



Standard Terms and Conditions of Sale

1. INTERPRETATION

This agreement shall be subject to the provisions of the Consumer and Competition Act 2010 and any statutory amendment or re-enactment thereof for the time being in force. Unless otherwise inconsistent with the context the word "person" shall include corporation, "The Company" shall mean Secure Edge Technologies Pty Ltd or Secure Edge Technologies trading as Traka Oceania and its agents, servants and employees, and any of its subsidiaries as defined in Corporation Act 2001 (if such subsidiary is named as the party making or accepting the order), "goods" shall include services, "Affiliate" shall mean a legal entity which either controls or is controlled by a party or is under common control with a party, where "control" means the power to direct or cause the direction of an entity's management and policies through ownership or control of at least 50% of its voting securities or ownership interest, and "Purchaser" shall mean and include the person to whom any quotation is made and shall include any person offering to contract with The Company on these terms and conditions. Words importing the singular number shall be deemed to include the plural and vice versa. Words importing the male gender shall be deemed to include the female and neuter gender and vice versa.

2. OFFER AND ACCEPTANCE

Any quotation made by The Company is not an offer to sell or to provide services and no order given in pursuance of any quotation shall bind The Company until accepted by it in writing or by the commencement of supply or the provision of services. Unless otherwise agreed in writing all orders are subject to acceptance by The Company within 30 days of receipt by The Company of the Purchaser's order and these terms and conditions shall be deemed to be incorporated in any agreement between The Company and the Purchaser. Any terms and conditions contained in any order offer acceptance or other document of the Purchaser and all representations statements terms conditions and warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law. Insofar as goods or services supplied by The Company are not of a kind ordinarily acquired for personal domestic or household use or consumption, and unless the Purchaser establishes that reliance on this provision would not be fair and reasonable, the Liability for breach of a condition or warranty implied into this contract by the Consumer and Competition Act 2010 (other than a condition implied by Section 69) is limited:

- (a) in the case of goods to any one of the following as determined by The Company:
 - (i) the replacement of the goods or the supply of equivalent goods; or
 - (ii) the repair of the goods; or
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired.
- (b) in the case of services to any one of the following as determined by The Company:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

3. DELIVERY

- (a) Any date quoted for delivery is an estimate only and unless a guarantee shall have been given by The Company in writing providing for liquidated damages for failure to deliver by the quoted date The Company shall not be liable to the Purchaser for any loss or damage howsoever arising even if arising out of the negligence of The Company for failure to deliver on or before the quoted date. The Purchaser shall accept and pay for goods if and when tendered notwithstanding any failure by The Company to deliver by the quoted date. Written advice to the Purchaser that goods are ready for delivery whether in whole or in part shall apply.
- (b) Subject to the provisions of Section 74 of the Consumer and Competition Act 2010 and to the warranties therein implied that

services will be rendered with due care and skill and that any materials supplied in connection with those services will be reasonably fit for the purpose for which they are supplied, The Company shall not be liable to any Purchaser or other party for any direct or indirect or consequential loss or damage whatsoever by reason of any delay in delivery whether the same is due to the negligence of The Company or any other party, strike or any other industrial action be it of The Company or other party, or any other cause whatsoever.

- (c) The Company reserves the right to deliver by instalments. If delivery is made by instalments the Purchaser shall not be entitled:
 - (i) to terminate or cancel the contract; or
 - (ii) to any loss or damage howsoever arising for failure by The Company to deliver any instalments on or before the quoted date.
- (d) It is agreed that The Company shall not be responsible for delay in manufacture or delivery caused by, or in any way incidental to an act of God, war, fires, breakages of machinery or strikes or arising out of any other unexpected or exceptional cause, or any cause beyond The Company's reasonable control.
- (e) Any quotation containing a provision to supply goods "ex stock" is subject to fulfilment of prior orders at the date of receipt of the Purchaser's order.
- (f) Unless otherwise provided in the Contract, delivery shall be to the Customer's premises.
- (g) Unless otherwise provided in the contract, the price of the Goods does not include the cost of off-loading the Goods, which shall be arranged by the Customer and performed at his sole expense and risk

4. CANCELLATION

Subject to the Consumer and Competition Act 2010 and without limiting the entitlement of a consumer to rescind a contract as provided in that Section, any order may only be cancelled, varied or suspended with the written consent of The Company and in the event of such cancellation, variation or suspension, which is capped at a total price including GST, where applicable, of the Purchaser's contract purchase order, the Purchaser undertakes to reimburse and indemnify The Company for any costs expenses or charges incurred by The Company in preparation for and in the execution of an order.

