

BHF TECHNOLOGIES PTY LTD - TERMS AND CONDITIONS OF TRADE

THESE TERMS AND CONDITIONS GOVERN THE SUPPLY OF GOODS AND SERVICES BY BHF TECHNOLOGIES OTY LTD TO THE CUSTOMER, AS FURTHER DESCRIBED BELOW.

1. DEFINITIONS

1.1 In this Agreement the following terms have the following meanings:

Act of God means an event beyond the reasonable control of BHF (including without limitation as a result of any pandemic, government restriction, strike, trade dispute, fire, tempest, theft, breakdown, shortage of stock, a failure of a third party to fulfil their related obligations to BHF, or similar) which prevents BHF from complying with its obligations under this Agreement.

Agreement means these Terms and Conditions, including any annexure, read together with each Order.

Australian Consumer Law means the law contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

BHF means BHF Technologies Pty Ltd ACN 667 332 256.

Customer means any person BHF supplies with Goods and/or Services. The Customer may be identified in an Order, Customer Credit Application or any other document or agreement between the parties.

Customer Credit Application means any agreement between BHF and the Customer that provides for the supply of the Goods and/or Services on credit, and any other document executed by the Customer or its agent, representative, officer, or director in connection with that agreement.

Background IP means: (a) in the case of the Customer, any information, data or other item or thing which the Customer provides to BHF for inclusion as part of any Works or for BHF to evaluate when producing any Works; and (b) in the case of BHF, any designs, product, service, Intellectual Property Rights or other thing which BHF provides to the Customer and which was created independently of this Agreement, or which BHF supplies to its customers and clients generally.

Commencement Date means the earlier of the date on which a Customer Credit Application is executed or the date on which the first Order is agreed between the parties.

Defect means, as the context requires: (a) a failure to deliver Goods or Services in accordance with the requirements of an Order; or (b) a defect or error in the Goods or Services that means they do not comply with an Order or any Warranty because of faulty material or workmanship, but does not include anything disclosed by BHF as a feature or limitation of the Goods or Services prior to acceptance of an Order, or anything trivial, insubstantial, or otherwise caused by the Customer.

Default Event means a party: is unable to pay its debts when they are due; is bankrupt or insolvent; has a receiver, administrator, official manager or liquidator or any similar official appointed over it or any of its assets; has an order or resolution passed for its winding up, bankruptcy or dissolution; ceases to trade or exist, or is subject to any similar event.

Fees means the fees and charges payable by the Customer under this Agreement or the Customer Credit Application including but not limited to the fees and charges set out in any Order.

Goods means any goods or Works agreed to be supplied by BHF to the Customer from time to time, as described in an Order.

Intellectual Property Rights means all intellectual property rights whatsoever throughout the world including, without

limitation, all present, future, registered and unregistered rights which subsist in copyright, trademarks, patents, designs and circuit layouts.

Order means any document agreed between the parties in writing which describes the Goods and/or Services to be supplied by BHF and the Fees to be paid by the Customer as consideration for those Goods and/or Services and may (without limitation) be in the form of an invoice or quote provided by BHF and accepted by the Customer, or emails exchanged between the parties.

PPSA means the *Personal Properties Securities Act 2009* (Cth).

Services means, generally, any services provided by BHF to or on behalf of the Customer under these Terms and Conditions and, specifically, the services described in an Order.

Special Condition means any special condition agreed in writing between the parties under an Order, which is intended to modify or override a provision of these Terms and Conditions.

Term means, in respect of an Order, the period from the acceptance of that Order (as described in clause 2.3) to its completion or termination in accordance with this Agreement and, in respect of this Agreement, the period from the Commencement Date to termination under clause 11.

Warranty means any warranty provided by BHF in relation to any Goods or Services. In the absence of a separate warranty provided by BHF, this warranty will be as set out in clause 5.

Warranty Conditions means any terms and conditions which BHF imposes in relation to a Warranty (in addition to those imposed hereunder), which are either those set out in clause 5 or separately specified by BHF.

Warranty Period means the warranty period which BHF specifies from time to time (either in this Agreement or otherwise), and which may vary by the type of Goods or Services supplied.

