



HYDI TERMS & CONDITIONS FOR SUPPLY OF PRODUCTS

These terms and conditions (Terms & Conditions) apply to any supply of Products by the OEM, Distributor or Reseller to the Buyer. Unless the OEM varies these Terms & Conditions in writing to the Buyer, these Terms & Conditions apply to every contract for the supply of the Products made between the Seller and the Buyer and any terms and conditions contained in any order, offer, acceptance or other document and all representations, statements, terms, conditions, guarantees and warranties (whether implied by statute or otherwise) not embodied in these Terms & Conditions are expressly excluded to the fullest extent permitted by law.

The Parties agree to be bound by these Terms & Conditions.

1. Definitions

- a) "ACCUs" means Australian Carbon Credit Units, being units issued to a person by the Regulator by making an entry for the unit in an account kept by the person in the Registry or other similar program introduced by the Government.
- b) "Buyer" means any customer, end user or other entity which purchases or orders Products from the Seller.
- c) "Commencement Date" means the date on which the Buyer purchases the Product from the Seller or such other date as agreed between them.
- d) "Contract" means a contract between the Seller and the Buyer for the sale of Products.
- e) "Customer" means the end user of the Products and, where the Buyer is the end user, includes the Buyer.
- f) "Distributor" means any entity authorised by HYDI Limited to sell Products on behalf of HYDI Limited.
- g) "Material degradation" means a reduction in performance exceeding 10%.
- h) "OEM" means HYDI Limited (ABN 45 619 219 000), trading as HYDI Hydrogen.
- i) "Parties" means the parties to these Terms & Conditions and "Party" means one of them.
- j) "PPSA" means the Personal Property Securities Act 2009.
- k) "Products" means all Products or Goods and Services delivered by the Seller to the Buyer or to be delivered by the Seller to the Buyer, including HY1500, HY2500, HY3500, HY4000, HY6000, HY9000 or Auto Refill Tanks, and includes any other product manufactured by the OEM.
- l) "Registry" means the Australian National Registry of Emissions Units.
- m) "Regulator" means the Clean Energy Regulator.
- n) "Reseller" means any entity authorised by an authorised Distributor to on-sell Products on behalf of the Distributor.
- o) "Scheme" means the Australian Carbon Credit Units Scheme or other similar scheme introduced by the Government.
- p) "Seller" means the OEM, a Distributor selling HYDI Products on behalf of the OEM, or a Re-Seller selling HYDI Products on behalf of a Distributor.
- q) "Services" means services supplied in connection with the Products.
- r) "Terms & Conditions" means these terms and conditions for the supply of the Products by the Seller to the Buyer, as amended or varied in writing by the Seller.

2. Interpretation

In these Terms and Conditions:

- a) words denoting the singular number include the plural and vice versa;
- b) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meaning;
- c) references to clauses are to clauses of these Terms & Conditions;
- d) a reference to these Terms & Conditions is a reference to these Terms & Conditions and as amended, varied, supplemented or replaced from time to time;

- e) reference to any legislation or to any provision of any legislation include any modification or re-enactment of that legislation or legislative provision or any legislation or legislative provision submitted for, and all regulations and instruments issued under, such legislation or provision; and
- f) specifying anything in these Terms & Conditions after the words 'including' or 'includes' or similar expressions does not limit what else is included unless there is express wording to the contrary.

3. Application of Terms & Conditions

These Terms & Conditions apply to all orders placed by the Buyer with the Seller unless otherwise agreed in writing by the Seller.

Any order made by the Buyer is not binding on the Seller until written order acceptance. A Contract will be formed upon the written acceptance by the Seller of a purchase order for the Products by the Buyer. The Buyer acknowledges that it will be bound by these Terms & Conditions which will form part of the Contract when placing a purchase order. The Contract may only be varied with the Seller's prior written consent. To the extent any conflict exists between these Terms & Conditions and any other documentation or correspondence forming part of the Contract, these Terms & Conditions are paramount and prevail.

No terms stated by the Buyer in making an order will be binding upon the Seller unless accepted in writing by the Seller.

These Terms & Conditions supersede all terms and conditions of sale previously issued by the Seller.

4. Data Required for Quotation

The Seller requires certain information prior to identifying the most appropriate HYDI unit which will maximise performance for the Buyer (eg engine type and size, application and environmental conditions). A Sales Information form will need to be completed by the Seller accordingly and forwarded to the OEM for manufacture. The Seller will then forward a quotation, and the Buyer may accept the quotation by placing a purchase order.

