



5B HOLDINGS PTY LTD – GROUP GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES

1. GENERAL TERMS

1.1 Definitions

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.

Contract means the contract entered into by the Customer and the Supplier consisting of the Order, these General Terms and any other terms agreed in writing by the parties relating to the Order.

Customer means the company within the Group purchasing the Supplies from the Supplier pursuant to the Contract.

Delivery Point means the location to which the Goods must be delivered as set out in the Order for the relevant Supplies or as otherwise notified by the Customer.

General Terms means the terms and conditions of purchase contained in this document.

Goods means the goods, products, or materials to be supplied by the Supplier to the Customer.

Group means 5B Holdings Pty Ltd ACN 606 402 699 and any company which is a subsidiary (as defined in s46 of the *Corporations Act 2001* (Cth)) of that company for the time being.

Insolvency Event in relation to the Supplier means:

- a. a step is taken to enter into any scheme of arrangement between the Supplier and its creditors;
- b. a step is taken by a mortgagee to enter into possession or dispose of the whole or a substantial part of the assets of the business of the Supplier;
- c. the Supplier is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller (as defined in the *Corporations Act 2001* (Cth)) appointed to its property;
- d. a step is taken to appoint a receiver, a receiver and manager, a liquidator, a provisional liquidator, and administrator or other like person to the whole or a substantial part of the assets of the business of the Supplier;
- e. the Supplier ceases to trade or carry on business; or
- f. the Supplier is unable to pay its debts as and when they become due or is presumed insolvent for the purposes of any provision of the *Corporations Act 2001* (Cth).

Intellectual Property Rights includes all present and future rights in relation to copyright, trade marks, designs, patents, trade, business or company names, domain names, trade secret, confidential or other proprietary rights, or any rights to registration of such rights whether created before or after the date of the Contract, and whether existing in Australia or otherwise.

Modern Slavery means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, child labour, involuntary servitude, debt bondage, human trafficking and other similar exploitation as prohibited or defined as a modern slavery offence under all applicable anti-slavery and human trafficking laws from time to time, including without limitation the *Criminal Code Act 1995* (Cth), *Modern Slavery Act 2018* (Cth) any other applicable legislation relating to Modern Slavery.

Order means the order for Supplies created by the Customer and to which these General Terms apply.

Security Interest has the meaning given to it in the *Personal Property Securities Act 2009* (Cth).

Services means services (if any) to be supplied by the Supplier to the Customer.

Supplies means Goods and/or Services (as the case may be).

Supplier means the person or entity supplying the Supplies to the Customer.

Tax means any tax, levy, impost, deduction, charge, fees, rate, compulsory loan, withholding, levy or duty of any kind and whether Australian, foreign, state, municipal or local and includes amounts payable by way of interest and penalties on the primary Tax liability.

2. ORDERING AND ACCEPTANCE

2.1 The Customer may submit a request for a quotation to the Supplier and the Supplier will provide a written quotation (Quotation). The Customer may accept the Quotation by placing its Order with the Supplier in writing within the time period specified in the Quotation.

2.2 The Customer is under no obligation to submit any requests for a quotation, or any Orders with the Supplier.

2.3 Each Order accepted by the Supplier constitutes a separate Contract for the supply of the ordered Supplies in accordance with these General Terms and any other terms agreed in writing by the parties in relation to the particular Order.

2.4 Within 1 Business Days of receipt of an Order, the Supplier must reply to the Customer to confirm that the Order has been received and that the Order will be delivered by the time stated in the Order.

2.5 If the Supplier does not comply with clause 2.4, any Order sent shall be deemed accepted following 1 Business Day after the purchase order has been issued by the Customer to the Supplier.

2.6 Unless otherwise agreed in writing by the Customer, to the extent that any conflict exists between:

- a. Order;
- b. Global Equipment Procurement Agreement (or an equivalent overarching supply agreement between the parties);
- c. the General Terms;
- d. other documentation or correspondence forming part of any Order;
- e. any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing,

the order of precedence is as set out above.

2.7 The only terms binding on the Customer are those set out in this General Terms or otherwise agreed in writing by Customer and these General Terms apply to the exclusion of and in priority to any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Acceptance of the Order by the Supplier waives any of the Supplier's own terms and conditions.