Works means any designs, recommendations, advices or other items or things created or delivered by BHF to the Customer as part of the Services.

1.2 In the interpretation of this Agreement unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the words "includes" or "including" will not limit whatever follows;
- (c) a reference to a person includes a reference to a corporation, firm, association or other entity, and vice versa; the singular includes the plural and vice versa; a reference to any gender includes a reference to all other genders;
- (d) a reference to any legislation includes a reference to any modification or re-enactment;
- (e) an obligation upon two or more persons is borne by them jointly and severally; and
- (f) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning

2. APPOINTMENT

2.1 The Customer appoints BHF to provide the Goods and Services during the Term. Subject to payment of the Fees, BHF agrees to provide the Goods and Services in accordance with this Agreement.

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- 2.2 The particulars of the Goods and Services that BHF will provide are as described in each Order. The parties may have any number of Orders in place at the same time, and each Order will be read together with these Terms and Conditions, together forming this Agreement.
- 2.3 An Order will take effect when agreed in writing by the parties, or when submitted by the Customer to BHF and accepted in writing by BHF. The Customer agrees that BHF may refuse to agree to an Order and may refuse to provide any requested Goods or Services for any reason whatsoever.
- 2.4 If an Order requires BHF to provide Services, then BHF will use all reasonable endeavours to deliver those Services: (a) subject to clause 3, by the dates and times specified in the Order; and (b) in accordance with the requirements specified in the Order.
- 2.5 BHF may specify additional conditions which apply to the delivery of Goods or Services as part of an Order, including any assistance required from the Customer or required access to the Customer's premises.

3. DELIVERY

- 3.1 All Goods will be supplied and delivered to the Customer "ex-works" (as that term is defined by the Incoterms 2020).
- 3.2 Any time quoted for delivery in an Order is an estimate only. The Customer is not relieved of any obligation to accept or pay for Goods or Services because of any delay in delivery.
- 3.3 BHF will make all reasonable efforts to deliver the Goods to the Customer's nominated delivery address at the time and on the date agreed. However, time is not of the essence under this Agreement and, except where BHF has an obligation under the Australian Consumer Law, BHF is not liable for any failure to deliver, any failure to deliver within the time quoted for delivery in an Order or delay in delivery for any reason, including without limitation, where an incorrect delivery address has been provided to BHF, or where an Act of God occurs.
- 3.4 If BHF considers that an Act of God has occurred or other circumstances exist which may impact BHF's ability to fulfil an Order in accordance with the requirements of the Order, or otherwise by the required delivery date, then BHF may in its absolute discretion either: (a) cancel the Order at any time up until the date of delivery; or (b) suspend the fulfilment of the Order until a future date specified by BHF.
- 3.5 The Customer must not cancel or suspend an Order after it is placed, without the prior written consent of BHF. BHF may provide such consent with conditions (such as payment of BHF's costs and losses which arise from the cancellation, suspension or resumption of the Order) which will be binding on the Customer.
- 3.6 The Customer agrees that BHF will not be liable to the Customer for any costs, expenses, losses or damages arising out of BHF's cancellation or suspension of an Order under this clause.

4. DEFECTS

- 4.1 On delivery of Goods, if the Customer considers the Goods have a shortage in quantity or fail to meet the requirements of an Order, then the Customer has 7 days to notify BHF in writing of the alleged Defect and the Customer must preserve the Goods as delivered and either return them to BHF or (if agreed by BHF) allow BHF (or a nominated agent) access to the Customer's premises for the purpose of inspecting the Goods. If, upon inspection, BHF agrees

that the Goods have a Defect, BHF will rectify the Defect in the Order, which may include providing the remedies set out in clause 5. If no notice of Defect is given by the Customer within 14 days of the delivery of Goods, the Customer is deemed to have accepted the Goods (and that they are free from any Defect as delivered).

