Norizon – Disclosure Sheet

Dear Customer (**you, your**),

Before entering into an agreement with Norizon Pty Ltd ACN 655 600 954 (**Norizon, us, our**), please ensure that you read and understand this Disclosure Sheet and our Terms and Conditions (**Agreement**) to which this Disclosure Sheet is annexed and to which it relates.

If you do not understand this Disclosure Sheet or the Agreement you should seek independent legal advice.

These documents govern our dealings with you and how we will provide our goods and services to you, as well as our obligations to you and your obligations to us. **You should be aware that the Agreement contains provisions that may substantially prejudice your interests**, including the following clauses:

Clause 3.1: This clause limits our liability for loss, damage or theft of any goods belonging to you during the transportation or whilst not in the care, custody or control of us.

Clause 7: This clause excludes all warranties not expressly included in our terms and conditions, our liability to you other than caused by negligence or breach and our liability to you for things outside of our control. This clause also limits our liability in a manner that is consistent with the Australian Consumer Law, as well as excluding our liability for any indirect or consequential loss.

Clause 19.1: This clause requires the Guarantor to perform the obligations of the Purchaser on the Purchaser's default.

This Disclosure Document and the Terms and Conditions may be accepted by you by doing either one or more of the following:

(a) signing the Terms and Conditions of Trade and/or Disclosure Sheet;

(b) signing a credit application, proposal or quotation issued by Norizon in which the Terms and Conditions were attached or referred to;

(c) issuing a purchase order or similar request for goods or services in response to this quotation or proposal referred; or

(d) visiting, or making a purchase through, Norizon's website.

Terms and Conditions of Trade for Norizon Pty Ltd ACN 655 600 954

These terms and conditions together with any credit application, quotation or proposal to which these terms are attached or in which these terms are referred and/or the content of the Supplier's website where that platform is being patronised or used by a purchaser or visitor, together make up a legally binding agreement (**Agreement**) between: Norizon Pty Ltd ACN 655 600 954 (**Supplier**) AND the person(s) or company named in the attached or previously signed credit application, quotation or proposal, or if purchasing via Supplier's website, then the person or company making the online purchase (**Purchaser, you, your**) AND if the Purchaser is a corporation, the directors of the Purchaser who have signed or otherwise agreed to these terms (**Guarantor**), if applicable. The Supplier may, at its sole discretion, require the Guarantor to execute a Guarantee on behalf of the Purchaser's obligations under this Agreement, in addition to any obligations that the Guarantor's already may have under this Agreement.

This Agreement may be accepted by you by doing either one or more of the following:

(a) signing these terms and conditions of trade; or

(b) signing the credit application, proposal, or service agreement issued by the Supplier in which these terms and conditions were attached or referred to;

(c) issuing a purchase order or similar request for goods or services in response to the quotation or proposal referred to at (b) above; or

(d) visiting or making a purchase through the Supplier's website.

THE PARTIES AGREE as follows:

1. Agreement to Buy and Sell

1.1 The parties acknowledge that the Supplier will sell, and the Purchaser will purchase, goods and/or services from time to time pursuant to this Agreement. If any future contract or document between the Supplier and the Purchaser is inconsistent with this Agreement, then this Agreement will apply unless the subsequent contract or document is signed by the Supplier, expressly refers to and alters this Agreement in writing.

1.2 Should there be any variation to any of the information supplied by the Purchaser in its credit account application or in the structure of the Purchaser's business (such as a conversion to or from a company or trust or the appointment of new directors or change in shareholders), the Supplier must be notified in writing. Until a new credit application form is signed and approved in writing by the Supplier, the original Purchaser and those person(s) who signed as guarantor(s) will remain liable to the Supplier as though all goods and services were supplied to the original Purchaser.

2. Placement of Orders and Variations

2.1 The Purchaser must, at the election of the Supplier, order the goods and/or services from the Supplier in writing, by phone, email, facsimile, online via the Supplier's website or other electronic communication acceptable to the Supplier (which includes without limitation purchase orders, the acceptance by the Purchaser of a quotation, proposal or variation prepared by the Supplier) (**Order/s**). Upon placement of an Order, the Purchaser will be bound to proceed with the purchase of the goods and/or services.