2.8 The Supplier must comply with all legislation in force and must only supply Goods and/or provide Services that meet all the conditions imposed by the legislation in the country in which they are manufactured or produced and the country to which they are delivered.

2.9 The Customer may cancel an Order in whole or in part by notice in writing to the Supplier at any time, including if the Supplier has commenced preparing or providing the Order. The Customer's only liability arising out of the cancellation of an Order under this clause is to pay the Supplier on request its reasonable, proven, justifiable and unavoidable costs resulting directly from the cancellation, subject to provision of evidence of such costs to the Customer's reasonable satisfaction. This clause does not apply in circumstances where the Customer terminates an Order or the Contract under clause 2.8, 12.3, 12.4, or 15.

2.10 Customer gives no guarantee or commitment as to the volume of Supplies that will be ordered from the Supplier and has no obligation to order a minimum volume or quantity of Supplies from the Supplier.

2.11 Nothing in these General Terms restricts Customer from obtaining supply of the Suppliers, or goods and services that are the same as or

similar to the Suppliers, from other suppliers.

2.12 The Supplier must not commence providing any service or supplying any goods to the Customer until the Supplier has been issued with an authorised purchase order number in writing from the Customer.

2.13 The Supplier must include the purchase order number on every invoice issued to the Customer. Supplying invoices without a purchase order number may result in non-payment by the Customer.

3. DELIVERY AND PACKAGING

3.1 Delivery and performance deadlines are a material condition of this Contract. The deadlines specified on the Orders shall refer to Goods delivered to the Delivery Point and/or Services completed, and may not be shortened or extended without prior agreement of the parties. The Supplier must notify the Customer promptly if it knows, or suspects, that the Order will not be able to be delivered by the date specified on the Order. The Supplier must take all reasonable steps to minimise any delay to the delivery.

3.2 In the event that the Supplier fails to meet any deadline specified in the Order, then without limiting any other remedy to which the Customer may be entitled, the Customer may at its discretion and without liability immediately terminate the Contract by providing the Supplier with written notice effective immediately.

3.3 Should the Supplier be unable to meet the technical requirements of the Order as specified in clause 3.1 above or if Supplies ordered are rejected or returned due to the circumstances set out in this clause 3, the Supplier must reimburse all monies already paid to the Supplier in respect of that Order and, on request, the reasonable costs the Customer incurs to compensate for the Supplier's failure (including the cost of fulfilling the Order from a third party) and the Customer will not be obliged to pay any further amounts. The Customer also reserves the right to claim damages in this event.

3.4 All deliveries must be made to the Customer or to any other place stipulated by the Customer. They must be delivered with a delivery slip signed off by a Customer representative indicating at least the purchase order number and details of the delivery per item with the relevant references and quantities, unless otherwise mutually agreed. The parties acknowledge and agree that by signing off on the delivery slip, the Customer is not accepting the Supplies, which remain subject to the Customer's subsequent inspection of the Supplies.

The Supplier is responsible for the packaging of the Goods which must enable them to be transported, handled and stored without damage and compliant with all applicable laws. It must also be adapted to any requirements of use by the Customer, stipulated, in any Order.

3.5 When delivering the Goods the Supplier must:

- a. deliver the Goods in a safe and lawful manner;
- b. deliver the Goods during normal business hours, or a specific time agreed with the Customer;
- c. use best endeavours to avoid interference with or disruption to Customer's operations at the Delivery Point; and
- d. comply with Customer's requirements as to access to the Delivery Point.

3.6 The Customer reserves the right to refuse any supply of Goods and/or Services even after delivery or receipt, if such Supplies do not conform to the Order (including by over-supply) without limiting the damages or other remedies that the Customer may be entitled to claim as a result of such non-conformity.

3.7 Without limiting Customer's other rights and remedies under the Contract, applicable laws or otherwise, if a defect is noticed when the Supplies are used and/or delivered, such Supplies must, if required by Customer and at Customer's option, be replaced and/or redelivered by the Supplier free of charge. Any Supplies refused because they do not conform to the Order or due to a defect will be made available and/or advised to the Supplier. Customer may (but is not obliged to) forward or return any non-conforming or defective Supplies to the Supplier at the

Supplier's risk and expense, including costs of packaging.