Each product is manufactured to meet the specifications of the Buyer's engine. The estimated timeframe for manufacture and dispatch of Product is within six weeks of the order being placed. Delays do not give rise to compensation.

5. Seller May Decline Order

The Seller reserves the right, in its sole discretion, to decline any order or part thereof. Any order or part thereof not accepted is deemed cancelled. The Seller requires that any order of Products be in writing, commonly referred to as a purchase order.

6. Cancellation of Orders

An order accepted by the Seller cannot be cancelled without the Seller's prior written consent (in its sole discretion). No application for cancellation or delay in delivery will be considered unless made by the Buyer in writing to the Seller. The Seller will consider any such application on reasonable grounds, in its sole discretion.

7. Price

Unless otherwise agreed in writing by the parties, prices are as advised from time to time by the Seller, plus any GST payable by the Seller, and are subject to variation by the Seller without notice. If, between the date of acceptance of an order and issue of an invoice, there is an increase in the cost to the Seller of supplying the Products which is beyond the control of the Seller, then the Seller may increase the amount of the invoice in line with the increase in cost. Any increase will reflect actual increases in the Seller's costs. If the Seller exercises its rights under this Clause and the Buyer does not agree with the price increase, it may cancel the order with no penalty, and any amount paid to the Seller prior to the date of cancellation is to be reimbursed to the Buyer as soon as reasonably practicable after notification of the cancellation.

Unless the Seller expressly advises in writing, the price for any Products does not include the costs of delivery of the Products and all costs, charges or expenses incurred by the Seller in relation to delivery are payable by the Buyer. Any GST payable by the Seller in respect of the supply of the Products will be paid by the Buyer to the Seller. The Buyer must supply the Seller with its ABN prior to, or at the time of, placing an order with the Seller.

8. Payment

The Seller will invoice the Buyer in accordance with the sales proposal or quotation accepted by the Buyer providing an order (eg acceptance or purchase order). This may include a schedule of payments, including a deposit prior to the provision of the Products or services and a final invoice prior to delivery of the Products or completion of the services.

Unless otherwise agreed in writing by the Seller, payment by the Buyer to the Seller will be made in accordance with the time frame stated on the invoice issued. Time for payment is of the essence of the Contract. Where payments are overdue, the Seller may, in addition to any other rights it may have, in its sole discretion, either cancel orders under Clause 17 or suspend delivery of outstanding Products under Clause 10.

9. Payment Default

If the Buyer defaults in payment or breaches these Terms & Conditions then it will be liable for all costs incurred by the Seller and will indemnify the Seller against any loss, liability, charge, expense, outgoing or payment which the Seller suffers, incurs or is liable for in respect of the recovery of monies owing by the Buyer to the Seller.

10. Delivery

The Seller will deliver Products purchased by the Buyer to the Buyer's nominated warehouse or location within the capital city in which the Buyer predominantly carries on business, or to such other place as the Buyer specifies and the Seller agrees. The Seller reserves the right to make deliveries of multiple orders by instalments in which case each instalment will be deemed to be the subject of a separate contract governed by these Terms & Conditions for which the Buyer must separately pay. Subject to Clause 15, the Seller will not be liable in any way for any failure or delay in delivery or for any loss or damage resulting directly or indirectly from any failure or delay in delivery of the Products irrespective of whether such failure or delay is within the Seller's control or otherwise. The Buyer may nominate its own freight insurance provider.

The Seller will use reasonable endeavours to meet delivery estimates.

If, due to any act, matter or thing beyond the control of the Seller, the address for delivery is unattended, delivery cannot otherwise be affected or the Products cannot be dispatched, the Seller, in its sole discretion, may store the Products at the Buyer's risk and expense or take such other steps as it considers appropriate.

If the Seller delivers the Products, then, unless otherwise agreed in writing by the Seller, the Products must be unloaded by the Buyer immediately on arrival at the specified destination.

The Seller reserves the right to withhold deliveries if:

- a) the Seller, in its sole discretion, considers that the financial condition of the Buyer so warrants and that such action is advisable to protect the Seller's interests; or
- b) the terms of payment for any Products are not strictly adhered to by the Buyer.

11. Acceptance

To the fullest extent permitted by law, the Buyer has five (5) business days from the delivery of Products to accept or reject the Products in writing and if the Buyer fails to notify the Seller within that period, the Buyer is deemed to have accepted such Products.

