

## TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES

The following terms and conditions of sale ("**Terms of Sale**") will apply to and form part of any contract for the supply of goods ("**Goods**") and/or services ("**Services**") by Culbeag Holdings Pty Ltd, 19 Allied Drive, Tullamarine 3043, ACN 007 197 079, ("**Culbeag**") to a purchaser ("**Purchaser**").

### 1. QUOTATION

- 1.1 No quotation given by Culbeag to the Purchaser will constitute an offer. Any order from the Purchaser to Culbeag for the supply of Goods and/or Services will not be bind Culbeag until accepted by Culbeag in writing.
- 1.2 Prices given in any quotation by Culbeag are applicable to that quotation only and will not apply in any other instance.
- 1.3 Quotations are valid for a period of 30 days from date of issue by Culbeag.
- 1.4 Subject to clause 1.5, the prices for the Goods and/or Services will be those specified in the quotation.
- 1.5 In the event of fluctuations in exchange rates, duties, taxes, costs in respect of Goods and/or Services for labour, materials, transport or any other expenses or charges incurred by Culbeag, Culbeag reserves the right to increase its quoted prices for Goods and/or Services.

### 2. ERRORS IN DOCUMENTS

Clerical errors and misprints in computation, typing or otherwise in Culbeag's documents including quotations, published price lists, catalogues, delivery dockets, invoices, statements or credit notes may be corrected by Culbeag at any time by means of reissue of the document or by adjusting dockets with reference to the original transaction.

### 3. PURCHASE ORDERS

- 3.1 To make a purchase order, an official order must be submitted by the Purchaser to Culbeag quoting an order number, full description of the Goods and/or Services to be purchased and the delivery time and address. Reference to Culbeag's quotation number to the Purchaser must also be made (where applicable).
- 3.2 These Terms of Sale apply to the Purchaser and to Culbeag in respect of Goods and/or Services ordered by the Purchaser and any terms and conditions set out in the Purchaser's order deviating from or inconsistent with these Terms of Sale will not bind Culbeag notwithstanding any statement by the Purchaser in its order that its terms and conditions shall prevail over these Terms of Sale.
- 3.3 A contract shall only be or be deemed to have been entered into between Culbeag and the Purchaser for the supply of the Goods and/or Services when the Purchaser's order has been accepted by Culbeag in writing ("**Sales Note**").

### 4. INDEMNITIES

- 4.1 Without prejudice to any other rights Culbeag may have against the Purchaser, and to the extent permitted by law, the Purchaser shall indemnify Culbeag for, and save it harmless from, any loss, damage, claim, demand, expense and cost (including legal costs on a full indemnity basis) incurred by it should the Purchaser breach any of these Terms of Sale or cancel any order or part thereof for the Goods and/or Services after acceptance by Culbeag.
- 4.2 The Purchaser indemnifies Culbeag against any claims, demands, actions or proceedings made or initiated against Culbeag by any third party in respect of any damage, death or injury caused by or in any way attributable to the Goods and/or Services supplied by Culbeag.

### 5. DELIVERY OF GOODS & SERVICES

- 5.1 Unless agreed in writing Culbeag will arrange for delivery of the Goods to the nominated delivery point specified by the Purchaser in the Sales Note.
- 5.2 Culbeag is entitled to charge a fee for delivery of the Goods.
- 5.3 Culbeag is deemed to have delivered Goods when they are made available for unloading at the

- Purchaser's nominated delivery point.
- 5.4 The Purchaser is responsible for unloading Goods from Culbeag's delivery vehicle.
- 5.5 If Goods are to be collected by the Purchaser from Culbeag's place of business, delivery of Goods occurs when the Goods are made available to be loaded on the Purchaser's vehicle.
- 5.6 Culbeag is not liable for any claims for non-fulfilment or late delivery of Goods and/or provision of Services or for any loss or damage (including consequential loss or damage) suffered by the Purchaser arising from delay in delivery of Goods or failure to deliver due to circumstances beyond Culbeag's reasonable control and the Purchaser releases Culbeag from any claims and must accept and pay for the Goods and/or Services notwithstanding late delivery of goods and/or Provision of Services.
- 5.7 The Purchaser must, in its purchase order, advise Culbeag of the nominated delivery point and required delivery time.
- 5.8 Unless otherwise agreed by the Purchaser and Culbeag, Culbeag is entitled to deliver the Goods and/or Services in one or more lots. Where delivery of the Goods and/or Services is effected by way of part delivery Culbeag is entitled to invoice the Purchaser for pro-rata progress payments in respect of the part delivery.
- 5.9 Notwithstanding the Purchaser's inability to accept delivery of the Goods and/or Services, Culbeag will be deemed to have delivered the Goods and/or Services in accordance with these Terms of Sale and the Goods will be at the Purchaser's risk from the time when the Goods have been loaded onto the Purchaser's collecting vehicle or delivered to the Purchaser's nominated delivery point (as the case requires).
- 5.10 The Purchaser must at its own risk and cost obtain any import licence and other official authorisation and carry out all customs requirements.