2.2 The Supplier will not be bound by any terms or conditions expressed or implied in Orders or acceptances generated by the Purchaser except to the extent that such terms have been expressly agreed upon between the parties in writing and signed by the Supplier. For the avoidance of doubt, even where the Purchaser attaches or refers to other terms and conditions in purchase orders or other requests for quotations or supply of goods and/or services received after this Agreement has been entered into (**Additional Terms**), such Additional Terms are expressly excluded from this Agreement and will be of no force or effect against the Supplier unless it expressly agrees otherwise (by notice in writing, signed by a director of the Supplier).

2.3 The Supplier may decline to accept any Order without providing a reason in its absolute discretion.

2.4 If the Purchaser requests or the Supplier deems there to be a variation in the scope of the supply of goods and/or services, then the Supplier will notify the Purchaser in writing of the variation, the price variation, associated delays and any other information the Supplier deems relevant.

2.5 The Supplier is not obliged to commence any supply associated with any variation identified in accordance with clause 2.4 unless and until the Purchaser acknowledges and accepts in writing the variations contained in that notice. If the Purchaser has not responded to the variation within 28 days advising that the variation is not acknowledged and accepted, the Supplier is entitled to proceed with the supply on the basis that the variation is accepted by the Purchaser.

2.6 The Supplier may require the Purchaser to implement certain insurances prior to the acceptance or deliver of any supply, as determined by the Supplier in its absolute discretion. This will be in addition to any insurances the Purchaser is required to hold by law or which is standard industry practice.

3. Delivery of Orders and Returns

3.1 The Purchaser acknowledges that goods delivered to a courier are outside of the Supplier's control and the Supplier will not be liable for any loss, damage, delay or non-delivery of goods contributed to by a third party, to the extent permitted by law.

3.2 The Purchaser acknowledges and agrees that the Supplier will not arrange for, organise or supply insurance for the goods and/or services (as applicable) as all goods and/or services are Ex Works from the Supplier's premises.

3.3 Deliveries will be made during normal working hours and at the cost and risk of the Purchaser. In the event the Purchaser or the Purchaser's agent is not on site to accept the delivery, then the driver's signature denoting the time, date and place of delivery, will be deemed to be acceptance of the said delivery by the Purchaser.

3.4 If a date for delivery is nominated by the Purchaser, the Supplier will not be bound to deliver the goods by that date unless the Supplier expressly agrees to do so in writing, signed by the Supplier, in which case, it will be deemed to agree to use reasonable endeavours to deliver by the relevant date. The Supplier will be excused from any failure to deliver which is contributed to by causes beyond its reasonable control and the time specified for completion of delivery will be extended commensurately. Delay in delivery or completion will not constitute a breach of this Agreement, nor will it affect any other provisions of this Agreement to the Supplier's disadvantage.

3.5 It is the responsibility of the Purchaser to carefully inspect the goods immediately after they are delivered and to assess the services immediately after they are rendered. Any claims with respect to damage, shortage or defect will only be considered if made to the Supplier in the first instance by phone within 7 days of delivery, and also in writing within 7 days of delivery.

3.6 The Supplier will not make any delivery to the Purchaser unless it considers it to be safe to do so. To ensure the Supplier is able to deliver the goods in accordance with the Supplier's health, safety and environmental requirements, the Purchaser:

(a) must, where applicable, complete the Supplier's pre-delivery checklist and inform the Supplier's courier about any site-specific safety regulations upon arrival; and

(b) must ensure each delivery point is correctly and clearly labelled; and

(c) must ensure that its delivery site adheres to the latest applicable storage regulations and that there is clear and safe access to all delivery points; and

(d) will have sole responsibility for providing suitable and secure means and facilities for the reception and unloading of the goods and for the storage of the goods after delivery.

3.7 Some Orders will require complete payment or a percentage of the Order price to be paid up front by the Purchaser to the Supplier, some or all of which may be non-refundable. This will be notified to the Purchaser after the Order is placed.

3.8 To the extent permitted by law, return on goods can only be accepted;

(a) if authorised in writing by the Supplier (which may be given, given with conditions or withheld in the absolute discretion of the Supplier);

(b) the correct invoice number is stated on the return docket;

(c) the returns are made within 30 days after delivery;

(d) the reasons for the return are clearly stated and the and the goods are in the original packaging and in the same condition as delivered.

