

Terms and Conditions of Sale – Products

1. DEFINITIONS:

In these Terms and Conditions of Sale,

ACL means the Australian Consumer Law.

Buyer means the person, firm, company or corporation by whom the order is given;

Confidential Information means all technical, trade, financial or other information received from each other or from the Manufacturer or a Seller Affiliate, whether orally, in writing or by any other means of communication when any order is negotiated and/or fulfilled.

Contract means the written agreement (including these Terms and Conditions) made between the Buyer and the Seller for the supply of the Goods and/or provision of Services;

Contract Price means the price payable to the Seller by the Buyer for the Goods and/or the Services supplied under each individual order;

Documentation means the documentation prepared by the Seller, the Manufacturer and/or the Seller Affiliate or supplied with the Goods;

Effective Date means the date of the order in writing;

Goods means the goods, products or components (including any Software and Documentation) described in the order form;

Intellectual Property Rights means Letters Patent, Registered Design, Design Right, Trade Mark or Copyright;

Insolvency Event means in relation to the Buyer, any of the following:

- a) a meeting of creditors of the Buyer being held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement being proposed by or in relation to the Buyer;
- b) a charge holder, receiver, administrative receiver, judicial manager or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven (7) days) on the whole or a material part of the assets of the Buyer;
- c) the Buyer ceasing to carry on business or being unable to pay its debts;
- d) the Buyer or its directors or the holder of a qualifying floating charge or like encumbrance giving notice of their intention to appoint, or making an application to the court for the appointment of an administrator;
- e) a petition being presented (and not being discharged within twenty eight (28) days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of the Buyer; or
- f) the happening in relation to the Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets;

Manufacturer means the manufacturer of the Goods.

Seller means ReconEng-IE Pty Ltd (ABN:38 121 025 616) or ProfiFeed Technologies Pty Ltd (ACN: 600 574 570) as the case may be

Services means the services described in order form;

Seller Affiliate means any company which is for the time being directly or indirectly controlled by the Seller. For the purposes of this definition, a company is directly controlled by or is a subsidiary of another company or companies which holds 50% (fifty percent) or more of the shares carrying the right to vote at a general meeting of the first mentioned company and a particular company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that company or those companies and ending with the particular company, so related that each company in the series is directly controlled by one or more of the companies.

Software means the software and/or the firmware incorporated into or provided for use with the Goods.

Warranty Period means:

- a) in respect of the Goods, a period of twelve (12) months, commencing upon successful acceptance testing of the Goods at the premises nominated by the Seller; or
- b) in respect of the Services, a period of ninety (90) days after completion of the Services.

2. THE CONTRACT

2.1 All orders must be in writing and are accepted subject to these Terms and Conditions of Sale.

2.2 No terms or conditions put forward by the Buyer and no representations, warranties, guarantees or other statements not contained in the Seller's quotation nor otherwise expressly agreed in writing by the Seller will be binding on the Seller.

2.3 Where the Buyer requires the Goods to comply with standards, specific regulations and/or be received by control and inspection agencies, the Buyer's price request or order must be accompanied by the technical specification and all terms and conditions the Seller must comply with. The Buyer's specifications and any such terms and conditions will be accepted by the Seller by confirmation in writing only. Reference will be made thereto on the quotation or offer. All costs arising out of or in connection with the Seller's compliance with the Buyer's specifications or terms and conditions will be borne by the Buyer.

2.4 The Contract will become effective on the Effective Date. If the details of the Goods or the Services described in the Seller's quotation differ from those set out in the order the Seller's quotation will apply.

2.5 No alteration or variation to the Contract will apply unless agreed in writing by both parties. However, the Seller reserves the right to effect minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. VALIDITY OF QUOTATION AND PRICES

3.1 Unless previously withdrawn, the Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within fourteen (14) days after its date.

