

Purchase Order Terms and Conditions

1. Definitions and Interpretation

(a) Definitions

In these Purchase Order Terms and Conditions:

Acceptance with respect to the Goods and Services means:

- (i) the Goods have been delivered, or the Services have been completed, pursuant to clause 4(a) and in the Company's opinion are free from any Defects, liens or encumbrances;
- (ii) all technical material, as set out in clause 5, and all manufacturer's warranties have been provided to the Company; and
- (iii) the Company has notified the Supplier in writing that the Goods and/or Services are Accepted, and

Accepted shall have a corresponding meaning;

Agreement means the agreement between the Company and the Supplier for the supply of the Goods and Services, comprising the relevant Purchase Order, these Purchase Order Terms and Conditions and any other document appended to or expressly referred to in the Purchase Order but excludes any quotation, proposal or other document provided by the Supplier and any terms and conditions included or referred to in or appended to, any such documents;

Business Day means a day that is not a Saturday, Sunday or public holiday in Western Australia;

Company means, as the context requires, **Payload Industries Pty Limited (ABN 96 611 121 610)** or **Schlam Engineering Pty Ltd (ABN 74 145 218 944)** or both of them;

Defective means where Goods and/or Services, or part thereof, are:

- (i) not in accordance with the Purchase Order or the Specifications;
- (ii) not of merchantable quality;
- (iii) not fit for the purposes for which they are purchased;
- (iv) deficient in design, materials or workmanship; or
- (v) otherwise deficient, faulty, inadequate or incomplete, and

Defect shall have a corresponding meaning;

Goods means the goods specified in the Purchase Order;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

IP Rights means all copyright and analogous rights (including moral rights), all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields, and **Intellectual Property** shall have a corresponding meaning;

Party means either the Company or the Supplier as the context requires, including their respective successors and permitted assigns, and **Parties** means both of them;

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth);

Price means the price payable for the Goods and/or Services as set out in the Purchase Order.

Purchase Order means an order on a Company form with a Company reference number issued by the Company under this Agreement;

Related Entity has the meaning given to that term in the *Corporations Act 2001* (Cth).

Relevant Date means the date set out in a Purchase Order, or as otherwise agreed by the Parties in writing, by which the Goods must be delivered or the Services must be completed, as the case may be;

Services means the services specified in the Purchase Order;

Specifications means the specifications for the Goods and Services set out in or attached to the Purchase Order together with any other information referred to in the Purchase Order or set out in the quotation or documentation provided by the Supplier which is relevant to the type, quality or nature of the Goods and Services;

Supplier means the person providing the Goods or Services to the Company under this Agreement as set out in the Purchase Order; and

Warranty Period means the period stated in the Purchase Order, or if no period is stated 12 months commencing on the date that the Company has Accepted the Goods or Services, as the case may be, as extended pursuant to clause 9(c).

(b) Interpretation

In this Agreement, unless the context otherwise requires:

- (i) headings are for convenience only and do not affect the interpretation of the Agreement;
- (ii) an expression importing a person includes a company, partnership, joint venture, association, corporation or other body corporate and a governmental department or agency and vice versa;
- (iii) an obligation or liability assumed by, or a right conferred on, 2 or more parties binds and benefits all of them jointly and each of them severally;
- (iv) a reference to a clause, schedule or annexure is a reference to a clause of, and a schedule or annexure to, these Purchase Order Terms and Conditions; and
- (v) a reference to a statute, regulation, ordinance or by-law includes all statutes, regulations, ordinances or by-laws amending or replacing it, and a reference to a statute includes all regulations, ordinances and by-laws issued under it.

2. Agreement

(a) These Purchase Order Terms and Conditions apply to all Purchase Orders issued by the Company.

(b) The provisions of this Agreement prevail over any terms submitted by the Supplier whether in a quotation or in any other document issued by the Supplier. By accepting a Purchase Order or by commencing supply of Goods and/or Services pursuant to a Purchase Order, the Supplier accepts the terms of this Agreement.

(c) The Parties' relationship is one of principal and independent contractor, not employer and employee, principal and agent or a partnership and no contractual relations will arise between any of the Supplier's employees, agents or subcontractors and the Company as a result of the Supplier's and the Company's relationship, and the Supplier does not have the right or authority to act on behalf of or bind the Company unless the Supplier has been expressly so authorised by the Company in writing.