4. Payment and Price

4.1 All supplies are made at the price current at the time of delivery or completion in $AUD unless stated otherwise in writing by the Supplier. The price of the goods and/or services is quoted EXW (Incoterms 2020) from the Supplier's premises. Costs and charges for freight and handling at the point of delivery to the Purchaser or the Purchaser's agent are payable by the Purchaser unless otherwise stated on the quote/order form or on the Supplier's website (as the case may be). All quotes remain current for 30 days only from the date of quote but are not fixed. **NOTE pricing may vary from time to time subject to exchange rate variations and/or material increases outside the control of the Supplier.**

4.2 Where any form of credit has been granted to the Purchaser by the Supplier, then the Purchaser must pay to the Supplier the price in relation to each purchase of goods and/or services as set out in the corresponding tax invoice. Terms are strictly 30 days from the date of each invoice unless otherwise agreed in writing between the parties.

4.3 The Supplier may refuse to grant or may withdraw credit facilities to the Purchaser at any time without notice. Without limiting the Supplier's rights to withdraw credit, the Supplier reserves the right to stop and place the account and any supply on hold until the account is returned to the agreed trading terms, and the Supplier agrees to recommence supply. Where credit has not been extended to the Purchaser or is otherwise suspended or withdrawn, then the Purchaser must pay for all goods and/or services purchased in full in cleared funds prior to the Supplier releasing those goods and/or services for shipping or collection.

4.4 The Purchaser agrees to pay to the Supplier an account service fee of 10 per cent per annum in relation to any invoices which are not paid strictly in terms of this Agreement, calculated daily and compounding monthly. The Purchaser acknowledges this service fee is a genuine pre estimate of the additional cost and damage suffered by the Supplier in the event of a failure by the Purchaser to adhere strictly to the terms of this Agreement.

4.5 Under no circumstances may the Purchaser deduct or set off any amount under any invoice.

4.6 If the Supplier processes a refund, credit or other reduction in the price of Goods and/or Services for the Purchaser, the Supplier has the right to offset any balance or amounts due to it from the Purchaser under the terms of this Agreement or any other Agreement with the Purchaser for Goods and/or Services to secure payment.

5. Passing of Title and Risk

5.1 The Supplier reserves the following rights in relation to all goods and/or services supplied to the Purchaser until all outstanding amounts owed by the Purchaser to the Supplier are paid in full:
- (a) title of all goods; and
- (b) entry into the Purchaser's premises (or the premises of any associated company or agent where goods are located) without liability for trespass or any resulting damage to retake possession of the goods; and
- (c) to keep or resell any goods repossessed pursuant to clause 5.1(b).

5.2 If the Purchaser:
- (a) resells the goods; or
- (b) sells products manufactured using the goods; then

the Purchaser must hold an amount of the proceeds of the sale reflective of the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account on trust in a fiduciary capacity as the beneficial property of the Supplier. The Purchaser must pay such amount to the Supplier upon request.

5.3 Notwithstanding clauses 5.1 and 5.2, the Supplier may take action against the Purchaser for the purchase price and all risk in or regarding the goods supplied to the Purchaser will pass to the Purchaser upon the earlier of:
- (a) Delivery of the goods to the Purchaser; or
- (b) Delivery of the goods to a courier or third party required to deliver the goods to the Purchaser.

5.4 In the event that the Purchaser is in default of this Agreement or in the event that an administrator, liquidator or trustee in bankruptcy is appointed to the Purchaser or the Guarantor, the Purchaser will appoint the Supplier as the Purchaser's attorney to secure performance of the Purchaser's obligations under this Agreement.

6. Security and PPSA

6.1 For the purposes of this clause, "**PPSA**" means *the Personal Property Securities Act 2009* (Cth) as amended from time to time. Where a particular section or term from the PPSA is used in this Agreement, it is deemed to be that section or term as defined or used in the PPSA as amended, renumbered or replaced from time to time.

6.2 To the extent permitted by law, and for better securing payment of the purchase price for all goods and services supplied by the Supplier plus any costs or charges, the Purchaser hereby charges all of its real and personal present and after-acquired property in favour of the Supplier.