12. Return of Products

To the fullest extent permitted by law, no Products will be returned unless:

- a) prior authorisation has been given by the Seller;
- b) the correct Seller's invoice number is quoted on the Buyer's return docket;
- c) the returns are made within five (5) business days after delivery; and
- d) the reason for return is clearly stated on the Buyer's return docket.

The Buyer and Seller acknowledge that the Buyer holds the Products as from the date of delivery as bailee and agent for the Seller for the purpose of sale of the Products in the ordinary course of the Buyer's business. The Buyer will not be entitled to return the Products to the Seller except as stated above or with the written consent of the Seller, at the discretion of the Seller. All Products returned will be subject to a handling charge of 15% of the invoice price of the Products and the Buyer will pay all return freight costs. Without limiting the generality of the foregoing, the Seller and the Buyer agree that, to the fullest extent permitted by law, the Buyer will not be entitled in any circumstances to return Products which the Seller has acquired specifically for and at the request of the Buyer.

13. Risk

Risk in the Products passes to the Buyer when the Products are loaded onto the first transport carrier and from that time the Buyer assumes all risk of loss and damage to the Products, including without limitation all loss or damage in the course of unloading the Products following delivery.

14. Title to Products

Notwithstanding any other provisions in these Terms & Conditions and notwithstanding that the Buyer has possession of the Products, title to any and all Products supplied by the Seller will remain with the Seller and no legal or equitable interest or property in the Products whatsoever will pass to the Buyer until the Buyer has paid the full invoice price for all Products supplied by the Seller under all invoices.

Until title passes, the Buyer must:

- a) refrain from encumbering the Products;

- b) store, mark and keep appropriate records for the Products so that they can at all times be identified and distinguished as the property of the Seller and, in particular, must refrain from mixing the Products with any Products owned by the Buyer or any other person;
- c) allow the Seller full and free access to the Buyer's premises where the Products are located to retake possession of such Products if the Buyer is in any way in breach of these Terms & Conditions.

The Buyer indemnifies the Seller against any claim, action, damage, loss, liability, cost, expense or payment which the Seller suffers, incurs or is liable for in respect of the Seller's exercise of its rights under this Clause.

15. **Warranty and Liability**

- a) The OEM provides a warranty covering all Products sold by an approved Seller. The Warranty Period is for twelve (12) months from installation of the HYDI unit. Throughout the Warranty Period, the OEM undertakes to replace, at no extra cost, all Products which the Buyer has identified as a warranty product fault, as well as to repair any operational malfunction detected and declared by the Buyer. For the avoidance of doubt, this warranty only applies to Products that have been installed within a reasonable time after delivery and have not been subject to improper storage conditions.
- b) For the avoidance of doubt, the Warranty Period shall not be extended or delayed due to the Buyer holding, storing, or otherwise failing to install the HYDI unit after delivery. The warranty does not apply to any Product that has been kept in storage by the Buyer prior to installation, nor to any defects, deterioration, or damage arising from improper, prolonged, or unsuitable storage conditions. Risk in the Products transfers to the Buyer upon delivery, and the Buyer assumes all responsibility for the condition of the Products while in storage.
- c) In all cases, the OEM reserves the right to verify by any means or method any fault detected by the Buyer, without hindrance from the Buyer to the people assigned by the OEM to carry out such verification. This warranty shall not apply to any faults or damage to the Products incurred by negligence or misuse on the part of the Buyer, including:
 - not installing the HYDI unit in accordance with the fitting instructions provided by the OEM;
 - not operating and maintaining the HYDI unit in accordance with the Operation and Maintenance Manual provided by the OEM;
 - opening the HYDI unit; and
 - failing to refill the HYDI unit with distilled water.
- d) If a warranty claim requires on-site inspection, assessment, or repair, the Buyer shall bear all reasonable costs associated with travel and accommodation for the Seller's representatives or technicians. These costs must be paid in full prior to any site visit unless otherwise agreed in writing. The Seller shall determine the necessity of an on-site inspection at its sole discretion.
- e) If during the Warranty Period, the Buyer identifies a defect in the Products, the Buyer must notify the Seller by issuing a Defects Notice. Upon receipt of a Defects Notice, the Seller will in its absolute discretion, either:
 - replace the Products; or
 - repair the Products,
 at no cost to the Buyer. The Buyer acknowledges that the rights under this clause are its sole remedy for any defects in the Products.
- f) The Buyer expressly agrees that use of the Products is at the Buyer's risk. To the full extent allowed by law, the Seller's liability for breach of any term implied into these terms of trade by any law is excluded.
- g) All information, specifications and samples provided by the Seller in relation to the Products or Services are approximations only and, subject to any guarantees under the Australian Consumer Law (ACL), small deviations or slight variations from them which do not substantially affect the Buyer's use of the Products or Services will not entitle the Buyer to reject the Products upon delivery, or to make any claim in respect of them.
- h) Except as otherwise expressly set out in clause 15(a) to 15 (d) above, the Seller gives no warranty in relation to the Products and/or Services provided or supplied. Under no circumstances is the Seller or any of its suppliers liable or responsible in any way to the Buyer or any other person for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues) as a result, direct or indirect of any defect, deficiency or discrepancy in the Products or Services. This includes their form, content and timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for and in relation to any of the following:
 - any Products or Services supplied to the Buyer;
 - any delay in supply of the Products or Services; or
 - any failure to supply the Products or Services.
- i) Any advice, recommendation, information, assistance or service given by the Seller in relation to Products or