## 6. **ADDITIONAL CHARGES**

Culbeag reserves the right to charge the Purchaser for any costs, charges or expenses that Culbeag may incur as a result of:

- (a) detention of the Goods (to the extent the same is not caused or contributed to by Culbeag);
- (b) demurrage on ships as a consequence of any act or omission of the Purchaser;
- (c) any special requirements or stipulations of the Purchaser accepted by Culbeag but not provided for in these Terms of Sale or the Sales Note;
- (d) any increase in duties, taxes, freight, insurance or other charges or expenses from the date of acceptance of the Purchaser's order by Culbeag to the date of delivery of Goods.

## 7. **STORAGE**

- 7.1 If Culbeag notifies the Purchaser that the Goods are ready for delivery of Goods and the Purchaser requests Culbeag to hold the Goods on its behalf, those Goods will be held by Culbeag at the Purchaser's risk, and Culbeag will be entitled to charge storage fees in respect of the Goods so stored.
- 7.2 The Purchaser must ensure that Goods are securely and safely stored as specified by Culbeag from time to time ("**Stored**").

## 8. **CLAIMS**

- 8.1 Unless the Purchaser notifies Culbeag in writing to the contrary in relation to a specified order, export inspection by Culbeag is agreed to be final in respect of quality and condition of the Goods. If the Purchaser requires any special inspection, the Purchaser must bear the cost of any inspection fees. If the Purchaser does so notify Culbeag, then the remaining provisions of this clause 8 will apply in relation to that order.
- 8.2 The Purchaser will inspect the Goods immediately upon delivery and, if the Goods are damaged or not otherwise in conformity with the Sales Note relating to their supply will give written notice to Culbeag of the full details within 5 days of the date of delivery.

- 8.3 Any Goods the subject of a notice under clause 8.2 will be Stored and left in the state and condition in which they were delivered until such time as Culbeag or its duly authorised agent has inspected the Goods, such inspection to be carried out within a reasonable time after notification by the Purchaser. If the Goods are not Stored and left in the state and condition in which they were delivered, the Purchaser will be deemed to have accepted the Goods and must pay the purchase price for the Goods to Culbeag.
- 8.4 Acceptance of the Goods will be deemed, for all purposes, to have taken place immediately after delivery has occurred unless the Purchaser immediately notifies Culbeag in writing to the contrary.
- 8.5 No Goods will be accepted for return by Culbeag unless agreed in writing by Culbeag prior to that return and then only upon conditions acceptable to Culbeag and at the Purchaser's entire risk as to loss or damage. Where Culbeag agrees to accept Goods for return, Culbeag's then current restocking charge, as varied from time to time, will be charged to the Purchaser and must be immediately paid.