5. QUANTITIES

No claim for shortage of delivery or shortfall or excess in capacity or performance of less than ten per cent of that ordered will be made by the purchaser and in any event shall not exceed the invoiced unit price of the goods in respect of which the claim is made. This Condition 6 does not apply when the Purchaser is a Consumer for the purposes of the Consumer and Competition Act 2010.

6. MINIMUM CHARGE

The Company reserves the right to increase the amount charged on any invoice up to the minimum charge as agreed by The Company and the Customer at the date of the invoice.

7. WAIVER

Failure by either party to insist upon strict performance of any term or condition hereof shall not be deemed a waiver thereof or of any rights which either party may have and shall not, and nor shall any express waiver, be deemed to be a waiver of any subsequent breach of any term or condition.

8. LIMITATION OF LIABILITY

- (a) The Company's liability to the Customer in respect of the direct and or indirect consequences, including, but not being limited to death, injury, illness, disease, loss (whether financial or otherwise) or damage save those of death of or personal injury to human beings resulting from negligence or breach or non-performance of this contract,

howsoever caused or arising, or of negligence or of any misrepresentation or any other tort or breach of statute on the part of The Company or its agent, shall be limited to the price of the Goods the subject matter of the particular consignment.

- (b) It is the exclusive responsibility of the Customer to satisfy itself that the Goods are suitable for the particular purpose for which they require them notwithstanding that they may make known such purpose to The Company and the Customer shall not in this respect rely upon The Company's skill or judgment or any advice it may give. The Company shall not be liable to the Customer for damages in negligence in respect of any such advice or failure to exercise proper skill and judgment.

9. GUARANTEE AND WARRANTY

- (a) The Company warrants to the Customer that the Goods will be free from defects in material and workmanship for a period of twelve months from the date of delivery to the customer (the "Warranty Period"). Provided the Customer makes a full inspection of the Goods upon receipt and thereafter gives The Company written notice containing full particulars of any defects it discovers and the circumstances in which such defects occurred to PO Box 112, Cannon Hill QLD 4170. The Company shall either repair or replace any such goods which its examination confirm are defective in material or in workmanship within the Warranty Period provided that the Customer has adhered to the payment provisions contained in clause 18 hereof and provided that, the Customer returns the defective Goods to The Company unless an agreement has been made.
- (b) Except when the Customer is a Consumer for the purposes of the Consumer and Competition Act 2010 and the conditions warranties and rights implied by that statute cannot be excluded, and subject always thereto, representations promises statements warranties and conditions [whether (subject as aforesaid) statutory express or implied] regarding any goods or services supplied by or on behalf of The Company are expressly excluded. The Company shall not be liable for any loss or damage whatsoever and howsoever arising whether direct indirect or consequential or in respect of any claim whenever and however made for any loss or damage deterioration deficiency or other fault or harm in the goods manufactured, work executed or services provided by or on behalf of or in any arrangement with The Company or occasioned to the Purchaser or any third or other party or to his or their property or interest and whether or not due to the negligence of The Company its servants or agents.
- (c) As soon as any of the facts or matters which form any part of any claim or complaint whatsoever become known to the Purchaser, the Purchaser shall within fourteen (14) days notify The Company in writing of the same to
 - (i) PO Box 112, Cannon Hill QLD 4170 and/or
 - (ii) Email: support.oceania@traka.com and/or
 - (iii) Telephone: 1800 666 110
- (d) The Company's liability shall be limited in all circumstances to the repair or replacement or monetary compensation at the option of The Company of any goods manufactured by it which are returned only upon the written authority of The Company. Reasonable transport installation removal labour costs associated with replacement of defective Goods will be covered by The Company, on a best endeavour time frame as determined by The Company.
- (e) The Company shall not be liable in any circumstances for any:
 - (i) defects or damage caused in whole or in part by misuse, abuse, neglect, electrical or other overload, non-suitable lubricant, improper installation repair or alteration (other than by The Company) or accident.
 - (ii) Any unreasonable transport installation removal labour or other costs.
 - (iii) goods not manufactured by it but The Company will endeavour to pass on to the Purchaser the benefit of any claim made by The Company and accepted by the Purchaser and the benefit of any claim made by The Company and accepted by the manufacturer of such goods under a warranty given by the manufacturer provided that nothing contained in this subparagraph shall limit the rights of the Purchaser to proceed against The Company pursuant to the Consumer and Competition Act 2010.
 - (iv) technical advice or assistance given or rendered by it to the Purchaser whether or not in connection with the manufacture

construction or supply of goods for or to the Purchaser provided always that The Company has rendered such services with due care and skill and that any materials supplied in connection with those services are reasonably fit for the purpose for which they are supplied.