Services or both, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty or accuracy, appropriateness or reliability. The Seller does not accept any liability or responsibility for any Loss suffered as a result of the Buyer's reliance on such advice, recommendation, information, assistance or service.

- j) To the fullest extent permissible at law, the Seller is not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide Products or Services, or otherwise arising out of the provision of Products or the Services, whether based on terms of trade, negligence, strict liability or otherwise, even if the Seller has been advised of the possibility of damages.
- k) The Buyer acknowledges that the Products or Services are not for personal, domestic or household purposes.
- l) The ACL may give to the Buyer certain guarantees, which cannot be restricted, limited or varied.
- m) Nothing in these Terms & Conditions excludes, restricts or modifies any consumer guarantee, right or remedy conferred on the Buyer by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified by agreement.

16. **Indemnity**

The Buyer indemnifies the OEM, its Distributors, officers, employees and agents, and agrees to keep the OEM, its Distributors, officers, employees and agents indemnified in respect of any non-compliance by the Buyer with its obligations under these Terms and Conditions, or negligent acts.

17. **Termination by the Seller**

Without prejudice to any of its other rights, powers or remedies, the Seller may cancel any order for the delivery of Products and terminate any contract governed by these Terms & Conditions if:

- a) the terms of payment for any Products delivered to the Buyer by the Seller have not been strictly adhered to by the Buyer;
- b) the Buyer defaults under any of its obligations under these Terms & Conditions; or
- c) the Buyer becomes insolvent, commits an act of bankruptcy or, being a company, a liquidator, provisional liquidator, receiver, receiver and manager, administrator or official manager is appointed in respect of the Buyer, a mortgagee goes into possession of the Buyer's assets or business, an application is made to appoint a liquidator or to have the company wound up, the Buyer is made subject to the supervision of a court or enters into a scheme of arrangement with its creditors or if anything analogous occurs in respect of the Buyer, in which case, the Seller will be released from all liability under the Contract.

The Seller will be entitled to payment for all Products delivered up to the effective date of termination. Termination of a Contract is without prejudice to the rights of the Seller accruing up to the date of termination.

18. **Product Updates**

Right to Update

- a) The OEM reserves the right, at its sole discretion and without incurring any liability, to modify, enhance, or update the Product's software remotely. Such updates may include, but are not limited to, improvements in functionality, performance, security, or compliance with applicable laws and regulations.
- b) The Buyer agrees to accept and implement any mandatory updates necessary for the continued safe operation, security, compliance, or performance of the Products, provided such updates do not materially degrade the overall functionality of the Products.

Acceptance of Updates

- a) The Buyer acknowledges and agrees that the receipt and use of updated Products may be subject to additional terms and conditions, which will be communicated at the time of delivery.

No Obligation to Provide Updates

- a) The OEM is not obligated to provide updates to the Products.
- b) The Buyer acknowledges that failure to implement recommended updates may affect the performance, compliance, or functionality of the Products.

19. **Intellectual Property**

The supply of Products to the Buyer does not constitute a transfer of any intellectual property rights in the Products or any part thereof. The Buyer must not do anything inconsistent with or infringement of such intellectual property rights. The Seller does not warrant that the supply by it and the use by the Buyer of the Products does not and will not infringe the intellectual property rights of any third party.