6.3 The Purchaser acknowledges and agrees that this Agreement constitutes a security agreement in relation to the Supplier's security interest in all present and after-acquired goods in accordance with the PPSA.

6.4 The Purchaser agrees to grant a "Purchase Money Security Interest" to the Supplier.

6.5 For the avoidance of doubt, the Purchaser acknowledges and agrees that it grants to the Supplier a security interest in all goods supplied by the Supplier to the Purchaser (whether now or in the future) and in any proceeds from the sale of those goods.

6.6 To the extent permitted by law, the following provisions of the PPSA do not apply, and for the purposes of section 115 of the PPSA are contracted out of this Agreement:
- (a) sections 95 (notice of removal of accession), to the extent that it requires the Supplier to give a notice to the Purchaser, 96 (retain of accession) and 125 (obligation to dispose of or retain collateral);
- (b) section 130 (notice of disposal), to the extent that it requires the Supplier to give a notice to the Purchaser;
- (c) section 132(3)(d) (contents of statement of account after disposal);
- (d) section 132(4) (statement of account if no disposal);
- (e) section 135 (notice of retention);
- (f) section 142 (redemption of collateral);
- (g) section 143 (reinstatement of security agreement).

6.7 For the purposes of section 14(6) of the PPSA, the Purchaser (and the Supplier) agree that any payments received from the Purchaser by the Supplier pursuant to or in any way connected with this Agreement, will be applied against any monies owed to the Supplier by the Purchaser in such order as the Supplier deems fit in its absolute discretion.

6.8 The Purchaser consents to:
- (a) and agrees to execute any other document or instrument required to give effect to the security interests created by this Agreement; and
- (b) the registration with the relevant authority or public register of any security interest created by this Agreement or any other document required to give effect to a security interest created by this Agreement, including without limitation the registration of a financing statement or financing change statement on the Personal Property Securities Register.

6.9 The Purchaser must pay all costs of and incidental to the preparation, execution and registration of any instrument which is executed for the purposes of giving effect to this clause and must also pay all costs incidental to the withdrawal, discharge or release of such instrument.

7. Warranties and Liability

7.1 The Supplier promises that all goods and/or services that the Supplier supplies to the purchaser will, at the time they are:
- (a) delivered to the Purchaser if they are being delivered directly by the Supplier; or
- (b) delivered to a courier if they are being delivered to the Purchaser by a courier,

conform to the specifications published by the Supplier for those goods and/or as at the date of delivery to the Purchaser or courier, as the case requires.

7.2 Except as otherwise outlined in a specific product warranty document available upon request/displayed on our website/other or outlined in a quotation, the Supplier warrants that:
(a) all goods manufactured by the Supplier will be fit for purpose for a period of 12 months from delivery; and
(b) all services supplied to the Purchaser by the Supplier will be fit for purpose for a period of 12 months from completion (as determined by the Supplier, acting reasonably).

7.3 All other warranties and conditions, including those implied by law, relating to quality, fitness for purpose and descriptions are, to the fullest extent permitted by law, excluded.

7.4 The Supplier will use reasonable endeavours to transfer warranties given by third party manufacturers of any third party goods or spares supplied and to the extent those warranties are transferrable. However, the Supplier will not be liable for negotiating with manufacturers on behalf of the Purchaser and will not be liable to provide warranties to the Purchaser in addition to those provided by the manufacturer and transferred under this clause.

7.5 Notwithstanding the generality of the preceding clause, the Purchaser acknowledges and agrees that to the extent permitted by law, the Supplier will not be liable for, and the Purchaser releases the Supplier in respect of, any claim, loss, cost, damage or expense (**Claim**) arising out of any act or omission of the Supplier or its employees, officers or agents unless that Claim is a direct result of the negligence or breach of this Agreement or a warranty expressed in this Agreement by the Supplier.

7.6 The parties agree that any liability for a Claim against the Supplier will be limited to the lesser of:
(a) the re-supply of defective goods or services (if applicable);
(b) the cost of the re-supply of defective the goods or services in question (if applicable); or
(c) the contract price of the original supply of the goods or services.

7.7 Notwithstanding any of the above, the parties agree that neither party will be liable to the other for any indirect or consequential loss, loss of income, profit or opportunity or for any contingent, consequential direct/indirect special, or punitive damages arising out of or in connection with this Agreement, at law or in equity.

