

GENERAL CONDITIONS OF RENTAL AND ASSOCIATED SERVICES

Scottech Oilfield Services Pty Ltd ABN 72 009 466 111

1. DEFINITIONS

- 1.1 **"Associated Entity"** has the meaning given to it in the *Corporations Act 2001* (Cth).
- 1.2 **"Business Day"** means any day that is not a Saturday, Sunday or a public holiday in Western Australia [INSERT].
- 1.3 **"Confidential Information"** shall include, but not be limited to, any and all commercial, technical and other information and data in whatever form, technical solutions, know-how, customer lists, contracts, drawings, descriptions, specifications, studies, interpretations, business practices, proposed products and services, commercial information and data, strategic plans or details, calculations, market plans, and all other technical or commercial information of or related to a Party and information received from others which the disclosing Party is obligated to treat as confidential. Confidential Information shall not include information that the receiving Party can clearly document;
 - (i) is or subsequently becomes publicly available without the receiving Party's breach of any obligation; or
 - (ii) became known to or was in the possession of the receiving Party prior to the disclosing Party's disclosure of such information to the receiving Party; or
 - (iii) became known to the receiving Party from a source other than the disclosing; or
 - (iv) Party other than by the breach of an obligation of confidentiality owed to the disclosing Party; or
 - (v) is required to be disclosed to comply with applicable law, in which case the relevant Party shall give the other Party prompt written notice and the exception from the confidentiality obligation shall apply solely to the extent required in order for the relevant Party to comply with such law.
- 1.4 **"Consequential Loss"** shall include, but are not limited to, loss of earnings, loss of profit or anticipated profit, loss of production, loss of use and other indirect and consequential losses or damages.
- 1.5 **"Contract"** shall mean any understanding between Customer and Contractor regarding Customer's rental of Equipment (and, as applicable, purchase of Services) from the Customer, whether such rental (and, as applicable, purchase of Services) is agreed in writing, orally, by Contractor's confirmation of a purchase order from the Customer, by Customer's acceptance of a quotation from Contractor, or otherwise. If between Contractor and Customer several purchase orders, accepted quotations or otherwise are agreed, each purchase order and accepted quotation shall form basis of one Contract.
- 1.6 **"Contractor"** shall mean Scottech Oilfield Services Pty Ltd ABN 72 009 466 111.
- 1.7 **"Contractor Group"** shall mean Contractor, an Associated Entity, a Related Body Corporate, its subcontractors and their contractors and subcontractors of any tier, together with personnel of the aforementioned companies to the extent they are participating in the deliveries and/or performance under the Contract.
- 1.8 **"Customer"** shall mean the party or parties contracting to rent Equipment and/or purchase Services from Contractor pursuant to the Contract.
- 1.9 **"Customer Group"** shall mean Customer, an Associated Entity, a Related Body Corporate, its subcontractors and their contractors and subcontractors of any tier, customer group included in Customer's superior contract, together with personnel of the aforementioned companies to the extent involved in a project where the Equipment and/or Services are used and others who use the Equipment and/or Services.
- 1.10 **"Equipment"** shall mean the equipment which Contractor shall deliver for rental to Customer according to the Contract and parts thereof.
- 1.11 **"Force Majeure"** shall mean an occurrence beyond a Party's control which makes the performance of that Party's obligations under the Contract impossible, provided that such Party could not have reasonably foreseen such occurrence at the time of entering into the Contract and could not have reasonably avoided or overcome it or its consequences.
- 1.12 **"Foreground IPR"** shall mean all IPR obtained, generated, developed or created in connection with or otherwise based upon or derived from the Customers' use and/or rental of the Equipment/Services and which is related to the Equipment/Services and/or use of the Equipment/Services.
- 1.13 **"Group"** shall mean Contractor Group or Company Group, as the case may be.
- 1.14 **"GST"** has the meaning given to it in the GST Law.
- 1.15 **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time.
- 1.16 **"GST Law"** means the GST Act and any associated legislation including without limitation delegated legislation.
- 1.17 **"Insolvency Event"** means:
 - (i) the affected party becomes insolvent, or is deemed insolvent under any statute, or admits its inability to pay its debts as they fall due; or
 - (ii) a liquidator or provisional liquidator is appointed to the affected party, any resolution is passed or other action is taken for the winding up or dissolution of the affected party, or a petition is presented to wind up the affected party, except in the course of a scheme of reconstruction or amalgamation whilst solvent; or
 - (iii) any proceeding or arrangement occurs by which all or any part of the assets of the affected party are submitted to the control of its creditors, or the affected party makes an assignment for the benefit of creditors, or enters into any compromise with creditors; or
 - (iv) there is appointed a trustee, administrator, receiver, receiver and manager to assets of the affected party; or
 - (v) the affected party is placed under official management; or
 - (vi) if the affected party is an individual or a partnership including an individual person, if that person:
 - (a) commits an act of bankruptcy;
 - (b) has a bankruptcy petition presented against him or her or presents his or her own petition;
 - (c) is made bankrupt;
 - (d) makes a proposal for a scheme of arrangement or a composition; or
 - (e) has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the