(d) The Supplier must advise the Company of receipt and acceptance of Purchase Orders promptly. The Supplier will be taken to have accepted a Purchase Order if it fails to reject it within 7 days of the date of issue.

3. Price and Payment

(a) The Price cannot be increased by the Supplier unless such increase has been agreed to in writing by the Company.

(b) The Price shall not include, and the Company is not liable for, any charges for packing, crating, cartage, freight, customs or import duties or tariffs or any taxes unless otherwise set out in the Purchase Order.

(c) The Supplier must submit an invoice for Goods and/or Services provided in accordance with each Purchase Order, which must:

- (i) be a valid tax invoice;
- (ii) quote the Purchase Order number; and
- (iii) be supported by relevant records to enable the

Company to verify the amount stated in the invoice.

- (d) The undisputed portion of any invoice will be paid by the Company on the later of:
- (i) 60 days after the date on which the relevant Goods and/or Services are Accepted by the Company; and
 - (ii) 30 days after the end of the month in which the invoice is received.
- (e) The Company may set off any amount owed by the Supplier to the Company against any amount of money that is owed, or may become owing, by the Company to the Supplier under this Agreement.
- (f) The Price is exclusive of GST. If GST is payable the Price for the supply will be increased by an amount of the GST and the Supplier must ensure that any tax invoice issued pursuant to clause 3(c) contains sufficient information to enable the Company to claim input tax credits where available.
- (g) Payment shall not constitute Acceptance of the Goods or Services by the Company and shall not in any way affect the Company's rights under this Agreement.
- (h) The Company will notify the Supplier of any dispute regarding the amount set out in any invoice within 10 Business Days of receipt by the Company of the invoice. Subject to clause 3(d), the dispute shall be resolved pursuant to clause 22.

4. Delivery

- (a) Goods must be delivered to the Company, and/or Services must be completed for the Company, at the delivery address set out in the Purchase Order, or as otherwise notified by the Company, and by the Relevant Date.
- (b) Upon delivery of the Goods or completion of the Services the Supplier must provide to the Company a delivery docket in duplicate setting out the:
- (i) quantity and description of the Goods or Services;
 - (ii) Purchase Order number;
 - (iii) dispatch and delivery or completion dates, as the case may be;
 - (iv) number of packages delivered; and
 - (v) name of the person who delivered the Goods or completed the Services,
 - (vi) in a form acceptable to the Company, for signature by the Company, and the Supplier may retain one copy so signed.
- (c) Unless stated otherwise in the Purchase Order, the Supplier must, at its risk and cost, unload the Goods at the specified location.
- (d) The Goods and/or Services, on delivery or completion as the case may be, must be free of all Defects, liens and encumbrances.
- (e) If any Goods and/or Services, or in each case part thereof, are Defective upon delivery or completion, as the case may be, the Company may reject the Goods and/or Services and Supplier shall promptly at the Company's discretion and at its own cost repair or replace Defective Goods and reperform Defective Services. If Goods are rejected by the Company pursuant to this clause 4(e), the Company will not be required to hold the Goods on behalf of the Supplier for more than 30 days after they were delivered.

5. Technical Material

Upon delivery of the Goods or completion of the Services, or when otherwise requested by the Company, the Supplier must provide to the Company all technical and safety information and other relevant data relating to the Company's use of the Goods and/or Services, including material safety data sheets, plans, drawings, specifications, manuals, certificates, instructions, fabrication reports and any other information requested by the Company.

6. Title and Risk

- (a) Title in the Goods or Services, free of liens, encumbrances and all other adverse interests, passes to the Company upon the earlier of delivery or completion, respectively, and payment of the relevant Price by the Company.
- (b) Risk in the Goods passes to the Company upon delivery.
- (c) If the Company pays any deposit or other part payment of the Price prior to delivery of the Goods, then the Supplier charges the Goods, and any materials purchased for incorporation into the Goods, with the obligations owed or which may be owed by the Supplier to the Company under or in respect of this Agreement, including any obligation to repay any sums paid by the Company in the event of non-delivery, or Defect in, the Goods.
- (d) The Supplier shall not grant any other person any security interest in the Goods, and shall not part with possession of the Goods, except by delivery to or at the direction of the Company.