3.8 The Customer is not required to accept partial deliveries or performance, but may do so in its discretion. If the Supplier delivers less than the required volume of Supplies in the Order, the Customer may either:

- a. adjust the Order to cancel the volume of Supplies that has not been delivered; or
- b. require the Supplier to promptly take steps to deliver the missing or replacement stock to Customer as soon as reasonably practicable.

4. RISK AND TITLE:

4.1 Unless otherwise agreed between the parties in writing, title to the Supplies transfers to the Customer upon the earlier of:

- a. payment for the Supplies (whether in part or in full); or
- b. delivery of the Supplies at the Delivery Point.

4.2 The Supplies must be free of all charges, encumbrances and other adverse interests.

4.3 Any retention of title by the Supplier is expressly excluded. The Supplier may not claim or register any interest (including any Security Interest) in the Supplies.

4.4 Risk in the Supplies passes to the Customer upon delivery of the Supplies at the Delivery Point in accordance with these General Terms.

5. PRICE AND PAYMENT

5.1 Unless the Customer expressly agrees otherwise, the prices indicated are stipulated in Australian Dollars.

5.2 Unless otherwise confirmed in writing by the Customer, the prices include the costs of carriage and delivery to the Delivery Point and packaging for Supplies delivered in compliance with clause 3. If the Supplier accepts an Order in accordance with clauses 2.4 or 2.5, it must supply the Supplies at the price shown in the Order, unless otherwise agreed in writing.

5.3 The Supplier must hold and provide to the Customer a valid Australian Business Number (or equivalent international company and/or tax registration number) and confirm to the Customer whether the Supplier is registered or required to be registered for GST purposes (or equivalent tax regulation) before any payment is required to be made by the Customer for any Supplies.

5.4 If the Customer is required by law or otherwise by a governmental agency to withhold or deduct an amount in respect of Tax from any amount payable to the Supplier by the Customer, the Customer may deduct an amount equal to the Tax from the amount payable to the Supplier and pay the amount otherwise payable less the amount deducted in accordance with this clause 5.4 to the Supplier in full satisfaction of the amount otherwise payable. Customer will pay or remit an amount equal to any amount deducted in accordance with this clause 5.4 to the relevant government agency in accordance with the applicable law.

5.5 The undisputed portion of the price for the Supplies is payable by the Customer within thirty (30) days from the end of the month following the date upon which the Supplier's valid tax invoice is received by the Customer, subject to the Supplies being received and/or delivered, unless otherwise agreed by the Customer and Supplier.

5.6 The Supplier must promptly provide any information reasonably requested by the Customer in relation to any invoice.

5.7 A valid tax invoice must be sent directly to the Customer's accounts team by email to the email address notified by the Customer from time to time in PDF format, immediately following delivery of the Supplies. The invoices must include: (a) the purchase order number; (b) the delivery slip numbers (if applicable), (c) the detailed description of the Supplies supplied including quantities or any other details, (d) all other wording required by law, and (e) any other information reasonably requested in writing from time to time by the Customer.

5.8 The Supplier may not, wholly or partially suspend, cancel or withdraw the provision of the Supplies or terminate an Order or the

Contract if an invoice is disputed.

5.9 The Customer may set-off any monies payable by the Supplier to the Customer against any monies owing by the Customer to the Supplier.

6. GST

6.1 In this clause 6:

- a. **GST** means GST as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended (GST Act) or any replacement or other relevant legislation and regulations;
- b. words or expressions used in this clause which have a particular meaning in the GST law (as defined in the GST Act), any applicable legislative determinations and Australian Taxation Office public rulings, have the same meaning, unless the context otherwise requires;
- c. any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member; and
- d. any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member.

6.2 Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.

6.3 To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time as the GST exclusive consideration is to be paid or provided.

6.4 A party's right to payment under clause 6.3 is subject to a valid tax invoice being delivered by the supplier to the recipient of the taxable supply.

6.5 To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

6.6 If an adjustment event occurs in respect of a supply made under or in connection with this Agreement:

- a. the supplier must notify the recipient of the refund, credit or further amount payable on account of GST by the supplier issuing to the recipient an adjustment note (or by cancelling the earlier tax invoice and issuing a replacement tax invoice) within 5 Business Days of becoming aware of the adjustment event; and
- b. the supplier must provide a refund or credit to the recipient, or the recipient must pay a further amount to the supplier, in accordance with the adjustment note or replacement tax invoice issued under sub clause 6.6(a) of this clause 7 within 10 Business Days of receipt of the adjustment note or replacement tax invoice.