- Bankruptcy Act 1966* (Cth) or like provision under the law governing the Contract.
- 1.18 **“IPR”** shall include, but not be limited to, (a) patents, patent applications, inventions, designs, and other similar rights, (b) trademarks, service marks, trade names, trade dresses, domain names, logos, corporate names, the style of presentations (c) copyrights (including but not limited to software, source and object code, technical drawings, databases, documentations, manuals and specifications), (d) know-how, confidential or proprietary industrial and commercial information and techniques in any form, including drawings, formulae, test results, reports, testing procedures, prototypes, instruction and training manuals, tables of operating conditions and other trade secrets and/or non-publicly available know-how of commercial nature, and (e) any other intellectual property right, whether registered or not, including any registration or application for registration of such rights anywhere in the world. This also includes the right to amend, assign, license, transfer, further develop or carry out any actually or legal act/position in relation to such IPR.
- 1.19 **“Legislative Requirements”** means legislation and subordinate legislation of the Commonwealth of Australia or the State or Territory applicable to the Services and rental of Equipment, and any instruments made under such legislation or subordinate legislation.
- 1.20 **“Registered”** has the meaning given to it in the GST Law.
- 1.21 **“Rental Commencement Date”** shall mean the date on which the Parties have agreed that the Equipment shall be collected by the Customer (or its transporter) at the Contractor’s facilities, or be sent to the Customer (as the case may be), or, if earlier, the date on which the Equipment was actually collected or sent.
- 1.22 **“Rental End Date”** shall mean the agreed date on which the Equipment shall be returned to the Contractor’s facilities or, if later, the date on which the Equipment is actually received by the Contractor.
- 1.23 **“Rental Period”** shall mean the period starting on and including the Rental Commencement Date and ending on and including the Rental End Date.
- 1.24 **“Related Body Corporate”** has the meaning given to it in the *Corporations Act 2001* (Cth). **“Parties”** shall mean both Contractor and Company.
- 1.25 **“Party”** shall mean Contractor or Company, as the case may be.
- 1.26 **“PPSA”** means the *Personal Property Securities Act 2009* (Cth).
- 1.27 **“PPS Law”** means the PPSA and any regulations made at any time under the PPSA as amended from time to time.
- 1.28 **“Sanctions”** means any laws or regulations adopted, maintained or enforced by Australia, the United Nations, European Union or the United States of America directed at prohibiting or restricting dealings with certain countries, territories, governments or specially designated persons or entities.
- 1.29 **“Sanctions List”** means any list of sanctioned individuals, entities, governments, countries, or territories adopted, maintained, or enforced under any Sanctions (including, without limitation, the United States List of Specially Designated Nationals and Blocked Persons, the United States Entity List, the European Union financial sanctions lists, and any list of parties designated for financial sanctions under United Nations Security Council Resolutions).
- 1.30 **“Security Interest”** has the meaning given to it in the PPSA.
- 1.31 **“Services”** shall include services of whatever type which Contractor has agreed to provide to Customer under the Contract.

- 1.32 **“Supply”** has the meaning given to it in the GST Law.
- 1.33 **“Tax Invoice”** has the meaning given to it in the GST Law.

2. APPLICABILITY, PRIORITY

- 2.1 These general conditions shall, unless otherwise agreed in writing, apply to any Contract regarding the rental of Equipment and/or the provision of Services from Contractor to Customer. In case of conflict between the terms of the Contract and these general conditions, the Contract shall prevail.