7. Variations

- (a) The Supplier must not vary a Purchase Order, the Goods or Services or any part thereof without the prior written consent of the Company.
- (b) The Company may, at any time, direct the Supplier to vary a Purchase Order, including the number, type or specification of the Goods and/or Services, and to the extent that the Supplier can reasonably comply with that direction, it must promptly do so.
- (c) If there is any disagreement between the Parties with respect to the price for any variation, the Company shall determine the price using rates set out in the relevant Purchase Order, if any, else in accordance with common industry prices for similar work, and the Supplier shall be obliged to carry out the Variation for such price. If the Supplier remains in disagreement with the Company regarding the price, such dispute shall be resolved pursuant to clause 22.

8. Delay and extensions of time

- (a) The Supplier must promptly give written notice to the Company upon the Supplier becoming aware of any event or circumstance which is causing, or is likely to cause, the delivery of the Goods or the completion of the Services to be later than the Relevant Date.
- (b) If the Goods are not delivered, or the Services are not completed, by the Relevant Date:
- (i) the Supplier shall be liable for any costs, expenses or losses that the Company suffers or incurs as a result of the delay; and
 - (ii) the Company may, without any liability to the Supplier, cancel the whole or any part of any Purchase Order.
- (c) At any time, the Company may extend, for the benefit of the Company and without being under any obligation to the Supplier to do so, the Relevant Date.

9. Defects Liability

- (a) Warranty as to Goods
- (i) The Supplier warrants that upon delivery, and during the Warranty Period all Goods shall conform to the Specifications and shall otherwise be free of Defects.
 - (ii) If, during the Warranty Period, Goods or part thereof are found to be Defective the Supplier must, at its own risk and cost, in the manner and by the date directed by the Company, repair or replace the Defective Goods, or part thereof.
 - (iii) The Supplier must provide the Company with any applicable manufacturer warranties for the Goods and if the Supplier is not the manufacturer it must assign to the Company, and to any purchaser from the Company, the benefit of such warranties.
- (b) Warranty as to Services
- (i) The Supplier warrants that :

- (1) the Services shall be carried out professionally and in a timely manner;
- (2) in undertaking the Services, it shall exercise all proper professional skill, care, attention and judgment as may be expected of a Supplier experienced in performing work similar to the Services;
- (3) it shall ensure that all of its personnel carrying out the Services have appropriate qualifications and experience, and hold any required licences;

(4) it will provide to the Company any documents relevant to the Services promptly upon completion of the Services; and

(5) it shall ensure that the Services will be, in every respect, free of Defects.

- (ii) If upon completion, or at any time during the Warranty Period, the Company discovers any Defect in the Services or part thereof, the Supplier must, at its risk and cost, reperform the Defective Services or part thereof within the period directed by the Company, including rectifying any errors or omissions in any documents provided in relation to the Services.
- (c) The Warranty Period for any Goods and/or Services rectified pursuant to clause 9(a)(ii) or 9(b)(ii) respectively shall be extended for a period equal to the initial Warranty Period effective from the date of rectification.
- (d) If the Supplier fails to rectify Defective Goods and/or Services pursuant to clause 9(a)(ii) or 9(b)(ii) as the case may be, the Supplier is liable for any cost, expense, loss or damage incurred by the Company in rectification or replacement of Defective Goods and/or Services either by itself or by a third party.
- (e) The Supplier indemnifies the Company from liability for any loss, expense or damages arising from or in connection with the Defective Goods and/or Services or the Supplier's acts or omissions during rectification of Defective Goods and/or Services.

10. Access to and conduct on the Company's site

- (a) The Supplier must only access a Company site during the hours and on the days notified by the Company.
- (b) The Supplier must comply, and must ensure that its employees, subcontractors and agents comply, with all conditions and restrictions applying to the use or occupation of a Company site and any adjoining land, as notified to the Supplier by the Company from time to time, and with any directions of the Company.

11. Compliance with laws and directions

- (a) In performing its obligations under this Agreement, the Supplier must comply with, and must ensure that the Goods and Services comply with, all:
 - (i) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State or Territory in which the Goods and/or Services are being provided;
 - (ii) certificates, licences, consents, permits, approvals and requirements of any organisations having jurisdiction in connection with the provision of the Goods and/or Services; and
 - (iii) relevant Australian standards, guidelines and codes of practice.
- (b) The Supplier must obtain all consents, licences, permits and approvals applicable in connection with the performance of its obligations under this Agreement and ensure that all such consents, licences, permits and approvals are in full force and effect at all times.
- (c) The Supplier must promptly comply with any direction given by the Company in connection with this Agreement or the provision of the Goods or Services.