3.2 Prices are firm for delivery within the period stated in the Seller's quotation or are subject to a revision formula pertaining to the Goods or materials attached to the quotation and are exclusive of:

- a) GST as defined in the A new Tax System (Goods and Service Tax) Act 1999 (Cth); and
- b) any similar and other taxes, duties, levies or other like charges arising outside Australia in connection with the performance of the Contract.

3.3 Prices are:

- a) for Goods delivered Ex works to the Seller's shipping point, exclusive of freight, insurance and handling; and
- b) unless otherwise stated in the Seller's quotation, exclusive of packing. If the Goods are to be packed, packing materials are non-returnable.

4. PAYMENT

4.1 Payment must be made:

- a) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot be excluded by law);
- b) in the currency of the Seller's quotation within thirty (30) days of the date of the invoice unless otherwise specified by the Seller.

4.2 The Goods will be invoiced at any time after their readiness for dispatch has been notified to the Buyer. The Services will be invoiced monthly in arrears or, if earlier, upon completion.

4.3 Without prejudice to the Seller's other rights, the Seller reserves the right to:

- a) charge interest on any overdue sums at 3% above the corporate overdraft reference rate of the Commonwealth Bank of Australia from the date when payment is overdue from the Buyer until the date when payment is received by the Seller and such interest will be calculated on an annual, compounded monthly basis; and/or
- b) suspend performance of the Contract (including withholding shipment);
- c) at any time require such reasonable security for payment as the Seller may deem reasonable; and
- d) terminate the Contract.

5. DELIVERY PERIOD

5.1 Unless otherwise stated in the Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only not involving any contractual obligations. Exceeding delivery time will not entitle the Buyer to damages and/or penalties.

5.2 If the Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of the Buyer or its agents (including but not limited to failure to provide specifications and/or fully dimensioned working drawings and/or such other information as the Seller reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price will both be adjusted accordingly.

5.3 If delivery is delayed due to any act or omission or by request of the Buyer, or if having been notified that the Goods are ready for dispatch, the Buyer fails to take delivery or provide adequate shipping instructions, the Seller will be entitled to place the Goods into a suitable storage at Buyer's expense. Upon placing the Goods into storage, delivery will be deemed to be complete, risk in the Goods will pass to the Buyer and the Buyer must pay the Seller accordingly.

6. FORCE MAJEURE

6.1 The Contract (other than the Buyer's obligation to pay all sums due to the Seller in accordance with the Contract) will be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to an Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses or other circumstances set out in clause 14), or labor trouble, strike, lockout or injunction. The Seller will be relieved without liability of all obligations under the Contract unless and until the aforesaid circumstances no longer prevent and/or delay the Seller's ability to perform the Contract.

6.2 If either party is delayed or prevented from performance of its obligations by reason of this clause for more than one hundred and eighty (180) consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that the Buyer will be obliged to pay the reasonable cost and expense of any work in progress and to pay for all the Goods delivered and the Services performed as at the date of termination.

7. INSPECTION, TESTING, CALIBRATION AND QUALIFICATION:

7.1 Goods will be inspected by the Seller or the Manufacturer and, where practicable, submitted to the Seller's or the Manufacturer's standard tests before dispatch. Any additional tests or inspection (including inspection by the Buyer or its representative, or

Terms and Conditions of Sale – Products

tests in the presence of the Buyer or its representative and/or calibration) or the supply of test certificates and/or detailed test results will be specified by the Buyer in writing in the order and will be subject to the Seller's prior written agreement and at the expense of the Buyer. If the Buyer or its representative fails to attend such tests, inspection and/or calibration after seven (7) days written notice that the Goods are ready therefore, the tests, inspection and/or calibration will proceed and will be deemed to have been made in the presence of the Buyer or its representative and the Seller's or the Manufacturer's statement that the Goods have passed such testing and/or inspection and/or have been calibrated will be conclusive.