3. DELIVERY AND RETURN

3.1 Delivery

- 3.1.1 Contractor shall ensure that the Equipment is ready for collection by Customer at the agreed place of delivery or, if agreed in writing, despatch the Equipment to such address as specified by Customer, at the agreed date of delivery. The Equipment shall be clean, maintained, in operational condition, and accompanied by the applicable user manual.
- 3.1.2 If the Parties have agreed that the Equipment (or parts thereof) shall be collected by Customer (or its transporter) at Contractor’s facilities and such collection does not take place at the agreed date, Customer shall, in addition to payment of rental rate, be liable for any costs and/or losses incurred by Contractor in connection therewith (for instance storage costs).
- 3.1.3 Customer shall at collection/upon receipt (as applicable) of the Equipment thoroughly inspect the Equipment. If the Equipment or parts thereof is not in the agreed condition, Customer shall promptly notify Contractor thereof. If Contractor has not received such notice within three (3) business days from the date of actual delivery the Equipment shall be deemed to have been delivered in the agreed condition.

3.2 Return

- 3.2.1 The Equipment shall be returned at the agreed place and date of return.
- 3.2.2 The Equipment shall be returned in a cleaned condition. Unless otherwise agreed, the term “cleaned condition” shall mean that used filters have been removed and that the Equipment is emptied and flushed through with clean water. If the Equipment is not in a cleaned condition, Contractor shall be entitled to charge Customer for any time spent and costs incurred in connection with the cleaning of the Equipment, including but not limited to the cost of destruction of any used filters.

4. SERVICES

- 4.1 Contractor shall perform the Services in a professional and careful manner. Contractor shall give priority to safety in order to protect life, health, property and environment.
- 4.2 Contractor shall perform all Services as an independent contractor. Neither Contractor nor its agents or employees shall be considered agents or employees of Customer.

5. EMERGENCY TELEPHONE NUMBER AND CUSTOMER SUPPORT

- 5.1 Contractor offers support for the Equipment outside normal business hours. Telephone support is free of charge. If the support requires a call-out, Customer shall be invoiced for all costs relating to transportation/travel and time spent in returning the Equipment to an operational condition, such time to be invoiced in accordance with Contractor’s standard hourly rates, except where the fault is due to a defect, in which case the provisions of Article 10.2 apply, unless otherwise agreed.

6. COMPENSATION

6.1 Rental of Equipment

- 6.1.1 Unless otherwise agreed, the rental price payable by Customer for rental of the Equipment shall be the agreed daily rental rate agreed for the specific Equipment (or part thereof) multiplied by the number of days of the Rental Period.
- 6.1.2 Unless otherwise agreed, any costs accrued in connection with the Equipment during the Rental Period, including but not limited to transportation from/to the Contractor's facilities, insurances, operation and maintenance, shall be covered by Customer.
- 6.1.3 If Customer reserves Equipment (which reservation shall be subject to Contractor's acceptance) a standby rate of 50% of the rental rate for the relevant Equipment (or part thereof) shall be payable from the date of reservation and until the Rental Period starts (upon which regular rental rates shall apply).
- 6.1.4 In addition to the agreed rental price, Customer shall pay all taxes and charges (including without limitation any applicable GST) applicable to the rental.

6.2 Services

- 6.2.1 Unless otherwise agreed, the compensation of the Services shall be calculated on a reimbursable basis at the rates specified in the Contract. Such rates are exclusive of any applicable GST unless the Contract expressly provides otherwise. Unless otherwise agreed, any costs in relation to transportation from/to the Contractor's facilities and board and lodging, onshore and offshore, shall be covered by Customer.

6.3 Changed or new Legislative Requirements

- 6.3.1 Should, at any time after the date of the Contract, changed or new Legislative Requirements have become or be due to become effective, and such changed or new Legislative Requirements directly affect the cost of the whole or any part of the Equipment (including delivery thereof and other associated costs) or Services, for instance (without limitation) by reason of any new or increased rates, duties, or taxes payable by Contractor, Contractor shall have the right to a corresponding increase of the compensation. If the changed or new Legislative Requirements impact the agreed delivery of the Equipment or schedule of the Services, the agreed delivery and/or schedule shall automatically be extended accordingly.