7.8 The Supplier's liability under or in connection with this Agreement does not extend to rectification of defects, loss or damage which is caused or contributed to by:
(a) use or operation of any part of the goods or completed services otherwise than in accordance with guidelines or specifications supplied by the Supplier, or under normal working conditions;
(b) the alteration, modification, or adaptation of the goods and/or services by the Customer or any third party not authorised by the Supplier;
(c) the commingling, integration, or use of the goods and/or services with any other goods, products, software, or services not supplied or approved in writing by the Supplier; or
(d) the misuse, neglect, or wilful destruction of any part of the goods or completed services or to any damage caused by or to the goods or the completed services as a result of continued use of any part of the goods or completed services after a defect has been detected or ought to have been detected.

7.9 To the extent permitted by law and unless otherwise expressly agreed, the Supplier does not provide and expressly excludes all warranties whether implied by statute or otherwise in respect of any goods.

7.10 The Supplier does not guarantee the performance of the goods if they are not used by the Purchaser in accordance with the relevant product information guidelines and instructions specific to that product.

7.11 To the maximum extent permitted by law, the Supplier bears no responsibility or liability for any misuse of data that was deceitfully, fraudulently or illegally obtained from the Supplier.

7.12 The Supplier acknowledges that the Purchaser, as a customer, has legal rights under the Australian Consumer Law (**ACL**) within Schedule 2 of the *Competition and Consumer Act 2010* (Cth). The Supplier acknowledges that any rights that may exist under the ACL cannot be limited or excluded by the Agreement and the Supplier in no way intends to limit or exclude those rights, to the extent permitted by law.

8. Term and Amendment

8.1 This Agreement commences on the earlier of:
(a) date of its acceptance by the Purchaser; or
(b) the supply of requested goods and/or services by the Supplier to the Purchaser
and will expire upon reasonable notice being given by one party to the other or in accordance with clause 8.2.

8.2 Without limiting any other rights of the Supplier, the Supplier may terminate the Agreement without notice if the Purchaser is in default under this Agreement (and has not remedied that default within 7 days' notice), or commits an act of insolvency or an external administrator or controller, liquidator, receiver or trustee in bankruptcy is appointed to the Purchaser or the Guarantor. If the Supplier notifies the Purchaser of any variation to the scope of the supply under clause 2.4 or any amendments under clause 8.5 and if the Purchaser does not accept changes, the Purchaser may without notice terminate the Agreement, however any Order already processed by the Supplier will be completed and the Agreement will only terminate once the Order has been completed and paid for in full by the Purchaser.

8.3 The Supplier may assign or otherwise transfer any of its rights under this Agreement.

8.4 The Purchaser may not without the prior written consent of the Supplier assign or otherwise transfer any of its rights or obligations under this Agreement.

8.5 The Supplier reserves the right to amend this Agreement, provided such amendments are conveyed to the Purchaser in writing. The Purchaser further acknowledges that such writing will be by ordinary mail or email to the address set out in the original credit application, proposal or quotation, unless the Purchaser advises in writing to the Supplier a new address, and this new address is acknowledged by return in writing by the Supplier. Any amendments will be deemed to be accepted upon placement of a further order with the Supplier after notice of the amendment, or 28 days from notice, whichever occurs first.

9. Defaults and Rights

9.1 In the event of a default under this Agreement by the Purchaser, the whole of any outstanding balance will become immediately due and payable by the Purchaser to the Supplier together with all legal costs and expenses associated with recovery of the outstanding balance on an indemnity basis.

9.2 The certificate of a director or the credit manager of the Supplier will, in the absence of evidence to the contrary, be conclusive as to the amount of the outstanding balance.

9.3 No failure or delay of the Supplier to exercise any right or obligation of the Purchaser of any obligation hereunder and no custom or practice of the parties which is at variance with the terms of this Agreement and no waiver by the Supplier of any particular default by the Purchaser will affect or prejudice the Supplier's rights in respect of any subsequent default and no indulgence or forbearance by the Supplier of its rights under this Agreement will adversely affect or prejudice its rights in relation to such default or any subsequent default.