- (v) If, at The Company's option, The Company arranges for a technician to visit the Customer's installation to repair or replace the defective Goods, the Customer allows free access.
- (f) The provisions of 11.(a) do not extend to any Goods which have been subjected to misuse, accident or improper installation, maintenance, application or operation nor do they extend to Goods which have been repaired or altered otherwise than by the agents or employees of The Company unless previously authorised in writing by The Company.
- (g) The warranty contained in the clause 11 is expressly accepted by the Customer in lieu of any and all other terms, warranties, conditions or liabilities whether expressed or implied in fact or in law, relating to the state, quality, description, capacity, design, construction operation, use or performance of the Goods or to the merchantability repair or fitness for a particular purpose of the Goods or otherwise whatsoever
- (h) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- (i) The customer will be responsible for all costs associated with the returning of the goods unless another agreement between both parties is decided. (If the fault is found to be by the Original Equipment Manufacturer (OEM), any costs will be borne by the OEM)

10. EXTENDED WARRANTY

- (a) The Company warrants to the Customer that the Goods will be free from defects in material and workmanship for an additional period of time, as agreed, from the cessation date of the Standard Warranty provisions as detailed in clause 10.
- (b) The Extended Warranty must be purchased at the original date of product purchase. This program is available to the first consumer purchaser of new product only.
- (c) Extended Warranty purchases must be registered with The Company in writing for each product serial number. The Company Customer Support will issue a confirmation of the extended warranty for each registered serial number. Any serial number not being registered will have a standard warranty as stated in clause 10.
- (d) The provisions of clause 11.(a) do not extend to any damage resulting for the use of the product in a manner for which it was not intended.
- (e) The provisions of clause 11.(a) do not extend to the Company product for normal wear or cosmetic damage and/or other damage that does not affect functionality.
- (f) The provisions of clause 11.(a) do not extend to any damages that occurred to the Company product before the purchase of the program (pre-existing).
- (g) The provisions of clause 11.(a) do not extend to any damage to or loss of software and/or data.
- (h) The provisions of clause 11.(a) do not extend to any freight costs to return the product from the Customer's premise to the Company's service centre.
- (i) The provisions of clause 11.(a) do not extend to any Batteries and optional accessories/ consumables such as security seals.
- (j) The repair or replacement of defective Goods during the Extended Warranty Period in accordance with clause 11.(a) shall not as regards such Goods extend the period of warranty therein provided.
- (k) The provisions of clause 11.(a) do not extend to any Goods which have been subjected to misuse, accident or improper installation, maintenance, application or operation nor do they extend to Goods which have been repaired or altered otherwise than by the agents or employees of the Company unless previously authorised in writing by the Company.
- (l) The Extended warranty contained in the clause 11 is expressly accepted by the Customer in lieu of any and all other terms, warranties, conditions or liabilities whether expressed or implied in fact or in law,

relating to the state, quality, description, capacity, design, construction operation, use or performance of the Goods or to the merchantability repair or fitness for a particular purpose of the Goods or otherwise whatsoever

11. INDEMNITY

The Customer will indemnify The Company against any claim made against The Company in respect of any injury to any person or damage to any property arising from defect in the Goods or anything done or omitted to be done in the delivery thereof to the Customer where such delivery is effected by The Company including any such injury or damaged caused by the negligence of The Company its employees or agents.

12. INSOLVENCY AND DEFAULT

- (a) If
 - (i) the Purchaser makes default in any payment due hereunder; or
 - (ii) a resolution is passed or proposed or a petition is presented or an application filed for the winding up of the Purchaser; or
 - (iii) a receiver or receiver and manager is appointed of the property or any part of the property of the Purchaser; or
 - (iv) the Purchaser makes or proposes to make any arrangement with its Creditors; or
 - (v) the Purchaser is placed under official management;
 - (vi) execution is levied upon the assets of the Purchaser for an amount in excess of \$1,000.00 and is not within seven days satisfied
- (b) then, in any such event, The Company may at its option withhold further deliveries or cancel the contract without prejudice to its rights hereunder provided however that The Company may at any time and from time to time upon such terms as it may determine waive any of the rights under this clause, but without prejudice to its rights thereafter to rely upon the happening thereafter of any of the events hereinbefore referred to or upon the continuation after any such waiver of any state of affairs the subject of such waiver.