- 4.2 BHF may elect to provide any of the remedies specified in clause 5 in respect of any Defect in any Goods or Services reported by the Customer, and accepted by BHF, during their Warranty Period. The forgoing however may be overridden by any Warranty Conditions separately provided by BHF together with the supply of any Goods or Services.
- 4.3 For the purposes of evaluating a Warranty claim, the Customer at the time of lodging the claim must provide details of the Warranty claim, reasonable evidence of the claim required by BHF, and proof of purchase. The Customer further agrees to preserve the Goods or Works which are alleged to be affected by a Defect and either return them to BHF or (if agreed by BHF) allow BHF (or a nominated agent) access to the Customer's premises for the purpose of inspecting the Goods or Works.
- 4.4 If the Customer notifies BHF of a Defect other than in accordance with this clause 4, or the Goods or Services are affected by an error or defect other than a Defect (including due to ordinary wear and tear or Customer or third party fault, or other exceptions specified in the Warranty Conditions), BHF may impose a Fee on the Customer (in BHF's sole discretion) to provide the remedies set out in clause 5.

5. WARRANTY

- 5.1 Subject to clause 12.2(a), and the remainder of this clause 5, BHF warrants that if any defect in any workmanship of BHF becomes apparent and is reported to BHF within the Warranty Period, then BHF will either (at BHF's sole discretion) repair the defect, remedy the workmanship, or provide replacement Goods or Services (as applicable).
- 5.2 The warranty provided under this clause 5 shall not cover any defect or damage which may be caused or partly caused by or arise through:
- (a) failure on the part of the Customer to properly maintain any Goods;
 - (b) failure on the part of the Customer to follow any instructions or guidelines provided by BHF in respect of the Goods or Services;
 - (c) any use of any Goods or Services otherwise than for any application specified an Order or as specified by BHF from time to time;
 - (d) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (e) fair wear and tear, any accident or Act of God;
- 5.3 The warranty provided under this clause 5 shall cease and BHF shall thereafter in no circumstances be liable under the terms of the warranty if the Goods are repaired, altered or overhauled by the Buyer without BHF's written consent.
- 5.4 Subject to BHF's obligations under the Australian Consumer Law, in respect of all warranty claims, BHF shall not be liable to compensate the Buyer for any delay by BHF in either replacing or repairing the Goods or in properly assessing the Buyer's claim.
- 5.5 BHF may from time to time specify in writing, different warranty terms which applies to the Goods supplied, and in

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which case those warranty terms will apply instead of this clause 5.

- 5.6 For Goods not manufactured by BHF, the warranty shall be the current warranty provided by the manufacturer of the Goods. BHF shall not be bound by, nor responsible for, any term, condition, representation or warranty given by the manufacturer of the Goods.

6. PAYMENT

6.1 Where BHF supplies the Goods to the Customer under a Customer Credit Application, BHF will invoice the Customer on a calendar monthly basis for the sale of all Goods and Services for the calendar month. All Fees so invoiced must be paid by the Customer within 30 days of the date of the invoice.

6.2 Where BHF does not supply the Goods to the Customer under a Customer Credit Application, or terminates any Customer Credit Application then in force, the Customer agrees to pay BHF the Fees by the due date and method specified in any invoice (or within 14 days of the date of any invoice if no due date is specified), or in accordance with any payment terms otherwise agreed in an Order. Where up-front payment is required by BHF, BHF may (in its sole discretion) elect not to commence production of or provide the Goods or Services until payment in full is received and will not be liable for any resulting delay or loss or damage to any person.

6.3 BHF may incur expenses that are directly attributable to providing the Services (including without limitation travel, accommodation, equipment or other administrative expenses) (**Expenses**). If the Fees are agreed in the Order to exclude Expenses, the Client agrees to pay all properly incurred Expenses, provided that individual Expense items over \$500 are approved by the Client prior to being incurred.

6.4 The Customer agrees to provide BHF with all necessary information to enable the issuing of an invoice and/or taking of payment, and to inform BHF promptly of any change to that information.

6.5 BHF may increase the Fees or alter or terminate a Customer's credit limit from time to time on notice to the Customer (**Fee Notice**). The Fee Notice will apply to future Orders provided by the Customer. BHF may specify that a Fee Notice applies to an existing Order, however where this occurs, the Customer will have 30 days from the date of any Fee Notice to provide BHF with written notice terminating the affected Order. A failure by the Customer to terminate an Order in accordance with the foregoing will be deemed as acceptance of the increased Fees or altered credit facility.