20. Copyright and Trademark Ownership

- a) The Buyer acknowledges that:
 - it owns no copyright or other intellectual property rights in the Products and obtains no such rights by virtue of these Terms and Conditions;
 - the OEM is the owner of all copyright and other intellectual property rights subsisting in the Products and any developments of or enhancements or improvements to the copyright and other intellectual property rights subsisting in the Products by the OEM after the Commencement Date;
 - apart from any use permitted under the *Copyright Act 1968* (Cth), no part of the materials provided to the Buyers may be copied, modified, transmitted or distributed by any means without the consent of the OEM.
- b) The Buyer must not breach the OEM's intellectual property rights by, including but not limited to:
 - altering or modifying any of the Products;
 - creating derivative works from any of the Products;
 - reverse engineering or decompiling the Products; or
 - using any of the Products for commercial purposes such as on-sale to third parties.

21. Seller's Obligations

Notwithstanding any other provision of these Terms & Conditions, if the Buyer breaches a term of a Contract, the Seller is not bound to perform its obligations under that Contract until the breach is remedied by the Buyer.

22. Third Party Sale

- a) The Buyer must not sell, transfer, assign, or otherwise dispose of any of the Products to any third party (On-Sale) unless the third party (Subsequent Buyer) has first agreed in writing to be bound by these Terms & Conditions as if they were the original Buyer.
- b) The Buyer must ensure that any contract or arrangement for the On-Sale of the Products includes a binding obligation on the Subsequent Buyer to comply with these Terms & Conditions in full.
- c) The Buyer shall notify the OEM prior to any resale and upon resale shall:
 - provide the OEM with a copy of the agreement entered into with the Subsequent Buyer upon request; and
 - notify the OEM in writing of any On-Sale within twenty-one (21) days of completion.
- d) Any failure by the Buyer to ensure the assignment of these Terms & Conditions in accordance with this Clause shall constitute a material breach of these Terms and Conditions.

23. Title of ACCUs

ACCUs result from the OEM's technology and methodology. Unless the Buyer is bound to pursue the Australian Government's Safeguard Mechanism (for those organisations emitting more than 100,000 tonnes CO₂-e annually) to reduce their emissions in line with Australia's emissions reduction targets, and unless otherwise agreed by the OEM in writing:

- a) Notwithstanding anything else in these Terms and Conditions, the Buyer acknowledges and agrees that:
 - the OEM shall retain full legal and beneficial title to, and all rights, entitlements and benefits arising from, any ACCUs generated, earned or otherwise derived in connection with the use, installation or operation of the Products purchased by the Buyer;
 - the OEM shall retain all income streams derived from the ACCUs or any associated program, whether that be in Australia or globally;
 - the OEM is the sole and exclusive owner of all ACCUs and any associated environmental attributes derived from the Products;
 - the use and ownership of the Products by the Buyer does not confer any ownership, interest, or entitlement in or to any ACCUs; and
 - the Buyer shall not take any steps or make any claim inconsistent with the OEM's ownership of the ACCUs.
- b) The OEM shall establish and maintain the necessary registration and administrative infrastructure to facilitate the aggregation of multiple users to enable collective participation in the Scheme or any similar government-initiated carbon offset programs.
- c) For the avoidance of doubt, the OEM may, at its sole discretion, register, transfer, sell or otherwise deal with the ACCUs without the consent of the Buyer.

- d) If any law, regulation, policy, methodology or government decision relating to ACCUs or environmental attributes changes, is introduced, withdrawn or replaced (*Regulatory Change*), the OEM may, at its sole discretion and without liability to the Buyer, modify, suspend or cease any ACCU-related activity.
- e) A Regulatory Change does not:
 - give the Buyer any right to compensation, refund, termination or claim against the OEM; or
 - alter the OEM's exclusive ownership of all ACCUs and environmental attributes.
- e) Following a Regulatory Change, the Buyer must provide any data, access or cooperation reasonably required by the OEM to meet updated legal or reporting requirements.
- f) This clause survives termination or expiry of these Terms & Conditions.