13. TITLE

- (a) Notwithstanding that the risk in the Goods has passed to the Customer the ownership of the Goods shall remain with The Company, which reserves the right to dispose of the Goods until payment in full for all the Goods has been received by The Company in accordance with the terms of the contract or until such times as the Customer sells the Goods to its customer by way of a bona fide sale at full market value.
- (b) The Goods shall so far as practicable be kept separate from other goods on the premises of the Customer and so as to be readily identifiable as the Goods of The Company.
- (c) If payment is overdue in whole or in part The Company may (without prejudice to any of its other rights) recover or resell the Goods or any part thereof and may enter upon the Customer's premises by its servants or agents for the purpose. Such payment shall become due immediately.
- (d) If any of the Goods are incorporated in or used as materials for other goods before such payment the property in the whole of such goods shall be and remain with The Company until such payment has been made, or the other goods shall have been sold as aforesaid, and all The Company's rights hereunder in the material shall extend to those other goods.
- (e) Nothing in this clause shall confer any right upon the Customer to return the Goods sold hereunder or to refuse or delay payment thereof.

14. TITLE LIEN AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 2009 ("PPSA"))

- (a) Title to the goods to be delivered will not pass to the Purchaser until payment in full for the goods has been received by The Company. Until the date of final payment the Purchaser shall store the goods so that they are clearly identified as the property of The Company.
- (b) The Purchaser consents to The Company affecting a registration on the PPSA register (in any manner The Company considers appropriate) in relation to any security interest contemplated by this Agreement and the Purchaser agrees to provide all assistance reasonably required to

facilitate this. The Purchaser waives the right to receive notice of a verification statement in relation to any registration on the register.

- (c) The Customer grants to The Company a Purchase Money Security Interest ("PMSI") in the Goods and agrees that the PMSI has attached to all Goods supplied now or in the future to the Customer by The Company and that the attachment of the PMSI has in no way been deferred or postponed from the date of these terms and conditions.
- (d) Title in any Goods and Services supplied by The Company passes to the Customer only when the Customer has made payment in full for all Goods and Services provided and of all other sums due to The Company by the Customer on any account whatsoever. Until all sums due to The Company have been paid in full The Company has a security interest in all Goods and Services provided to the Customer.
- (e) Without limitation to any other rights afforded to The Company under the PPSA, until the Customer has paid for the Goods and Services in full:
 - (i) The Goods shall be held as fiduciary Bailee for and on behalf of The Company; and
 - (ii) If the Goods are sold by the Customer before payment in full to The Company then the proceeds of sale (less any mark-up imposed by the Customer on such sale) shall be held in trust by the Customer for The Company in a separate bank account.
- (f) If the Goods and Services are attached, fixed or incorporated into any property (including any real property) of the Customer or any third person, title to the Goods and Services shall remain with The Company until payment has been made in full. The Customer will, prior to installation of any Goods into real property, notify any mortgagee of such property of The Company's PMSI in such Goods.
- (g) The Customer hereby irrevocably grants The Company and its agents authority to enter any premises owned or occupied by the Customer or on which Goods and Services are situated at any reasonable time after Default by the Customer or before Default if The Company believes that a Default is likely and to remove and repossess any Goods and Services and any other property to which the Goods and Services are attached or in which the Goods and Services are incorporated. The Company shall not be liable for any costs, damages, expenses or losses suffered or incurred by the Customer or any third party as a result of this action, nor will The Company be liable to the Customer or such third parties in contract, tort or otherwise in any way unless by statute such liability cannot be excluded. The Company may (at its sole option) either resell any repossessed Goods and Services and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage and selling costs) or may retain any repossessed Goods and Services and credit the Customer's account with the invoice value thereof less such sum as The Company reasonably determines on account of wear and tear, depreciation, obsolescence, loss or other costs.
- (h) Each of the following shall constitute a Default by the Customer:
 - (i) Non payment of any sum by the due date;
 - (ii) The Customer intimates that it will not pay any sum by the due date;
 - (iii) Failure by the Customer to comply with any obligations imposed on it under these terms and conditions of trade;
 - (iv) Any Goods are seized by any other creditor of the Customer;
 - (v) Any Goods are materially damaged after delivery to the Customer and before payment in full has been made by the Customer;
 - (vi) The Customer is declared bankrupt, is placed in liquidation or voluntary administration or a receiver or administrator is appointed to any of the Customer's assets;
 - (vii) A material adverse change in the financial position of the Customer occurs (as reasonably determined by The Company).
- (i) If a Default occurs all amounts owing by the Customer shall be immediately due and payable and The Company shall be entitled to enforce all rights available to it under these terms and conditions of trade, at the cost, risk and responsibility of the Customer in all respects.
- (j) The Customer undertakes to sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which The Company may reasonably require to register a financing statement or financing