7. INSURANCE

7.1 The Supplier must obtain and maintain at all times the following coverage:

- a. workers' compensation insurance as required by law; and
- b. combined product and public liability insurance for the amount of \$20 million for any one claim or series of claims arising out of the one event;
- c. industrial special risk insurance; and
- d. where the Customer deems it relevant, acting reasonably:
 - i. transit insurance;
 - ii. construction all risk insurance;
 - iii. professional indemnity insurance for an amount of up to \$5 million for any one claim or series of claims arising out of the one event; and
 - iv. motor vehicle insurance.

7.2 Any insurance held and maintained by the Supplier must be with a reputable insurer with a presence in Australia.

7.3 In respect of any policy of insurance which is 'claims made' or 'claims made and notified' insurance the Supplier must maintain such insurance for a period of six (6) years after expiration or termination of the Contract.

7.4 The Supplier must produce evidence to the Customer upon request that the insurances required by this clause 7 have been effected and maintained.

8. WARRANTY AND INDEMNITY

8.1 All conditions and warranties implied or imposed by law in favour of the purchaser of Supplies will apply to their full extent.

The Supplier warrants that:

- a. it has the expertise, resources and skill necessary to provide the Supplies;
- b. the Supplies comply with any applicable specifications;
- c. the Supplies are fit for the purposes for which they are supplied;
- d. the Goods will be new and free from defects in materials and workmanship and manufacturing defects;
- e. if required by Customer and without limiting Customer's other rights and remedies under applicable laws, the Contract or otherwise, the Supplier will, at Customer's option, either at its cost replace all Goods that fail because of, or are not free from manufacturing, workmanship or material defects, or pay the cost of having the Goods replaced;
- f. the Supplies are provided with due care and skill and in a professional, punctual and diligent manner;
- g. all orders will be delivered on the date specified in the Order;
- h. it will comply with all the Customer's policies and procedures made known to it from time to time, including but not limited to the Customer's Supplier Code of Conduct (<https://5b.co/supplier-code-of-conduct>); and
- i. all work carried out in providing the Supplies will be in accordance with all applicable laws, rules and regulations.

8.2 The Supplier indemnifies and keeps indemnified the Customer and its Group and their employees and agents against any loss, damage, claim, action or expense (including, without limitation, reasonable legal expenses) which the Customer and its related companies and their employees and agents suffer or sustain as a direct or indirect result of:

- a. any breach of warranty given by the Supplier in these General Terms or an Order;
- b. the provision of any Supplies which do not meet the specifications set out in an Order;
- c. any wilful or negligent act or failure to act by the Supplier or its employees, agents, officers or contractors;
- d. any claim or demand by any person for infringement of Intellectual Property Rights arising directly or indirectly from the supply of the Supplies; or
- e. any claim arising from a data breach, security breach, breach of confidentiality or fraud.

8.3 The Customer indemnifies and keeps and indemnified the Supplier and its Group and their employees and agents against any loss, damage, claim, action or expense (including, without limitation, reasonable legal expenses) which the Supplier and its related companies and their employees and agents suffer or sustain as a direct or indirect result of any claim or demand by any person for infringement of Intellectual Property Rights arising directly or indirectly from the Supplier's use of any intellectual property provided by the Customer to the Supplier for the purpose of the Supplies.

8.4 Each party's liability to the other party under clauses 8.2 and 8.3 respectively will be reduced proportionately to the extent (if any) that the loss or liability was caused or contributed to by the act or omission of the claiming party.

9. ANNOUNCEMENTS

The Supplier must not make any press or other announcements relating to this Contract and the other transactions the subject of the Contract without the Supplier's prior written approval,

10. CONFIDENTIAL INFORMATION

10.1 The Supplier must keep confidential all information or materials belonging to the Customer or in the Customer's possession which the Supplier obtains or accesses as a result of providing the Supplies, attending the Customer's premises or otherwise. If the Supplier is uncertain of the confidentiality of any information or material, it must treat the information or material as confidential. The Supplier must take all precautions to keep all the Customer confidential information confidential and to ensure that such information is not used other than for the purposes of fulfilling an Order to the Customer. The Supplier must not, and must ensure its employees, subcontractors and suppliers do not, disclose any the Customer confidential information to any third party (intentionally or otherwise).