24. **Data Collection and Reporting**

- a) The Buyer agrees to provide reasonable assistance, cooperation, and access to data necessary for the OEM to comply with monitoring, reporting and verification requirements under the Scheme or other applicable climate or environmental regulations.
- b) Without limitation, the Buyer shall:
 - permit the OEM (or its nominated representatives) to collect or access operational and performance data from the Products;
 - promptly provide relevant usage, maintenance, and location data in the form and frequency reasonably required by the OEM;
 - assist with periodic audits or inspections related to the Scheme as required by law or regulatory authorities;
 - not interfere with or restrict the collection or reporting of such data unless required by law.
- c) The Buyer consents to the collection, use, and disclosure of such data for the purposes of generating and verifying ACCUs and acknowledges that such data may be shared with third-parties or government agencies to the extent required by applicable law or regulation.
- d) The OEM will handle any personal information collected under this clause 24 in accordance with its privacy policy and applicable privacy laws, including the Privacy Act 1988 (Cth).

25. **PPSA**

- a) Unless the context requires otherwise, terms and expressions used in this Clause have the meanings given to them in, or by virtue of, the Personal Property Securities Act 2009 (Cth) (PPSA).
- b) The Buyer grants the Seller a security interest in all Products to which Seller retains title under these Conditions.
- c) The Buyer must:
 - promptly sign any documents and provide all information reasonably required by the Seller to register a financing statement or financing change statement on the Personal Property Securities Register or that the Seller may require in connection with such registrations;
 - notify the Seller in writing of any proposed change to its name or address at least seven (7) days before the change takes effect;
 - indemnify, and upon demand, reimburse the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register, releasing any products from a security interest perfected by such registration or any other action taken by the Seller to comply with the PPSA (including complying with a demand given under Section 178 of the PPSA) or to protect its position under the PPSA;
 - not register a financing change statement in respect of a security interest without the prior written consent of the Seller; and
 - immediately notify the Seller of any material change in its business practices of selling the Products which would result in a change in the nature of proceeds derived from such sales.
- d) Any time the Buyer makes a payment to the Seller, irrespective of whether the payment is made under or in connection with a particular supply of products, the Seller may apply that payment in any manner and order it sees fit.
- e) Sections 96 and 125 of the PPSA do not apply to the security agreement created by these Terms & Conditions.
- f) The Buyer waives its rights to receive a verification statement in accordance with section 157 of the PPSA.
- g) The Buyer:
 - waives its rights to receive notices under Sections 95, 118, 121(4), 130, 132(3)(d), 132(4), and 135 of the PPSA and its rights as a grantor and a debtor under sections 142 and 143 of the PPSA; and

- agrees that where the Seller has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply and, in particular, will not be limited by section 123 of the PPSA.

26. Force Majeure

If any party is delayed or prevented from the performance of any act required under these Terms & Conditions by reason of any act of God, act of nature, including any epidemic or outbreak of pandemic disease, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw material, energy or other supplies, labour disputes of whatever nature or whatever reason beyond the control of the party (a Force Majeure Event), the affected party shall promptly notify the other party in writing, giving details of the Force Majeure Event, the acts affected by the Force Majeure Event and the extent to which they are affected, and performance of such acts shall be excused for the period of such event.

27. Amendment

These Terms & Conditions may not be amended except in writing duly executed by the OEM.

28. Survival of Agreement

The provisions of these Terms & Conditions which are capable of having effect after the expiration or termination of these Terms & Conditions shall remain in full force and effect following the expiration or termination of these Terms & Conditions to enable the OEM to continue benefiting from and complying with ACCU related requirements.

29. General Provisions

- a) By placing an order for Product(s) with the OEM, Distributor or Reseller, the Buyer acknowledges that it has read and agrees to be bound by these Terms & Conditions.
- b) These Terms & Conditions constitute the entire agreement between the Parties with respect to the provision of the Products and supersedes all previous agreements or understandings, representations, warranties and conditions not expressly stated herein. If any clause of these Terms & Conditions, or any part thereof, is or becomes or is declared illegal, invalid or unenforceable for any reason whatsoever in any jurisdiction and such clause or part is severable, it is deemed deleted from these Terms & Conditions in the relevant jurisdiction.
- c) The Terms & Conditions shall be governed by and interpreted in accordance with the laws in force in the State of South Australia. The Parties submit to the exclusive jurisdiction of the Courts of the State of South Australia.
- d) Unless otherwise specified, each Party will, at its own expense and when requested by the other Party, promptly do, sign and deliver everything reasonably required to give full effect to these Terms & Conditions and the transactions contemplated by these Terms & Conditions.