6.6 The Customer agrees that all Fees not paid in full on the due date are debts due and payable immediately. The Customer agrees to pay all of BHF's costs of recovering such debts on a full indemnity basis (which may include debt collection or legal fees). BHF reserves the right to charge, and the Customer agrees to pay, interest on any overdue debt owed by the Customer under this Agreement, at a rate of 2% above the Commonwealth Bank of Australia's commercial lending rate at the time of charging.

7. GST

7.1 Except where this Agreement states otherwise, each amount payable by a party under this Agreement in respect of a taxable supply by the other party is expressed as a GST

exclusive amount and the recipient of the supply must, in addition to that amount, and at the same time, pay to the supplier the GST payable in respect of the supply.

7.2 A party's obligation to pay an amount under this clause 7 is subject to a valid tax invoice being delivered by the other party.

7.3 Terms used in this clause 7 have the same meaning as under *A New Tax System (Goods and Goods Tax) Act 1999* (Cth).

8. INTELLECTUAL PROPERTY

8.1 Subject to clause 8.2, the Customer agrees that as between the parties, BHF shall remain the owner at all times of all Intellectual Property Rights which subsist in the Goods, Services and Works. The Customer shall make no claim on such Intellectual Property Rights. Subject to any express licence terms to the contrary specified in an Order or as part of any Special Conditions, BHF grants the Customer a royalty free licence to use the Intellectual Property Rights in the Goods, Services and Works in Australia, solely for the purposes of using the same in the Customer's business.

8.2 As between the parties, each party shall retain all Intellectual Property Rights in their Background IP and nothing in this Agreement shall effect an assignment of such Intellectual Property Rights to the other party.

9. TITLE AND RISK

9.1 Risk in the Goods will pass to the Customer on delivery unless otherwise agreed in writing between the parties.

9.2 Title in the Goods will remain with BHF and pass to the Customer only on payment of the Fees, as well as all other amounts owing to BHF by the Customer (under this Agreement or otherwise), in full. The Customer shall hold the Goods (including where they have been converted or changed by any process) as bailee and agent for BHF only before payment of the Fees in full.

9.3 Until title to the Goods passes to the Customer under clause 9.2, the Customer must store the Goods separately and in such a manner that they are clearly identified as the property of BHF, and ensure that the Goods are properly stored, protected, readily identifiable and insured.

9.4 In addition to any rights BHF may have under Chapter 4 of the PPSA, BHF is entitled at any time until title in and to the Goods passes to the Customer, to demand the return of the Goods and shall be entitled without notice to the Customer and without liability to the Customer to enter, or cause BHF's agent to enter, any premises occupied by the Customer (or any other premises where the Customer is holding the Goods) in order to search for and remove the Goods.

9.5 For the purpose of clause 9.4 above, the Customer irrevocably grants a license to BHF to enter such premises (including via an agent), and indemnifies BHF from and against all loss, cost, damage, or claim suffered or incurred by BHF as a result of exercising its rights under this clause 9.

10. PPSA

10.1 The Customer acknowledges and agrees that this Agreement is an accepted and adopted security agreement between the parties. Unless otherwise stated, a term contained in clauses 9 and 10 of this Agreement that is