10.2 The Supplier must protect the Customer's confidential information and must, in particular, take all precautions so that the specifications, formulas, drawings, plans, methods, documents or any other element, concerning the Orders or projects, are not used other than for the purposes of fulfilling an Order to the Customer and that they are not disclosed or brought to the attention of a third party (whether intentionally or otherwise) by itself, or by employees, subcontractors and suppliers thereof.

11. INTELLECTUAL PROPERTY

11.1 Unless otherwise agreed, all Intellectual Property Rights specifically created for the Customer in any of the Supplies ordered or modifications of such Supplies, are assigned by the Supplier to the Customer immediately upon creation, and the Supplier will sign all documents and do anything reasonably required by the Customer to give effect to the assignment of the Intellectual Property Rights. For the avoidance of doubt, this clause also applies to all Intellectual Property Rights specifically created for the Customer prior to the placement of any Order. The Supplier must cease using and return

11.2 Unless otherwise expressly agreed, in respect of all other Supplies ordered that are not dealt with in the preceding paragraph, the Supplier grants the Customer an irrevocable, perpetual, transferable, royalty-free world-wide licence to use all Intellectual Property Rights subsisting in such Supplies for any purpose, including for advertising and promotional purposes.

11.3 The Supplier must procure from the author of any Supplies written, genuine and freely given irrevocable and unconditional consents for the Customer, its licensees, assignees and successors in title to do anything in relation to the Supplies encompassed by that person's moral rights (or other non-assignable rights) in connection with the exploitation and use by the Customer, its licensees, assignees and successors in title of those Supplies or improvements to Supplies, as the case may be. The Supplier must provide evidence of such consent/s upon request from the Customer.

11.4 The Supplier warrants that:

- a. it has the right to assign and license the Intellectual Property Rights in the Supplies in accordance with this clause; and
- b. the Supplies do not, of themselves or through their use, infringe any rights (including Intellectual Property Rights) of any other person or third party.

11.5 All Intellectual Property Rights of the Customer shall remain the property of the Customer. The Supplier agrees that it will not use the Customer's Intellectual Property Rights in any manner whatsoever without the prior written consent of the Customer. If Customer permits Supplier to use any software, information, documents or other information or items in which Customer has Intellectual Property Rights the Supplier must cease using or if directed to do so by the Customer, return or destroy such intellectual property when requested to do so by Customer.

12. SUBCONTRACTING AND MODERN SLAVERY

12.1 Orders may not be fulfilled by a subcontractor in whole or in part, without the Customer's prior, written approval.

12.2 The Supplier expressly warrants that it complies with all laws, regulations and other applicable provisions in relation to the provision of the Supplies to the Customer, including, without limitation all applicable taxation laws and laws relating to workplace relations (including any industrial instruments) and occupational health and safety.

12.3 If requested by the Customer, the Supplier agrees to produce, as at the time of the conclusion of the Order, any documents required by Customer to establish the Supplier's compliance by the Supplier with its tax and labour obligations. Such obligation shall be deemed to be material and the failure to provide such documents will constitute grounds for the Customer to immediately terminate the relationship with the Supplier or the Contract.

12.4 The Supplier must:

- a. not cause Modern Slavery and shall proactively seek to identify and address risks that it has caused, contributed to or is connected with Modern Slavery (including in its business operations and supply chains), and keep sufficient records of its action evidencing its compliance with this clause 12.4(a); and
- b. provide any information reasonably requested by the Customer to confirm the Supplier's compliance with this clause 12; and
- c. permit the Customer or any person acting on behalf of the Customer to conduct on-site audits for the purpose of its Modern Slavery reporting obligations; and
- d. immediately notify the Customer of any actual, reasonably suspected or anticipated breach of this clause 12, giving full details of such breach.

12.5 The Supplier warrants on a continuing basis that:

- a. it will comply with all requests from the Customer relating to the Customer's Modern Slavery reporting requirements and relevant audit requests; and
- b. it will notify the Customer promptly upon becoming aware of any incident, complaint, allegation or risk that it, or any entity in its supply chain or connected to its business operations, has caused, contributed to, or may be connected with, Modern Slavery.