7.2 Goods which are a special purpose product, one of a kind or have a production run of one must be qualified by the Buyer at factory acceptance testing to be conducted at the Seller's facilities and approved in writing by the Buyer before the Seller or the Manufacturer will deliver such Goods or start with serial production of the relevant Goods in order to ensure that they are compatible with the other components that make up the Buyer's equipment, and that they are adapted to the intended use. Such written approval will confirm the Buyer's acceptance of such Goods and acceptance that such Goods meet the Buyer's technical specification and other terms and conditions or specifications. In this respect, the Buyer and the Seller will sign two originals of the Product Approval Form, one original to be retained by Buyer and one by Seller.

7.3 In the event that the Buyer requires delivery without having first qualified and approved the Goods, the said Goods will be delivered as they are and will be deemed Goods specifically approved and acceptable by the Buyer and the Seller makes no representations, warranties or conditions, implied or otherwise, in relation to such Goods. The Buyer will then be solely liable for using the Goods or delivering them to its own clients. The Buyer indemnifies the Seller against any and all claims by third parties in respect of the Goods. The Seller, at its own discretion, may decide not to deliver the Goods that have not received the Buyer's prior approval.

8. DELIVERY, RISK & TITLE

8.1 Unless otherwise expressly stated in the Contract, the Goods will be delivered Carriage Paid To the destination named in the Contract; freight, packing and handling will be charged at the Seller's standard rates. Subject to clause 9, title to the Goods, risk of loss or of damage to the Goods will pass to the Buyer upon delivery and the Buyer will be responsible for insurance of the Goods after the title and the risk has so passed. Alternatively, if it is expressly stated in the Contract that the Seller is responsible for the insurance of the Goods after their delivery to the carrier, such insurance will be charged at the Seller's standard rates.

8.2 The Seller may deliver the Goods in instalments and if so each delivery will constitute a separate contract and a failure by the Seller to deliver any one or more of the instalments in accordance with their terms will not entitle the Buyer to terminate the Contract or treat it as repudiated.

8.3 Claims for shortfalls in quantity or for incorrect delivery will be void if made more than fourteen (14) days after delivery.

9. DOCUMENTATION AND SOFTWARE

9.1 The title to and ownership of the copyrights in the Software and the Documentation will remain with the Seller, the Manufacturer and/or relevant Seller Affiliate (or such other party as may have supplied the Software and/or the Documentation to the Seller) and is not transferred hereby to the Buyer with delivery of the Goods.

9.2 Except as otherwise provided herein, the Buyer is hereby granted a non-exclusive, royalty-free license to use the Software and the Documentation in conjunction with the Goods, provided that and for so long as the Software and the Documentation (other than the Seller's or the Manufacturer's standard operating and maintenance manuals) are not copied (unless expressly authorised by applicable law). The Buyer must hold the Software and the Documentation in strict confidence and must not disclose them to others, or permit others to have access to them. The Buyer may transfer the foregoing license to another party which purchases, rents or leases the Goods, provided the other party accepts and agrees in writing to be bound by the conditions of this clause 9. The Buyer's use of the Software and the Documentation, will be governed exclusively by the conditions of this clause 9.

9.3 The Seller, the Manufacturer and/or the Seller Affiliates will retain ownership of all inventions, designs and processes made or evolved by them subject to the license granted pursuant to clause 9.2 above.

10. WARRANTY

10.1 The Seller will provide a warranty for the workmanship, mechanical and electrical work and programming for the duration of the Warranty Period, subject to this clause.

10.2 The warranty support will be provided at the Seller's facilities primarily or as replacement parts which will be supplied to the Buyer with the Buyer providing installation or at the Seller's absolute discretion as support provided at the Buyer's site with time and costs associated with the personnel transport and accommodation to and from the Buyer's site at all times to be borne by the Buyer.

10.3 The warranty does not include:

- where the Good are a special purpose product, one of a kind or have a production run of one, any design items which are not reasonably foreseeable at the time of design or manufacture as part of producing a previously nonexistent product;
- operational setup activities that are performed in the normal course of operating

the machine, like sensors or cylinder adjustments.