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- defined in the PPSA (but not otherwise defined in this Agreement) has the meaning given to it in the PPSA.
- 10.2 The Customer acknowledges and agrees that this Agreement creates and that BHF has a security interest for the purposes of the PPSA: (a) in all Goods and any proceeds from sale of such Goods, previously supplied by BHF to the Customer; and (b) in all Goods and any proceeds that will be supplied in the future by BHF to the Customer.
- 10.3 The Customer acknowledges and agrees that this security interest is registrable in the personal property securities register and this security interest secures all moneys owing by the Customer to BHF under this Agreement or otherwise.
- 10.4 The Customer grants to BHF where and when applicable, a purchase money security interest (PMSI) to the extent that it secures payment of the amounts owing in relation to the relevant Goods in accordance with, and to the extent prescribed by, section 14 of the PPSA.
- 10.5 The Customer acknowledges and agrees the security interest is a continuing and subsisting interest in the Goods with priority over any registered or unregistered general (or other) security interest and any unsecured creditor.
- 10.6 The Customer acknowledges that the security interest over the Goods or their proceeds arising under this clause 10 is a PMSI under the PPSA to the extent that it secures payment of the amounts owing in relation to the Goods.
- 10.7 The Customer will do everything reasonably required of it by BHF to enable BHF to register its security interest with the priority BHF requires and to maintain those registrations including signing any documents and/or providing any information which BHF may reasonably require to register a financing statement or a financing change statement in relation to a security interest; or correcting a defect in a statement referred to by the forgoing.
- 10.8 The security interests arising under this Agreement will be perfected by BHF prior to or when the Customer obtains possession of the Goods and the parties confirm they have not agreed that any security interest arising under this Agreement attaches at any later time.
- 10.9 BHF does not need to give the Customer any notice under the PPSA (including notice of the financing statement or verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.
- 10.10 If Chapter 4 of the PPSA would otherwise apply to the enforcement of the security interests created under this Agreement, the Customer agrees that sections 95, 96, 120, 121(4), 123, 125, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA will not apply to the enforcement of the security interest(s).
- 10.11 The Customer agrees not to disclose to an 'Interested person' (as defined in section 275(9) of the PPSA) or any other person, any Information of the kind described in section 275(1) of the PPSA including the security agreement between BHF and the Customer.
- 10.12 The Customer agrees to keep and maintain all Goods free of any charge, lien, or security interest except as created under this Agreement and not otherwise to deal with the Goods in a way that will, or may, prejudice the rights of BHF under this Agreement or the PPSA.
- 10.13 The Customer must notify BHF immediately in writing if the Customer changes its name and address for service, contact details or if there are any changes to data required to register a financing statement under the PPSA in respect of this Agreement.
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- ## 11. TERM & TERMINATION
- 11.1 This Agreement will commence on the Commencement Date and continue in effect unless terminated in accordance with this clause 11. An Order will commence on the earlier of (a) the date the Order is accepted (as described in clause 2.3) or; (b) the start date specified in that Order, and continue in effect for the whole of the Term of that Order, unless terminated earlier in accordance with this clause 11.
- 11.2 Any right of termination provided in a Special Condition applies in addition to this clause 11 and does not have the effect of replacing any right specified in this clause 11, unless expressly stated and agreed between the parties.
- 11.3 Either party may terminate this Agreement and/or any one or more Orders immediately upon written notice to the other party (the **Relevant Party**) if the Relevant Party breaches a material term of this Agreement which is incapable of being remedied or, if the breach is capable of being remedied, the Relevant Party fails to remedy the breach within 7 days after being required in writing to do so.
- 11.4 BHF may terminate this Agreement, or suspend the supply of the Goods and Services under this Agreement, and/or any one or more Orders immediately upon written notice to the Customer, if the Customer:
- fails to pay any Fees, or other amounts on or by the due date for payment and otherwise in accordance with this Agreement;
 - ceases or fails to provide within a reasonable time any information or assistance reasonably necessary for BHF to provide any part of the Goods and Services;
 - in BHF's opinion, is or is reasonably likely to be subject to a Default Event; or
 - acts fraudulently or dishonestly or otherwise in breach of any relevant law.
- 11.5 Either party may terminate this Agreement on 30 days' written notice if no Order has been in force for a period of at least 30 days prior to the date of the notice.
- 11.6 For the avoidance of doubt, termination of this Agreement under clauses 11.3 or 11.4 will result in the termination of any Order in force at the date of termination, but termination of an Order alone will not affect the operation of this Agreement in respect of any other then current or future Order.
- 11.7 If the supply of the Goods or Services is suspended in whole or in part under clause 11.4, BHF may, at its sole election:
- end that suspension if and when the relevant breach is cured and BHF has the resources available to re-commence supply of the Goods and Services;
 - continue the suspension until such time as BHF has the resources available to again supply the Goods and Services; or
 - provide notice of termination at any time if the issue constituting grounds for suspension under clause 11.4 has not been remedied,
- and the Customer agrees that BHF will not incur any liability in respect of the failure to supply the Goods and Services during any period in which those Goods and Services are suspended.