## 9. PASSING OF RISK AND RETENTION OF TITLE

- 9.1 For the purposes of this clause 9:
- (a) **"Excluded Interest"** any mortgage, charge or other encumbrance over real property or personal property (tangible or intangible) that is not a Security Interest, including non-consensual liens and mortgages over real property;
  - (b) **"PPSA"** means the *Personal Property Securities Act 2009* (Cth);
  - (c) **"PPS Register"** means the Personal Property Securities Register;
  - (d) **"Purchase Money Security Interest"** has the same meaning as under the PPSA;
  - (e) **"Registration Commencement Time"** has the same meaning as under the PPSA; and
  - (f) **"Security Interest"** has the same meaning as under the PPSA.
- 9.2 Whilst the risk in the Goods passes on delivery, legal and equitable title remains with Culbeag until payment in full for all debts accrued or owed by the Purchaser to Culbeag is received by Culbeag.
- 9.3 Until Culbeag has received payment for the Goods in full it reserves the following rights:
- (a) legal and equitable ownership of the Goods;
  - (b) the right to enter the Purchaser's premises and retake possession of the Goods; and
  - (c) to keep or resell any Goods repossessed under clause 9.3(b)
  - (d) any other rights it may have at law or under the PPSA.
- 9.4 Until Culbeag has received payment for the Goods in full, the Purchaser acknowledges that Culbeag shall have a Purchase Money Security Interest which attaches over such Goods and their proceeds and a Security Interest in relation to other amounts owed by the Purchaser to Culbeag.
- 9.5 For the avoidance of doubt, after the Registration Commencement Time, Culbeag may register its Purchase Money Security Interest on the PPS Register established by the PPSA and, where necessary, amend the registration.
- 9.6 The Purchaser acknowledges that it must sign a document incorporating these terms and if it does not sign such a document it must adopt or accept these Terms of Sale by conduct.
- 9.7 The Purchaser must not grant any other person a Security Interest in respect of the Goods.
- 9.8 The Purchaser must not allow an Excluded Interest to exist over the Goods.
- 9.9 The Purchaser agrees to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which Culbeag asks and considers necessary for the purposes of:
- (a) ensuring that a Security Interest created under these Terms of Sale is enforceable, perfected and otherwise effective; or

- (b) enabling Culbeag to apply for any registration, or give any notification, in connection with a Security Interest created under these Terms of Sale so that the Security Interest has the priority required by Culbeag,

including anything Culbeag reasonably asks the Purchaser to do in connection with the PPSA.

- 9.10 To the extent permitted by law, if the PPSA applies, the Purchaser irrevocably waives any rights the Purchaser may have to:
- (a) receive notices or statements under sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;
  - (b) redeem the Goods under section 142 of the PPSA;
  - (c) reinstate these Terms of Sale under section 143 of the PPSA; and
  - (d) receive a verification statement (as defined in the PPSA).
- 9.11 Notwithstanding these provisions Culbeag may maintain an action against the Purchaser for the purchase price of the Goods and at all times risk in respect of the Goods shall pass to the Purchaser on delivery.
- 9.12 Until Culbeag has received payment for the Goods in full:
- (a) the Purchaser agrees to take the Goods as bailee for Culbeag;
  - (b) the Purchaser shall insure the Goods against all usual risks to full replacement value until ownership passes to the Purchaser noting on such insurance policy the interest of Culbeag. Any insurance monies received by the Purchaser in respect of Goods owned by Culbeag, shall be received on trust for and paid to Culbeag;
  - (c) the Purchaser shall, where reasonably possible, store each delivery of Goods separately, clearly identified as the Culbeag's property and in a manner to enable such Goods to be identified and cross-referenced to particular Invoices;
  - (d) the Purchaser may only sell, use or part with possession of Goods in the ordinary course of its business. Any such sale shall be as fiduciary agent for Culbeag and the Purchaser must receive on trust for and account to Culbeag for that part of the proceeds of sale that equates to the amount owing by the Purchaser to Culbeag for those Goods. However any such agency shall only extend to the obligation to account for proceeds, and the Purchaser will not be bound by any contract between the Purchaser and the Purchaser's purchaser; and
  - (e) if the Purchaser uses the Goods in a manufacturing or value added process of its own or a third party then the Purchaser shall hold such part of the proceeds of the manufacturing or value added process as relates to the Goods on trust for Culbeag. Such part shall be deemed to equal in dollar terms the amount owing by the Purchaser to Culbeag for those Goods at the time of the receipt of such proceeds.
- 9.13 Without limiting the generality of Culbeag's rights in this clause 9, if payment for the Goods is not made by the Purchaser by the due date specified by Culbeag to the Purchaser then the Purchaser shall return the Goods to Culbeag on demand. If the Purchaser does not return the Goods to Culbeag within 48 hours of receipt of the demand, Culbeag shall be entitled to enter upon the Purchaser's premises at any time to do all things necessary to recover the Goods. The Purchaser shall be liable for all costs associated with the exercise by Culbeag of its rights under this clause 9, which shall be repayable on demand.