12. Work health and safety, environment and security

Without limiting clause 11, the Supplier must:

- (a) comply, and must ensure that its personnel, including its employees, subcontractors and agents comply, with all laws, standards and codes of practice in respect of work health, safety and environmental matters which apply or may apply to the Goods and/or Services or the relevant site;
- (b) adopt safe systems of work and take all possible and reasonably practicable steps and measures to eliminate risk to the health and safety of workers and other persons and to avoid and minimise the consequences of work health and safety issues;
- (c) ensure that its workers are appropriately trained, inducted and supervised;
- (d) while on a Company site or when using the Company's facilities, comply with all Company directions, procedures and policies relating to work health, safety, environment and security and any other directions of the Company;
- (e) consult, co-operate and co-ordinate with the Company where the Company and the Supplier have a duty relating to the same matter;
- (f) if requested by the Company, promptly provide copies of:
 - (i) its work health and safety policies and evidence to demonstrate that it has met, and is meeting, at all times, its obligations under this clause 12; and
 - (ii) any documents, reports, registers or records which the Supplier is required to prepare, maintain or provide pursuant to any laws in relation to work health and safety;
- (g) immediately notify the Company of any accident, incident, injury, illness or environmental damage that arises from the provision of the Goods and/or Services or occurs on the Company's site; and
- (h) investigate incidents that are notifiable by law and provide a copy of the investigation report to the Company.

13. Intellectual Property Rights

- (a) The Supplier warrants that any design, equipment, methods of working and documentation including but not limited to specifications, drawings, reports and publications used or produced by the Supplier in connection with the Goods and/or Services do not infringe any IP Rights.
- (b) The Supplier grants to the Company a non-exclusive, perpetual, irrevocable and royalty-free licence to use, adapt, modify and sub-licence others all IP Rights in the Goods and Services to the extent necessary for the use, operation, repair, maintenance, servicing or upgrade of the whole or any part of the Goods and the enjoyment of the benefit of the Services.
- (c) Each Party shall retain ownership of all Intellectual Property it had prior to this Agreement. All new Intellectual Property conceived or created in the performance of this Agreement shall be owned exclusively by the Company. The Supplier agrees to deliver assignment documentation as necessary to achieve that result.

14. Indemnity and limitation of liability

- (a) The Supplier indemnifies, and keeps the Company indemnified, from and against any claim or proceedings arising from any alleged infringement by the Company of the IP Rights of any person arising from, or in connection with, the purchase or use of the Goods or the supply or enjoyment of the Services.
- (b) The Supplier indemnifies the Company and agrees to hold the Company harmless from and against any liability, loss, claim or expense arising from:
 - (i) injury to or death of any of the Supplier's employees, agents, suppliers or subcontractors or damage to or destruction of any property belonging to the Supplier, in its possession or under its control;

- (ii) injury to or death of any person, including employees, agents, suppliers or subcontractors of the Company, or damage to or destruction of any property, including property of the Company, its agents, employees, suppliers or subcontractors, arising from or in connection with:
 - (1) any acts or omissions of the Supplier or the Supplier's employees, agents, suppliers or subcontractors; or
 - (2) breach of any provisions of this Agreement by the Supplier; and
- (iii) failure by the Supplier to comply with any law, including the failure to pay any taxes required at law or under this Agreement.
- (c) The Supplier's liability under clauses 14(b)(i) and 14(b)(ii) is reduced to the extent that such injury, death, damage, destruction or non-compliance is caused by the negligence of the Company.
- (d) Notwithstanding any other provision of this Agreement to the contrary:
 - (i) the Company shall not be liable for any consequential loss or damage of any kind, including loss of business revenue, loss of production or use, loss of profits, failure to realise expected profits or savings, loss of opportunity, overhead costs, or any other economic or indirect losses; and
 - (ii) the Company's liability under this Agreement is limited to payment of the Prices due for any Goods or Services provided pursuant to this Agreement, in each case whether the relevant claim arises in contract, tort (including negligence), strict liability, under any statute or otherwise out of or in any way connected to this Agreement.
- (e) The indemnities and limitations in this clause 14 are continuing, separate and independent obligations and rights and survive termination of this Agreement.