11.8 If this Agreement or an Order is terminated by either party, BHF will cease providing the relevant Goods and Services and the Customer must immediately pay BHF all Fees due or incurred up to the date of termination in connection with those Goods and Services, including the unpaid balance of any credit account maintained by BHF for the Customer under the Customer Credit Application.

12. LIABILITY & INDEMNITY

12.1 Except as expressly set-out in this Agreement, to the maximum extent permitted by law, BHF provides the Goods and Services on an "as is" basis and excludes any and all conditions, warranties, representations, implied terms and/or liability for any loss howsoever caused (including by negligence) arising in connection with the Goods and Services or this Agreement

12.2 In respect of any liability of BHF which cannot be excluded in accordance with clause 12.1, BHF limits its liability to the Customer as follows:

- (a) under any applicable consumer guarantees in the Australian Consumer Law in relation to the supply of the Goods or Services to either, at BHF's sole discretion: (i) replacing the Goods or part thereof; or (ii) supplying equivalent goods; or (iii) repairing the Goods or part thereof; (iv) paying the cost of replacing or repairing the Goods; or (v) re-performing Services or part thereof; and
- (b) for breach of agreement, negligence, breach of statutory duty or any other cause of action other than a breach of an applicable consumer guarantee (regardless of how that liability is caused), arising under this Agreement or related to any Goods or Services, in aggregate to the total Fees paid by the Customer for the relevant Goods or Services.

12.3 Neither party will be liable for any consequential, collateral, special, incidental, indirect, exemplary or punitive damages, including, without limitation, loss of profits or revenue, loss of opportunity or loss or destruction of data, costs of cover, costs of delay, however caused and based on any theory of liability, for any claims or causes of action arising out of or related to this Agreement or the Goods or Services.

12.4 BHF provides the following notice to the extent required by the Australian Consumer Law:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- *to cancel your service contract with us; and*
- *to a refund for the unused portion, or to compensation for its reduced value.*

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods

and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

13. GENERAL

13.1 **No employment:** Nothing contained in this Agreement constitutes the relationship of joint venture, partnership, or employment between the parties and it is the parties' express intention to deny such relationships.

13.2 **Assignment:** BHF may by written notice to the Customer assign, transfer, subcontract or otherwise dispose of, in whole or in part, its rights under this Agreement. The Customer must not assign or novate this Agreement without BHF's prior written consent, such consent not to be unreasonably withheld.

13.3 **Variation:** This Agreement may only be amended or modified by a document in writing signed by the parties.

13.4 **Notices:** Any notice or demand to be given or made under this Agreement must be in writing signed by a party's authorised representative. A notice will be deemed to be received (a) in the case of a notice given by hand, on delivery; (b) in the case of a notice sent by pre-paid post, 3 business days following the date of postage; (c) in the case of a notice sent by facsimile, on the date the notice was sent provided that the sending facsimile machine confirms by a printed report that the facsimile was successfully sent; and (d) in the case of a notice sent by email, at the time the email is sent provided the sender receives no notification that the email failed to send or be received by the recipient.

13.5 **Entire agreement:** This Agreement, each Order and the Customer Credit Application contain the entire agreement concluded between the parties, and those documents supersede any and all prior agreements, representations, or understandings between the parties, whether written or oral, in respect of the same subject matter. To the extent that any inconsistency arises between these Terms and Conditions (including any annexure), Special Conditions, Order and a Customer Credit Application, then those documents will be read in the following order of priority: (a) the Special Conditions; (b) the most recent Order; (c) these Terms and Conditions; and (d) the Customer Credit Application.

13.6 **Survival:** Clauses 4.2, 4.3, 4.4, 5, 8, 9, 10, 12 and 13 will continue in force notwithstanding the termination or expiration of an Order or this Agreement in its entirety for any reason.

13.7 **Severance:** if any term (or part thereof) of this Agreement is void or unenforceable, then that term (or relevant part) will be severed from this Agreement without affecting the enforceability of the remainder of this Agreement.

13.8 **Governing law:** This Agreement is governed by and must be construed in accordance with the laws of Victoria, Australia, and the parties irrevocably consent to the jurisdiction of the courts there and their courts of appeal.