## 10. DEFAULT

If the Purchaser fails to make due payment for any Goods and/or Services supplied by Culbeag, fails to open a letter of credit within the time reasonably specified by Culbeag or commits a breach of these Terms of Sale, or any other term of the sale, or by act or omission enables the appointment of an administrator, scheme manager, trustee, receiver, receiver and manager, liquidator, controller or any other person authorised to enter into possession or assume control of any property of the Purchaser, Culbeag may, without prejudice to any other rights it may have, do any or all of the following:

- (a) withdraw any credit facilities which may have been extended to the Purchaser and require immediate payment of all moneys owing or accrued;
- (b) withhold any further deliveries of Goods or performance of Services required under an accepted purchase order;
- (c) suspend and/or terminate performance of any other contracts which Culbeag has with the Purchaser.

## 11. WARRANTIES

- 11.1 To the extent permitted by law all implied conditions, warranties and undertakings are expressly excluded and except as provided in this clause 11, Culbeag is not liable for any loss or damage, whether direct or indirect (including consequential losses or damage) arising out of any breach of contract by Culbeag or any negligence of Culbeag, its employees or agents and the Purchaser releases Culbeag from those claims.
- 11.2 If Culbeag is liable for a breach of a guarantee implied by the Australian Consumer Law of the *Competition and Consumer Act 2010* (Cth) (not being a guarantee implied by Section 64 of the Australian Consumer Law) then its liability for a breach of any such guarantee will be limited, at its option, to any one or more of the following:
- (a) in the case of Goods:
    - (1) the replacement of the Goods or the supply of equivalent Goods;
    - (2) the repair of the Goods;
    - (3) the payment of the cost of replacing the Goods or acquiring equivalent Goods;
    - (4) the payment of the cost of having the Goods repaired;
  - (b) in the case of Services:
    - (1) the supply of the Services again;
    - (2) the payment of the cost of having the Services supplied again.
- 11.3 Without limiting the generality of clauses 11.1 and 11.2, where Culbeag contracts to install Goods, Culbeag shall not be liable for any delay in installing the Goods or for loss or damage arising out of the installation of the Goods.
- 11.4 Without limiting the generality of this clause 11, Culbeag shall not be liable for loss or damage arising from failure of the Goods, or from the design or operation of the Goods or for any advice provided in connection with the Goods or the Services.
- 11.5 Culbeag will not be liable for damage caused by a failed power supply. The provision and maintenance of an adequate power supply will not be undertaken by Culbeag.
- 11.6 The Purchaser agrees that it does not rely on the skill or judgement of Culbeag in relation to the suitability of any of the Goods or Services for a particular purpose unless it has indicated that purpose in writing to Culbeag and Culbeag has acknowledged in writing that the Goods and/or Services will be fit for the particular purpose.

## 12. OWNERSHIP AND CONFIDENTIALITY

- 12.1 For the purposes of this clause 12, "**Proprietary Information**" means any and all information relating to the Goods or the Services, including designs, drawings, instruction booklets, specifications, circuit drawings, componentry, trade marks and patents and any and all proprietary information, intellectual property and copyright in such proprietary information.
- 12.2 The Purchaser acknowledges that all Proprietary Information in respect of the Goods and the Services and all right title and interest therein are the sole property of Culbeag and the Purchaser will gain no right title or interest in the Proprietary Information whatsoever. The Purchaser specifically acknowledges Culbeag's exclusive rights to ownership of any modification, translation or adaptation of the Proprietary Information and any other improvement or development based on that Proprietary Information which is developed, supplied, installed or paid for by or on behalf of the Purchaser or any customer of the Purchaser.

