax within the meaning of the GST Act.

32.13 GST Act means the A New Tax System (Goods and Services Tax) Act 1999 Cwlth

32.14 Intellectual Property Rights means all industrial and intellectual property rights throughout the world, whether present or future, and whether protectable by statute, at

common law or in equity, including rights in relation to copyright, trade secrets, know how, trade marks (whether registered or unregistered or whether in word or logo/device form), designs, patents and patentable inventions, including the right to apply for registration of any such rights.

32.15 Order means a written or oral order placed by you requesting that we provide Goods or Services.

32.16 PPS Act means the Personal Property Securities Act 2009 (Cth), as amended.

32.17 Services means all services performed by us, as described on our quotation, invoice, or any other form issued by us.

32.18 Small Business Contract has the meaning given to this term in section 23(4) of the Australian Consumer Law.

32.19 Supplier, we, us means Hiab Australia Pty Ltd (ABN 72 097 663 431)

32.20 Working Documents means all literary, artistic, and other works, including all physical works, production materials and subject matter created solely or jointly with others, by us in the course of or in relation to any contract in which Intellectual Property Rights may subsist and all drafts, variations, alterations, and adaptations of such works or subject matter (whether currently existing or created in the future).

33. Interpretation

In these Terms, unless the context otherwise requires:

33.1 A time is a reference to the time zone of Brisbane, Australia unless otherwise specified.

33.2 \$, dollar, or AUD is a reference to the lawful currency of Australia.

33.3 A party includes a reference to that person's executors, administrators, successors, substitutes (including a person who becomes a party by novation), assigns, and in the case of a trustee, includes any substituted or additional trustee.

33.4 A right includes a benefit, remedy, authority, discretion, or power.

33.5 The singular includes the plural and vice versa, and a gender includes other genders.

33.6 "In writing" or "written" means any expression of information in words, numbers, or other symbols, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

33.7 If a word or phrase is given a defined meaning, its other grammatical forms have a corresponding meaning.

33.8 Words such as "includes", "including", and "for example" are not words of limitation and are to be construed as though followed by the words "without limitation".

33.9 A term of an agreement in favour of two or more persons is for the benefit of them jointly and each of them separately.