15. Insurance

- (a) The Supplier must obtain and hold until the end of the Warranty Period, unless set out otherwise herein:
 - (i) all risks insurance in the amount of the replacement value of the Goods, valid until risk in the Goods transfers to the Company;
 - (ii) public and products liability insurance in the amount of AU\$20,000,000;
 - (iii) if providing professional services, professional indemnity insurance in the amount of AU\$5,000,000, valid for 5 years beyond end of the Warranty Period; and
 - (iv) worker's compensation and employee insurance as required by law.
- (b) The Supplier must provide evidence of all insurances held upon request by the Company.

16. Confidentiality

- (a) Any information provided by the Company to the Supplier including but not limited to, information contained in drawings, specifications and technical data and information regarding the Company's business:
 - (i) are strictly confidential and are issued on the condition that they are the property of the Company;
 - (ii) are issued on loan and may not be disclosed, copied or transferred to a third party without the Company's prior written consent;
 - (iii) are to be used for no other purpose other than for preparing a quotation or providing the Goods and/or Services; and
 - (iv) must be returned to the Company on the earlier of:
 - (1) delivery of the Goods or completion of the Services, as the case may be;
 - (2) termination of this Agreement pursuant to clause 18;

or

- (3) the request of the Company for return of such information.

- (b) The placing of a Purchase Order does not entitle the Supplier to use the Company's name for any purpose.
- (c) If any Company branded Goods are provided by the Supplier under this Agreement, the Supplier must not use those Goods for display or advertising without the Company's prior written consent. If such consent is given, each such display or advertisement must be approved in writing by the Company prior to erection of such display or publication of such advertisement.

17. Privacy

- (a) The Supplier must ensure that any collection, use and transfer of any Personal Information in the course of providing Goods and Services under this Agreement complies with all applicable laws in Australia including the *Privacy Act 1988* (Cth).
- (b) Where necessary, the Supplier must obtain all necessary consents relating to the collection, use and transfer of Personal Information required under this clause 17 from the relevant individual.

18. Termination

- (a) The Company may immediately terminate this Agreement, and/or cancel any Purchase Order, by written notice to the Supplier if:
 - (i) the Supplier becomes insolvent as defined in the *Corporations Act 2001* (Cth) or commits an act of bankruptcy; or
 - (ii) in the Company's opinion, the Supplier has breached any term of this Agreement and has failed to rectify that breach within 5 Business Days of the Supplier being notified of such breach.
- (b) If this Agreement is terminated pursuant to clause 18(a), the Supplier is liable for, and indemnifies the Company against, any losses, costs and expenses incurred by the Company as a result of the termination.
- (c) The Company may terminate this Agreement for its convenience by giving 30 days' written notice to the Supplier. In such event, the Supplier's sole remedy is payment by the Company of any outstanding amounts due under this Agreement for Goods and/or Services provided and Accepted up to the date of termination.

19. Force Majeure

Notwithstanding any other provisions of this Agreement, the Company will not be responsible nor be deemed to be in default under this Agreement on account of any failure in performance under this Agreement due to any acts of God; war or warlike operations; acts of terrorism; insurrections or riots; fires; floods or explosions; pandemics, epidemics or quarantine restrictions; delay or default by contractors or subcontractors; any act of government (including delays in approvals or clearances, governmental priorities and regulations or orders affecting materials or facilities); strikes, labour disputes or other industrial action; delay or default in freight, shipping or logistics; inability after due and timely diligence to procure materials, accessories, equipment or parts; or any other cause to the extent it is beyond the Company's control or is not occasioned by the Company's negligence.

20. Anti-bribery and corruption

The Supplier warrants that:

- (a) it did not, prior to the date of this Agreement, and will not in connection in any way with this Agreement, bribe, or attempt to bribe (including, without limitation, any offer of any form of payment, gift or inducement, reward or advantage, whether of money or otherwise):
 - (i) the Company or any of its employees, agents,