10. Intellectual Property

10.1 For the purposes of this Agreement, "**Intellectual Property Rights**" means copyright, trademark, design, patent, trade secret, secret process, know-how, concept, idea, information, formula, invention, semiconductor or circuit layout rights and any other rights (including software and services) whether or not they are registered or registrable, relevant to, among other things, the textual, graphical, audio and other information, content, data or material used by the Supplier in respect to this Agreement, including all Intellectual Property registered in Australia or any other jurisdiction in the world.

10.2 Any pre-existing Intellectual Property Rights owned by the Supplier before the commencement of this Agreement will remain vested in the Supplier.

10.3 Any pre-existing Intellectual Property Rights owned by the Purchaser before the commencement of this Agreement will remain vested in the Purchaser.

10.4 The Purchaser agrees to grant to the Supplier a non-exclusive, transferable, royalty free licence to use the Purchaser's pre-existing Intellectual Property Rights to the extent that such use relates to any material created by the Supplier pursuant to this Agreement.

10.5 Subject to any Intellectual Property Rights existing in any third party materials, all Intellectual Property Rights created by the Supplier on or after the commencement of this Agreement will remain vested in the Supplier regardless of whether those rights were created pursuant to or for use in or with the goods and/or services.

10.6 Nothing in this Agreement has the effect of transferring title to or an interest in any of the Supplier's Intellectual Property Rights in the goods and services.

10.7 The Purchaser or its personnel, employees or representatives, must not:

(a) reverse engineer, disassemble, decompile, alter, modify, or develop the Intellectual Property Rights in the goods and/or services provided by the Supplier; or

(b) distribute, assign, sell, sub-license, copy, modify, develop or otherwise make the whole or part of the Supplier's Intellectual Property Rights available for use by a third party.

11. Applicable Law

11.1 The parties expressly agree that this Agreement will be governed by and interpreted in accordance with the laws of the New South Wales.

12. Guarantor and Purchaser's Warranties

12.1 The Guarantor and Purchaser (and each director and office bearer if the Purchaser is a company) separately warrants that:

(a) In the case of a natural person, he/she has never been a bankrupt or entered into a deed of arrangement or compromise or any other arrangement under Part X of the *Bankruptcy Act 1966* (Cth) or otherwise assigned his/her assets for the benefit of creditors.

(b) It has never been under external administration or subject to the appointment of an external receiver or controller or entered into a deed of company arrangement and that it is solvent and able to pay its debts as and when they fall due.

(c) They are not executing this Agreement as a result of or by reason of or in reliance upon any promise, representation, statement or information of any kind whatever given or offered to them by or on behalf of the Supplier whether in answer to an enquiry or otherwise.

(d) Prior to the placement of any Order, they have made their own independent enquiries and satisfied themselves as to the quality and fitness for purpose of the goods and/or services and, to the extent permitted by law, unless expressly set out in this Agreement, the Supplier makes no warranty, promise or representation in relation to the goods and/or services, either expressly or impliedly and any warranties, terms and conditions in relation to the state, quality or fitness of the goods for any purpose, whether implied by use, statute or otherwise is, to the extent permitted by law, hereby excluded.

13. The Supplier Relies on Guarantor and Purchaser's Warranties

13.1 The Purchaser acknowledges that in entering into this Agreement, the Supplier relies upon the warranties provided above and upon any information supplied by the Purchaser in an accompanying credit account application.

13.2 The Supplier relies upon the representation that the person signing this Agreement has authority to execute it on behalf of the Purchaser.

14. Personal Information

14.1 The Purchaser and Guarantors consent to the Supplier from time to time seeking, advising, exchanging and verifying any personal or commercial information of the Purchaser or the Guarantors with any third party and to carrying out any further pertinent investigation about the Purchaser's or Guarantor's contact/address details, credit arrangements, trading terms, credit worthiness, credit standing, credit history or credit capacity, financial status or similar matters.

15. Goods and Services Tax (GST)

15.1 GST will be charged to all relevant goods and services and will be payable by the Purchaser at the time of payment, including but not limited to all stock, services, costs, fees, freight charges and any other amounts that become payable by operation of this Agreement.