- consumable, wear and tear items that require periodic replacement (e.g bearing);
- maintenance activities of the kind ordinarily required to be performed periodically in order to maintain operational capability; and
- any damage to the Goods sustained during transport as a result of misuse, carelessness or any other use not in accordance with the Documentation.

10.4 Neither the Seller nor the Seller Affiliate will be liable for any defects caused by: willful damage, negligence abnormal use of the Goods or use of the Goods for a purpose other than that intended by the Seller or the Seller Affiliate or failure by the Buyer to disclose the purpose or conditions of use of the Goods; fair wear and tear; materials or workmanship made, furnished or specified by the Buyer; non-compliance with the Seller's or the Manufacturer's storage, installation, operation or environmental requirements; lack of proper maintenance; any modification or repair not previously authorised by the Seller in writing; the use of non-authorised software or space or replacement parts. The Seller's cost incurred in investigating and rectifying such defects will be paid by the Buyer upon demand. The Buyer will at all times remain solely responsible for the adequacy and accuracy of all information supplied by it.

10.5 Within the Warranty Period, the Buyer may request and the Seller may, in its absolute discretion, approve and authorize in advance any return of defective items, which will be sent at Buyer's cost, including the cost of insurance, to any address provided by the Seller. Where in the Seller's reasonable determination, defects in the returned Goods are not found to arise solely from faulty materials or workmanship, or where the defects are found to arise from improper use, care and maintenance, the Seller may return the Goods to the Buyer at the cost of the Buyer. The returned items will become the property of the Seller upon delivery to the Seller unless they are returned to the Buyer. Repaired or replacement items will be delivered by the Seller at the Seller's cost to the Buyer in Australia. The Seller will correct defects in the Services provided by the Seller or the Seller Affiliate which have been notified to the Seller within the Warranty period. The Goods or the Services repaired, replaced or corrected in accordance with this clause will be subject to the foregoing warranty for the unexpired portion of the Warranty Period.

10.6 The following applies if (and only if) the supply of the Goods or the Services under the Contract is the supply to a consumer under the ACL. The Goods come with guarantees which cannot be excluded under the ACL. The Buyer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Buyer is 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. The warranty provided in clause 10.1 is in addition to any rights and remedies the Buyer may have as a consumer under the ACL and other laws. Subject to the laws (including the ACL), the Seller's liability will be limited, at the Seller's option in its absolute discretion, to any one or more of the following, in accordance with section 64A of the ACL:

- in the case of the Goods:
 - the replacement of the Goods or the supply of equivalent goods;
 - the repair of the Goods;
 - the payment of the cost of replacing the Goods or of acquiring equivalent good; and
 - the payment of the cost of having the Goods repaired; or
- in the case of the Services:
 - the supplying of the Services again; or
 - the payment of the cost of having the Services supplied again.

10.7 If Goods are mounted into other equipment, the warranty does not cover the costs of disassembly and reassembly of the said Goods in the equipment into which they are mounted.

10.8 Any goods or services sourced by the Seller from a third party (not being a Seller Affiliate) for resale to the Buyer or which are affixed to the Goods or used in the supply of the Services (including all wearing parts such as bets and ball bearings and all electrical and mechanical units) will carry only the warranty extended by the original supplier or Manufacturer.

10.9 To the fullest extent permitted by law, without limiting clause 10.6 and subject to clause 13, the foregoing constitutes the Seller's sole warranty and the Buyer's exclusive remedy for breach thereof. No representations, warranties or conditions of any kind, express or implied, will apply as to satisfactory quality, merchantability, fitness for any particular purpose or any other matter with respect to any of the Goods or the Services.

11. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

11.1 Subject to the limitations set forth in this clause, the Seller will indemnify the Buyer in the event of any claim for infringement of the Intellectual Property Rights existing at the date of formation of the Contract arising from the use or sale of the Goods, against all reasonable costs and damages awarded against the Buyer in any action for such infringement, or for which the Buyer may become liable in any such action, provided always that the Seller will not be liable to so indemnify the Buyer in the event that:

- such infringement arises as a result of the Seller and/or the Manufacturer having followed a design or instruction furnished or given by the Buyer, or the Goods having been used in a manner or for a purpose or in a country not specified by or disclosed to the Seller prior to the date of the Contract or in association or combination with any other equipment or software, or
- the Seller and/or the Manufacturer has at its expense procured for the Buyer the right to continue to use the Goods or has modified or replaced the Goods so that the Goods no longer infringe, or

Terms and Conditions of Sale – Products

- h) the Buyer has failed to give the Seller the earliest possible notice in writing of any claim made or to be made or of any action threatened or brought against the Buyer and/or the Buyer has failed to permit the Seller and/or the Manufacturer, at their expense, to conduct and control any litigation that may ensue and all negotiations for a settlement of the claim, or
- i) the Buyer has made without the Seller's prior written consent any admission which is or may be prejudicial to the Seller and/or the Manufacturer in respect of any such claim or action, or
- j) the Goods have been modified without the Seller's prior written authorisation.

11.2 The Buyer warrants that any design or instructions furnished or given by it will not cause the Seller and/or the Manufacturer to infringe any Intellectual Property Rights in the performance of the Seller's obligations under the Contract and will indemnify the Seller against all reasonable costs and damages which the Seller and/or the Manufacturer may incur as a result of any breach of such warranty.

12. CANCELLATION

12.1 Orders placed with the Seller are final and any deposit paid is non-refundable unless the Seller, in writing at its absolute discretion, agrees to cancel the order. In the event that the Seller agrees to cancel the order, the Buyer indemnifies the Seller against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller and/or the Seller Affiliate as a result of cancellation.

13. LIMITATION OF LIABILITY

13.1 Notwithstanding any other provision of the Contract, the Seller or the Seller Affiliate's combined maximum aggregate liability for any and all losses, liabilities, expenses (including legal expenses), damages, claims or actions incurred under or in connection with the Contract or any collateral contract between the parties, arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of Intellectual Property Rights or otherwise, will in no circumstances exceed the Contract Price, excluding taxes.

13.2 Notwithstanding any other provision of the Contract but without prejudice to clause 13.3, neither the Seller nor the Seller Affiliate will be liable under or in connection with the Contract or any collateral contract between the parties, for any:

- a) loss of income;
- b) loss of actual or anticipated profits;
- c) loss of anticipated savings;
- d) increased costs of any kind;
- e) loss of business;
- f) loss of contracts;
- g) loss of goodwill or reputation;
- h) loss of, damage to or corruption of data;
- i) claims of Buyer's customers or
- j) any indirect or consequential loss or damage of any kind, howsoever caused and whether arising in or by virtue of:
 - (i) a breach of contract;
 - (ii) tort (including negligence);
 - (iii) misrepresentation;
 - (iv) breach of statutory duty;
 - (v) strict liability; or
 - (vi) infringement of Intellectual Property Rights, whether or not such loss or damage was foreseeable or in the contemplation of the parties.

13.3 Notwithstanding anything in the Contract or any collateral contract, nothing in the Contract or the collateral contract excludes or in any way limits the Seller's or the Seller Affiliate's liability to the extent that such liability may not be limited or excluded as a matter of law, including under the ACL.

14. STATUTORY AND OTHER REGULATIONS:

14.1 If the Seller's obligations under the Contract will be increased or reduced by reason of the making or amendment after the date of the Seller's quotation of any law or any order, regulation or by-law having the force of law that will affect the performance of the Seller's obligations under the Contract, the Contract Price and delivery period will be adjusted accordingly and/or performance of the Contract suspended or terminated, as appropriate.

14.2 The Buyer's personnel will, whilst on the Seller's, the Manufacturer's and/or Seller Affiliate's premises, comply with the Seller's, the Manufacturer's and/or the Seller's Affiliate's applicable site regulations and Seller's, Manufacturer's and/or Seller Affiliate's reasonable instructions, including but not limited to those relating to safety, security, confidentiality and electrostatic discharge.