- representatives or contractors;
- (ii) any public or government officials or employees;
- (iii) any public international organisations;
- (iv) any political parties; or
- (v) any private individuals or entities;
- (b) it is not the subject of any investigation by a law enforcement agency, or party to any actual or threatened litigation, involving allegations of bribery;
- (c) it is familiar with and will abide by the anti-bribery, anti-corruption and anti-money laundering laws in all countries in which it is incorporated or established; or in which it does business;
- (d) it will not take, or knowingly permit any action to be taken, that would cause itself or the Company to be in violation of any applicable anti-bribery, anti-corruption or anti-money laundering laws;
- (e) if it discovers that it has or may have violated any of the provisions this clause 20, it shall immediately notify the Company and cooperate with any resulting investigations by the Company;
- (f) it has established and at all times will maintain and implement such anti-bribery, anti-corruption and anti-money laundering policies and procedures as may be required to ensure its, and its employees', compliance with all relevant laws; and
- (g) it obliges its contractors, consultants, agents, distributors and other service providers to maintain and implement similar policies and procedures.

21. Modern slavery

The Supplier warrants and undertakes that:

- (a) no Forced Labour, Slavery or Human Trafficking (as such terms are defined by the International Labour Organisation) is used anywhere in the Supplier's business or in the operations of any of its Related Entities or suppliers; and
- (b) it has put in place all necessary processes and will take all necessary actions to ensure that the warranties given in this clause 21 continue to be true throughout the term of the Agreement.

22. Dispute Resolution

- (a) Should any dispute arise out of this Agreement, either Party may notify the other Party in writing specifying particulars of the dispute.
- (b) The Parties shall make every effort to settle the dispute by negotiation between their representatives within one month of receipt by a Party of notification pursuant to clause 22(a).
- (c) If the Parties have not reached agreement by negotiation pursuant to clause 22(b), the dispute shall be submitted to the Chief Executive Officers of the Parties who will meet and endeavour to achieve settlement of the dispute or agree a means by which the dispute shall be determined, for example by submission to a subject matter expert.
- (d) If the dispute is not settled within two months of receipt by a Party of notification pursuant to clause 22(a), or any longer period that may have been agreed by the Parties, the dispute shall be referred to arbitration in accordance with, and subject to, the *Resolution Institute Arbitration Rules 2020*. The arbitration shall be heard by a sole arbitrator. The seat of the arbitration shall be Perth, Western Australia. The arbitrator's decision shall be final and binding on the Parties.

23. General

(a) Notices

- (i) Any notice relating to the Agreement must be in writing and may be delivered by prepaid post, by hand, by facsimile or by email to a Party and marked for the attention of the person identified or notified by that Party as the contact for that Party.
- (ii) A notice will be deemed to have been received:
 - (1) if delivered by hand, at the time of delivery;

- (2) if delivered by post, 3 Business Days if both Parties are located within Australia, and 10 Business Days if either Party is located outside Australia;
 - (3) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; and
 - (4) if sent by email, at the time when successfully sent.
 - (iii) A notice received after 5 pm in the place of receipt or on a non-Business Day, is taken to be received at 9 am on the next Business Day.
- (b) **Assignment and subcontracting**
- (i) The Supplier must not subcontract, assign or novate the benefit of, or otherwise create an interest in its rights under this Agreement unless it obtains the prior written consent of the Company. The Company may assign any or all of its rights under this Agreement to any person without the consent of the Supplier.
 - (ii) The Supplier will be liable for all acts and omissions of a subcontractor as if they were the acts and omissions of the Supplier.

(c) Time

Time is of the essence of this Agreement.

(d) Waiver

The failure of any Party to enforce a provision of this Agreement or to exercise any of its rights expressed in this Agreement is not a waiver of such provisions or rights and does not affect the enforcement of this Agreement. No waiver under this clause 23(d) operates as an estoppel against the Party seeking to rely on this clause 23(d). The exercise by any Party of any of its rights expressed in this Agreement does not preclude or prejudice such Party from exercising the same or any other rights it may have irrespective of any previous action taken by that Party.

(e) Severance

If any provision in this Agreement is unenforceable, illegal or void or makes this Agreement or any part of it unenforceable, illegal or void, then that provision is severed, and the rest of this Agreement remains in force.

(f) Excluded Terms

The Parties agree that the *United Nations Convention on Contracts for the International Sale of Goods* (adopted at Vienna on 10 April 1980) and the *Sale of Goods (Vienna Convention) Act 1986 (WA)* do not apply in any respect to this Agreement.

(g) Governing Law

This Agreement is governed by the laws of Western Australia and the Company and the Supplier agree to irrevocably submit all disputes arising between them to the jurisdiction of the courts of Western Australia.