16. Credit Limit

16.1 Notwithstanding any other provision in these terms, the Supplier may grant credit to the Purchaser under these terms either unconditionally or with any condition it sees fit, including, without limitation, a cap on the amount of credit the Supplier is comfortable extending to the Purchaser. The Supplier may require the Purchaser and Guarantor(s) to enter into a separate credit application form if credit is being granted to the Purchaser. The Supplier may increase or decrease any such cap as it sees fit from time to time throughout the duration of this Agreement by notice to the Purchaser in writing.

16.2 If a credit limit is set and then exceeded by the Supplier, such excess will not be a breach of this Agreement by the Supplier.

16.3 In the event that the Supplier serves notice in accordance with clause 16.1 then, apart from any extension, increase or reduction set out in the notice, this Agreement and the Guarantor's liability under any supporting guarantee will continue to operate in its amended form.

16.4 However, should the Supplier decide to extend beyond the credit cap in place from time to time, then the cap will in no way act to limit the ability or right of the Supplier to recover any monies owing to the Supplier nor will such cap act to limit the liability of the Purchaser or any Guarantor to pay those monies to the Supplier

17. Force Majeure

17.1 A Force Majeure event means anything outside reasonable control of a party, including but not limited to:

(a) power, data or communication outages;

(b) acts of God or the public enemy, national emergencies, radioactive contamination, pandemic, health emergency of international concern, insurrection, riot, hostile or warlike action or sabotage;

(c) a transportation embargo;

(d) industrial action (including a picket); and

(e) any legislation or regulation and any action or inaction of any government or government agency

17.2 If any party is wholly or partially unable to perform its obligations because of a Force Majeure event, except for its obligation to pay money, then:

(a) as soon as reasonably practicable after the Force Majeure event arises, the party must notify the other party of the extent to which the notifying party is unable to perform its obligations; and

(b) that party's obligation to perform will be suspended for the duration of the delay arising directly out of the Force Majeure event.

18. Confidentiality

18.1 The parties will keep in confidence all information which it receives from the other parties which is marked in any way so as to indicate its confidentiality or which by its nature is confidential and will not, without prior written consent of the disclosing party, publish, disclose or otherwise make available, directly or indirectly, any item of such information to any person other than its employees, agents, or contractors who need to know the same in the performance of their duties. The receiving party further agrees that it will only use such confidential information in connection with the obligations arising as a result of the Agreement. Such confidential information does not include any data or information which:

(a) was in the receiving party's lawful possession prior to the submission thereof by the disclosing party;

(b) is later lawfully obtained by the receiving party from a third party under no obligation of secrecy;

(c) is independently developed by the receiving party; or

(d) is, or later becomes, available to the public through no act or failure to act by the receiving party.

19. Guarantee and Indemnity by Director(s), Trustee(s) and Guarantor

19.1 In consideration of the Supplier agreeing to supply goods and/or services to the Purchaser:

(a) The Guarantor unconditionally guarantees to the Supplier the due and punctual performance by the Purchaser of all the Purchaser's obligations under each and every Agreement including, without limiting the generality of the foregoing, the payment by the Purchaser of all moneys (which term includes, without limitation, principal, fees, interest and costs) payable or repayable (whether presently or in the future, actually or contingently) under each and every Agreement and the

Guarantor promises to pay to the Supplier on demand all moneys which the Purchaser defaults in paying under any Agreement including all moneys arising by way of costs, expenses, bank charges, losses or damages incurred by or arising from any default by the Purchaser under or relating to any Agreement.

(b) The Guarantor also acknowledges and agrees in his/her capacity as Guarantor that the Guarantee and Indemnity that he/she may have previously given continues to secure any and all liabilities and obligations of the Purchaser/debtor.

20. General

20.1 If any provision of this Agreement is or becomes illegal, unenforceable, void or invalid, it is to be treated as being severed from this Agreement, but the rest of this Agreement will not be affected.

20.2 This Agreement contains the entire agreement between the parties as at the date of the Agreement with respect to its subject matter and supersedes all prior agreements and understandings between all parties in connection with it.

20.3 Nothing in this Agreement will be deemed to constitute a partnership, joint venture, agency or other form of fiduciary relationship between the Supplier and the Purchaser and neither the Supplier nor the Purchaser has the power to bind the other except as expressly authorised by this Agreement.