15. COMPLIANCE WITH LAWS

15.1 The Buyer agrees that all applicable import, export control and sanctions, laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of Australia and any other jurisdictions in which the Seller and the Buyer are established or from and to which the Goods and/or other items may be supplied, and the requirements of any licenses, authorisations, general licenses or license exceptions relating thereto will apply to its receipt and use of the Goods, hardware, software, services and technology. In no event will the Buyer use, transfer, release, export or re-export any such Goods, hardware, software or technology in violation of such applicable laws,

regulations, orders or requirements or the requirements of any licenses, authorisations or license exceptions relating thereto. If the Seller or the Seller Affiliate should fail to receive any necessary or advisable licenses, authorisations or approvals, even arising from inaction by any relevant government authority, or if any such licenses, authorisations or approvals are denied or revoked, or if there is a change in any applicable laws, regulations, orders or requirements that would prohibit the Seller or the Seller Affiliate from fulfilling the Contract, or would in the reasonable judgement of the Seller otherwise expose the Seller or the Seller Affiliate to a risk of liability under such laws, regulations, orders or requirements if it fulfilled the Contract, the Seller and the Seller Affiliate will be relieved without penalty of all obligations under the Contract.

15.2 Buyer agrees furthermore that it will not engage in any activity that would expose the Seller or the Seller Affiliate to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. The Buyer agrees to comply with all appropriate legal, ethical and compliance requirements.

16. DEFAULT, INSOLVENCY AND CANCELLATION

16.1 The Seller will be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Buyer, if

- a) the Buyer is in default of any of its obligations under the Contract and fails, within thirty (30) days of the date of the Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default; or
- b) on the occurrence of an Insolvency Event in relation to Buyer.

16.2 The Seller will be entitled to recover from the Buyer or the Buyer's representative all costs and damages incurred by the Seller as a result of such cancellation, including a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads). In the event the Contract is cancelled, any amounts due will become payable, any down payments or amounts already paid by the Buyer will be forfeited and any unpaid Goods must be returned to the Seller immediately at the Buyer's risk and expense, regardless of where they are located, with a penalty of 10% (ten percent) of the value thereof for each week the Goods have not been returned.

17. CONFIDENTIALITY

17.1 Each of the parties undertakes to maintain the confidentiality of any Confidential Information.

17.2 The terms of and obligations imposed by this clause 17 will survive the completion of the Contract but will not apply to any Confidential Information which either party can demonstrate:

- a) is or becomes public other than as a result of a breach of any obligations of confidence;
- b) was lawfully obtained from a third party not under any obligations of confidence;
- c) was already known to a party before its disclosure under the Contract other than as a result of a breach of any obligations of confidence.

17.3 A party may disclose the Confidential Information to the extent required by law, regulation or order of a competent authority to be disclosed by a party provided that the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

18. MISCELLANEOUS

18.1 No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, will be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

18.2 If any clause or other provision of the Contract is rendered invalid or unenforceable under any statute or rule of law, such provision, to that extent only, will be deemed to be omitted without affecting the validity of the remainder of the Contract.

18.3 Buyer will not be entitled to assign its rights or obligations hereunder without the prior written consent of Seller.

18.4 Seller enters into the Contract as principal. Buyer agrees to look only to Seller for due performance of the Contract.

18.5 Goods and Services provided hereunder are not sold or intended for use in any nuclear or nuclear related application.

18.6 The Contract will in all respects be construed in accordance with the laws of the State of Victoria, Australia, excluding, however, any effect on such laws of the 1980 Vienna Convention on Contracts for the International Sale of Goods, and to the fullest extent permitted by law, will be without any conflict of laws or rules which might apply the laws of any other jurisdiction. All disputes arising out of the Contract will be subject to the exclusive jurisdiction of the courts in Victoria, and the courts which may hear appeals from those courts.

18.7 The headings to the clauses and paragraphs of the Contract are for guidance only and will not affect the interpretation thereof.

18.8 All notices and claims in connection with the Contract must be in writing.