change statement on the Personal Property Securities Register in respect of the PMSI granted to The Company under clause 7.(a).

- (k) The Customer shall not change its name without first notifying The Company of the new name not less than seven (7) days before the change takes effect.
- (l) Unless otherwise agreed to in writing by The Company, the Customer waives its right to receive verification statements and financing change statements under the PPSA.
- (m) If the Collection of Debts pursuant to the Consumer and Competition Act 2010 applies to any transaction between the Customer and The Company, the Customer has the rights provided for in such Act to the extent that they are inconsistent with anything in these terms and conditions of trade and cannot be contracted out of.
- (n) If the Goods are incorporated into real property, or the Services relate to real property, the Customer grants The Company a mortgage over that property securing all monies owed in relation to such Goods and Services.

15. INSURANCE

In the event that the goods are covered by insurance taken out by The Company, The Company will only be liable to the extent of any indemnity provided.

16. RISK

- (a) Unless otherwise agreed in writing all goods shall be at the Purchaser's risk upon delivery to the Purchaser his carrier or agent.
- (b) Where The Company itself delivers the Goods, the risk shall pass to the Customer on the receipt of delivery. In all other cases, the risk shall pass to the Customer when the Goods leave The Company's premises.
- (c) Where The Company itself delivers the Goods, The Company undertakes to replace or (at its discretion) to repair free of charge any Goods damaged in transit in which event the time for delivery of the Goods shall be extended for such a period as The Company reasonably requires for such a replacement and repair. It is a condition precedent of this undertaking that:
 - (i) the Customer shall give written notice of such damage in transit with reasonable particulars thereof to The Company within 3 days of receipt of the Goods and
 - (ii) the Customer, if requested by The Company to do so, shall return the damaged Goods to The Company within 2 weeks of their receipt thereof.

17. PAYMENT

- (a) All accounts shall be paid strictly within the terms specified on Customer's Account. If no account has been approved, all accounts shall be paid within the terms afforded which will appear on the lower portion of your Invoice document.
- (b) Payments will be validated by the receipt of a remittance notice and confirmation of cleared funds by the Company's financial institution.
- (c) All remittance notices are to be forwarded by email to invoice.ar@traka.com.au
- (d) If delivery is unable to be accepted at the site indicated by the customer or the customer requests the Company to withhold delivery then:
 - (i) the balance of the hardware component will still be invoiced.
 - (ii) The goods can remain in our storage for a maximum of 30 calendar days post the original shipment and invoice date.
 - (iii) For any goods that remain within our storage for a period greater than 30 calendar days, a further storage and holding fee shall be charged at AUD\$100.00 per unit per month (or part thereof) until such time as the shipment is accepted by the customer.
- (e) The Company understands and will exercise the statutory right to interest under the Late Payment if invoices are not paid according to the agreed credit terms.
- (f) Where any sum owed by the Customer to The Company is overdue, or if at any time the credit standing of the Customer has in the opinion of The Company been impaired for any reason, The Company may, in its own absolute discretion, demand payment of all outstanding balances whether due or not and/or cancel outstanding orders and decline to

make further deliveries except upon receipt of cash or satisfactory security. The setting off or withholding of payment by the Customer in respect of any claim shall not be allowed unless expressly agreed by The Company in writing.

- (g) If the Company does not receive forwarding instructions sufficient to enable it to despatch the goods within 7 days of notification that they are ready, the Customer shall be deemed to have taken delivery of the goods, and the terms of payment shall apply from such date.
- (h) Pre-payment is required for Customers who do not currently have an active credit account.