- 12.3 The Purchaser acknowledges that the Proprietary Information is confidential and contains trade secrets and that its disclosure will cause Culbeag to suffer financial loss.
- 12.4 The Purchaser will implement all measures necessary to safeguard Culbeag's ownership and confidentiality of the Proprietary Information including without limitation:
- (a) allowing its employees, agents, and customers access to the Proprietary Information only to the extent necessary to ensure performance of the Goods and the Services and to require, as a condition to such access that such persons comply with the provisions of this part of these Terms of Sale;
  - (b) to co-operate with Culbeag in the enforcement of such compliance by the Purchaser's employees, agents and customers;
  - (c) not to remove any nor permit the removal of any or alteration of any copyright or confidentiality labels placed on the Goods by Culbeag;
  - (d) not to disassemble, decompile or reverse engineer any part of the Goods whether software or hardware;
  - (e) not to or reproduce any part of the Goods whether software or hardware.
- 12.5 All tools, dies, jigs and other items used in the manufacture of Goods by Culbeag for the Purchaser shall remain the sole property of Culbeag and may, unless otherwise agreed to by Culbeag, be used by Culbeag in manufacturing items for other customers.
- 12.6 Subject to clause 12.7, Culbeag grants to the Purchaser a revocable and non-exclusive, licence to use the Proprietary Information for the sole purpose of on-selling the Goods.
- 12.7 The Purchaser must obtain Culbeag's prior written consent before using any of Culbeag's advertising or marketing materials in any way.
- 12.8 The Purchaser indemnifies, and agrees to keep indemnified and hold harmless Culbeag against any loss, costs (including legal costs on a full indemnity basis), expenses, damages, claims, demands and harm suffered or incurred by Culbeag in connection with or arising out of or as a result of the breach by the Purchaser of any of the provisions of this clause 12.

### **13. GST**

- 13.1 The Purchaser is liable for any GST as levied under the *A New Tax System (Goods & Services Tax) Act 1999* (Cth) (as amended) and any other tax (including Value Added Tax or VAT), fee, levy or duty imposed by any competent authority payable on any of the Goods and/or Services supplied by Culbeag.
- 13.2 Any such tax, fee, levy or duty will be to the Purchaser's account and will be calculated using the rates and methods of assessment in force at the time of delivery of Goods.
- 13.3 The Purchaser is liable for any other applicable tax, including withholding tax.

### **14. PAYMENT**

- 14.1 Except as otherwise agreed by Culbeag in writing, terms of payment are cash on delivery.
- 14.2 Any extension of credit to the Purchaser by Culbeag will be at the sole discretion of Culbeag and, where extended, unless otherwise advised in writing by Culbeag, Culbeag requires payment by the opening of an irrevocable Letter of Credit by the Purchaser in the form requested from time to time by Culbeag or, at Culbeag's option by payment in full within 20 days of the end of the month in which delivery of the Goods occurs.
- 14.3 Without in any way limiting Culbeag's right to require payment in full on the due date, Culbeag may, in its sole discretion, charge interest on overdue accounts at the rate of:
- (a) interest on the balance of the amount owing at a rate four (4) per cent (4%) higher than the rate then fixed pursuant to the *Penalty Interest Rates Act 1983*; and, in addition
  - (b) an amount to cover all legal costs and other expenses incurred by Culbeag as a consequence of the delay in payment.

14.4 The Purchaser agrees that Culbeag may use the services of a credit reporting agency from time to time to obtain credit information concerning the Purchaser (and the Purchaser will procure the consent of its directors to obtain credit information about them) in order to assess credit worthiness and this authority continues until all supply has ceased and all liabilities to Culbeag have been fully discharged.

14.5 Time specified for payment is of the essence.

## **15. NON-CONSUMER PROVISIONS**

15.1 This clause 15 only applies where the Terms of Sale between Culbeag and the Purchaser is not a Consumer Contract.

15.2 Culbeag reserves the right to assign or sub-contract its obligations to the Purchaser to any third party.

15.3 Except with the prior written consent of Culbeag (which consent may be withheld by Culbeag at its sole discretion), the Purchaser must not assign, novate or sub-contract any of its rights or obligations under these Terms of Sale or any Sales Note.

15.4 Where the Purchaser sub-contracts or assigns its obligations under clause 15.3, Culbeag reserves, and the Purchaser grants to Culbeag, the right to pursue the Purchaser as principally liable for any amounts owed to Culbeag.

## **16. CONSUMER PROVISIONS**

16.1 This clause 16 only applies where the Terms of Sale between Culbeag and the Purchaser is a Consumer Contract.

16.2 Neither party may assign the other party's rights or transfer its obligations under the Terms of Sale without the other party's prior written consent, which must not be unreasonably withheld.

16.3 No modification amendments or other variations of the Terms of Sale shall be valid and binding on the parties unless made in writing and duly executed by and on behalf of both parties.