13. Sanctions

13.1 The Supplier warrants that:

- a. it is not the target of any Economic Sanctions;
- b. to the best of its knowledge, it is not controlled or beneficially owned by any person subject to Economic Sanctions;
- c. it shall comply with all laws, regulations, or decisions in relation to Economic Sanctions; and
- d. it is not engaged in any proceedings or subject to any investigations from authorities for the alleged breach of any laws or regulations relating to Economic Sanctions.

13.2 For the purposes of this clause "Economic Sanctions" means any economic sanctions, restrictive measures or trade embargoes adopted by the UN Security Council, the European Union, the United States of America or any other sovereign government.

14. Privacy and Data Protection

14.1 Without limiting clause 14.2, the Supplier agrees that in relation to personal information that it accesses in providing Services to the Customer or its clients, it will treat such information in accordance with the Australian Privacy Principles of the *Privacy Act 1988* (Cth) and in accordance with the Customer's privacy policy, as notified to the Supplier from time to time.

14.2 Each Party to the Contract shall implement any relevant measure intended to protect the integrity and confidentiality of the personal information provided by the other Party. Where such data is considered personal data according to the laws governing the processing of personal data, each Party shall comply with the laws that concern them.

15. TERMINATION AND SURVIVAL

15.1 Either party may terminate the Contract (without prejudice to any accrued rights or remedies it may have):

- a. immediately upon written notice if:
 - i. the other party is in breach of any term of the Contract and the breaching party has failed to remedy the breach where it is capable of remedy within 14 days of being advised to do so in writing;
 - ii. the other party suffers an Insolvency Event; or
- b. otherwise in accordance with its rights under the Contract.

15.2 The obligations and warranties contained in clauses 8, 9, 10 and 11 or any other clause which is intended to survive the termination or expiry of the Contract will survive the termination or expiration of this Contract and continue to be enforceable.

16. ASSIGNMENT

16.1 The Customer may assign, novate or otherwise transfer all or part of rights and obligations under Orders or the Contract.

16.2 The Supplier may not assign or otherwise deal with its rights and obligations under any Contract without the prior written consent of the Customer.

17. DISPUTE RESOLUTION

17.1 The parties expressly agree to attempt to resolve any difference in an amicable manner between themselves promptly following the notification of a dispute by either party. If the dispute cannot be resolved by discussion between representatives of either party within 10 Business Days, either party may seek recourse to alternative dispute resolution procedures such as but not limited to, mediation, the costs of which will be shared equally between the parties.

18. GENERAL

18.1 In performing the services, the Supplier is an independent contractor to the Customer and not an agent, partner or employee. The Supplier acknowledges that the Customer will not be responsible to the Supplier for any employee entitlements or benefits of any kind.

18.2 Neither party may pledge the credit of the other nor represent to anyone that it has any power or authority to incur any obligation of any nature on behalf of the other party.

18.3 The Customer may amend or replace these General Terms from time to time by giving 14 days' notice to Supplier. No variation of the terms of the Contract will be effective unless agreed in writing and signed by the Customer.

18.4 This Contract is governed by the laws of New South Wales, Australia and each party submits to the exclusive jurisdiction of the courts of New South Wales.

18.5 This Contract is the entire agreement and understanding between the parties on everything connected with the subject matter of the Contract; and supersedes any prior agreement or understanding on anything connected with that subject matter.

18.6 A notice or other communication connected with this Contract (Notice) has no legal effect unless it is in writing.

18.7 In addition to any other method of service provided by law, the Notice may be:

- a. sent by prepaid priority post to; or
- b. delivered at the address of the addressee set out in this Contract or subsequently notified; or
- c. sent by email to the email address of the addressee notified by the addressee on or about the date of the Contract, or subsequently notified.

18.8 If the Notice is sent or delivered in a manner provided by clause 18.6, it must be treated as given to and received by the party to which it is addressed:

- a. if sent by post, on the 3rd Business Day (at the address to which it is posted) after posting;
- b. if sent by email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business

Day at the place of receipt; or

- c. if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

18.9 By accepting Orders for the Supplies from the Supplier or signing these General Terms or any document confirming its acceptance of these General Terms (whichever occurs first) Supplier agrees to be legally bound by these General Terms.