18. INTEREST ON LATE PAYMENT OF INVOICES

Any invoice not paid in full by close of business on the due payment date indicated on the invoice will incur interest at the rate of 15% per annum calculated on a pro rata basis on the invoice outstanding balance until payment is received in full.

19. OVERDUE PAYMENTS

Any outstanding payments for products and/or services rendered by The Company that exceed Seven (7) days after the payment due date indicated on the invoice will automatically default to the services of Dun & Bradstreet (Australia) Pty Ltd for collection.

20. PRICE

- (a) Unless otherwise expressly agreed in writing the price of the goods shall be that price charged by The Company at the date of delivery plus the amount which The Company is required to pay on account of any excise, or sales taxes or any other taxes or charges which may be established or levied by any governmental authority (domestic or foreign) upon the goods or any part thereof, or the manufacture, use, sale of or delivery thereof.
- (b) Unless otherwise specified any prices quoted do not include Transportation costs. Goods shall be supplied ex works.
- (c) The prices quoted are based on present day cost of labour and materials and will be subject to price adjustment at the option of The Company.

21. SPECIFICATION

- (a) Unless the contract expressly provides otherwise all statements as to performance and any other data relating to the Goods supplied by The Company are approximate only.
- (b) It is the policy of The Company to continuously improve its Goods and variations to specification may occur for this reason.

22. PATENTS, DESIGNS AND COPYRIGHT

The Company retains all proprietary interests and rights in and over the Software and Hardware and all trade secrets, patent rights and ideas in relation thereto remain the exclusive property of The Company. The Customer agrees not to disclose the contents or code of the Software to any third party. The Customer may take copies of the Software, but only for the purpose of backup security and agrees that these shall also be kept confidential.

23. FORCE MAJEURE

The Company shall not be liable for a failure on its part to perform any of the terms of the Contract caused by a condition outside of The Company's control including (but not limited to and without prejudice to the generality of the foregoing) act of God, war, strike, lock out or any other industrial dispute, fire, flood, shortages of materials or breakdown of machinery or plant. In these circumstances The Company expressly reserves the right to cancel or suspend the whole or any part of any delivery.

24. EXPORT AND IMPORT CONTROLS

Customer represents, warrants and undertakes that: (a) Customer and its Affiliates and agents shall comply with all economic sanctions and export control laws and regulations adopted and enforced by governmental authorities of the European Union, the United States, the United Kingdom, United Nations as well as any economic sanctions and export control laws and regulations adopted by other jurisdictions that are applicable to the Company or the Customer (b) neither the Customer, its Affiliates, any of its respective officers, directors or employees, End Customer, or downstream party, is listed, or is owned or controlled by any individual or entity listed in such laws, (c) the Customer will not engage in any business involving any such listed

parties, (d) no Products, Services or other technology or items and any replica thereof will be used, resold, provided or transferred, in their entirety or in part, (i) for any military end-use or by any military end-user, including for any purpose in connection with chemical, biological or nuclear weapons, military items or by any national armed services (army, navy, marine, air force, or coast guard), national guard and national police, government intelligence or reconnaissance organisations unless explicitly approved by the Company, (ii) to the Russian Federation or Belarus or for use in the Russian Federation or Belarus (whether or not permitted under economic sanctions and export control laws and regulations applicable to the Customer) and (e) the Customer will immediately inform the Company of any breach of the foregoing. Any violation by the Customer of this Clause 24, shall constitute a material breach of an essential element of this Agreement, and the Company shall be entitled to seek appropriate remedies, including but not limited to damages and termination of this Agreement. Whenever reasonably requested by the Company, Customer will provide the Company with a written certificate, in a form acceptable to the Company, of continuing

compliance with this Clause. In addition, the Company maintains the right to request and review records or other documents from Customer, to confirm Customer's compliance with the terms of this Clause. Customer shall cascade the contractual obligations set forth in this Clause 24 in contracts with third parties further down the commercial chain and set up and maintain adequate monitoring mechanisms to detect conduct by any third parties further down the commercial chain, that would frustrate the purpose of this clause.

25. GOVERNING LAW AND JURISDICTION

The Sales Terms and Conditions shall be governed by and construed in accordance with the Laws of Australia, all questions, disputes or controversies whatsoever arising out of or in relation to or in connection with the Contract or the Goods supplied or to be arbitration of a person appointed by The Company and the Customer.