## **17. DISPUTE RESOLUTION**

17.1 Any disputes between the parties arising from the performance of the provisions of these Terms of Sale must be settled through consultation by the parties. All disputes arising in respect of these Terms of Sale which are not resolved within 30 days of first arising will be finally settled under the Rules of the Australian Centre for International Commercial Arbitration by a single arbitrator appointed in accordance with those Rules. The place of arbitration will be Melbourne, Victoria. The procedural law applicable to the arbitration will be that of the State of Victoria, Australia. The decision of the arbitrator is final and binding upon both parties.

17.2 During the period in which the dispute is being resolved, the parties must continue to perform all of the provisions of these Terms of Sale which are not under dispute and which are able to be performed by the parties.

17.3 Nothing in this clause 17 prevents Culbeag from obtaining any injunctive, declaratory or other interlocutory relief from a court of appropriate jurisdiction.

## **18. FORCE MAJEURE**

Culbeag will not be liable for any claims for non-fulfilment or late delivery should actual delivery of the Goods or any parts and/or any Services be delayed in consequence of unforeseen events such as strikes, unforeseen breakdown of machinery (save where caused by improper maintenance or operation by untrained personnel), suspension of electricity or other relevant power supply, riots, war, acts of terror, robbery, civil commotion, adverse non foreseeable weather conditions, disaster caused by fire and/or water, action of government or port authority, delay of vessel, rail-road embargoes, inability to obtain transportation facilities or due to a failure of an original equipment manufacturer to supply components by the due date.

## **19. VIENNA CONVENTION EXCLUDED**

The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980, known as the Vienna Sales Convention 1980) is expressly excluded from these Terms of Sale.

**20. ENTIRE AGREEMENT**

These Terms of Sale contain the entire agreement between the parties on the subject matter of this agreement, and there are no other oral or written representations, stipulations, warranties, agreements, or understandings relating to the subject matter of this agreement. Any variation or modification of these Terms of Sale must be in writing.

**21. NO WAIVER**

Culbeag's failure or delay to exercise a power or right does not operate as a waiver of that power or right and the exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing and is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

**22. SEVERABILITY**

If any provision of these Terms of Sale is held invalid, unenforceable or illegal for any reason, these Terms of Sale remain otherwise in full force and effect apart from such provision which will be deemed deleted.

**23. NOTICES**

23.1 For the purposes of this clause 23:

(a) "**Business Day**" means a day that is not a Saturday, Sunday or public holiday in Melbourne, Australia; and

(b) "**Business Hours**" means between 9.00 am and 5.00 pm on a Business Day.

23.2 Notices under this agreement must be in English and may be delivered by hand, mail, email or facsimile to the address or facsimile number of a party specified on the purchase order or such other address or facsimile number as the party has notified to the other in writing.

23.3 A letter, email or facsimile is taken to be received:

(a) in the case of posting, on the third (tenth if posted from a place outside Australia) Business Day after posting;

(b) in the case of facsimile, on production of a transmission report by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety during Business Hours. If not during Business Hours, at 9.00 am on the next Business Day;

(c) in the case of email, at the time the email was received by the recipient's mailbox during Business Hours. If not during Business Hours, at 9.00am on the next Business Day;

(d) in the case of hand delivery, on written acknowledgement of receipt by a duly authorised employee, agent or representative of the receiving party; and

(e) in the case of pre-paid certified mail, two Business Days after posting.

**24. CARBON SCHEME**

If at any time a Carbon Scheme is imposed or varied by any Australian State or Federal government, Culbeag shall be entitled to pass on to the Purchaser the reasonable Carbon Costs that Culbeag incurs in providing services to the Purchaser under these Terms of Sale. For the purposes of this clause "Carbon Costs" shall mean any liability, cost or expense that Culbeag incurs directly or indirectly arising out of or incidental to the implementation of a Carbon Scheme. For the purposes of this clause "**Carbon Scheme**" shall mean any law, regulation or requirement with respect to greenhouse gas emissions including, without limitation, any statutory emissions trading scheme, or carbon pollution reduction scheme, or imposition of a carbon emissions tax.

**25. GOVERNING LAW**

The laws of the State of Victoria and the Commonwealth of Australia govern these Terms of Sale.



The parties submit to the non-exclusive jurisdiction of the courts of Victoria and the Federal Court of Australia.