7. TERMS OF PAYMENT

- 7.1 Unless otherwise agreed, Contractor shall submit invoices on a monthly basis on and from the last Business Day of each month in arrears.
- 7.2 Payment shall be made in full by Customer by (thirty) 30 days after receipt of an invoice, or as otherwise agreed.
- 7.3 In the event of late payment, interest on late payment is charged at 8% per annum of the outstanding amount and reminder fees. Contractor has the right to suspend the performance of its contractual obligations until full payment has been received, including to require the Equipment to be returned, and/or to terminate the Contract pursuant to Article 16.

8. CUSTOMER'S DUTY OF CARE

- 8.1 Customer shall ensure that the Equipment is handled and used in compliance with laws and regulations, user manuals and Contractor's instructions, and otherwise with due care. Customer shall ensure that the Equipment is handled only by personnel who have received training in handling and use of

the Equipment and thereby have the necessary skills to handle and use it correctly and avoid subjecting themselves and others to harm.

- 8.2 Customer shall ensure that the Equipment is used only for its intended purpose(s) and under normal conditions. The stated capacity of the Equipment shall not be exceeded. Any use which will subject the Equipment to particular environmental pressure must be agreed in writing and shall be subject to any special preventive measures prescribed by Contractor, the prices for which measures shall be agreed in writing.
- 8.3 Customer shall at all times protect the Equipment in the best possible manner, be it from external forces, theft, loss or damage, wear and tear or otherwise, whether such Equipment is under transportation, in storage, in use or otherwise. Customer shall ensure that the Equipment is protected at all times and not placed at a location where it could be damaged or otherwise impaired by external influences. Customer shall inspect the Equipment on a daily basis, whether in use or not.
- 8.4 Without prejudice to Customer's obligation to perform ordinary maintenance in accordance with user manuals and Contractor's instructions, Customer shall not make any modifications, amendments or other changes or additions to the Equipment, and shall ensure that no such modifications, amendments, changes or additions are made to the Equipment by others during the Rental Period.
- 8.5 Unless otherwise agreed, the Equipment shall not be moved outside Australia. Customer shall upon Contractor's request grant Contractor access to the Equipment for inspection and shall keep Customer informed about where the Equipment is located during the Rental Period.

9. LOSS OF OR DAMAGE TO THE EQUIPMENT; DELAYED RETURN

- 9.1 The Equipment shall at the Rental End Date be in the same condition as it was on the Rental Commencement Date, except that normal wear and tear will be accepted.
- 9.2 If during the Rental Period the Equipment becomes lost, damaged, or otherwise impaired, or the Equipment functions unsatisfactorily, Customer shall immediately notify the Contractor. Any Equipment which becomes damaged, impaired, or functions unsatisfactorily shall be taken out of service immediately.
- 9.3 Customer shall not perform any maintenance, repair or replacement of the Equipment without the prior written consent of Contractor, except for ordinary maintenance, repair or replacement in accordance with user manuals and Contractor's instructions. The rental rate includes repair and/or replacement of the Equipment if and to the extent required due to normal wear and tear. Any costs associated with dismantling and/or return of the Equipment to Contractor's facilities and/or costs of transportation and accommodation of Contractor personnel in connection therewith shall be at the cost of Customer. For the sake of clarity, without limitation, should the Equipment become lost, damaged or otherwise impaired for any other reason than normal wear and tear, Customer shall be liable for any and all costs, losses and claims incurred by Contractor in connection therewith.
- 9.4 If the Equipment (or parts thereof) has not returned to Contractor at the agreed date of return, the applicable rental rate shall continue to incur. If by thirty (30) days after the agreed date of return such Equipment still has not returned, Contractor may, at its option, charge Customer for the replacement costs of the relevant Equipment, without any deductions. The

Contractor shall in such case provide written notification of its decision to charge replacement cost. After the date of such notification, no further rental rate shall apply. In addition to rental rate and/or replacement cost, the Customer shall cover any costs, losses and damages incurred by Contractor as a result of the delayed return (for instance liquidated damages payable by Contractor to Contractor's next customer). The Contractor shall use reasonable efforts to minimise such costs, losses and damages.

10. CONTRACTOR'S BREACH OF CONTRACT

10.1 Delay

- 10.1.1 Contractor is in delay if, for Equipment rental, Contractor is unable to make available the Equipment at the agreed date, or for Services, Contractor is unable to complete the Services within the agreed time limits, provided (in both situations) that the delay is due to circumstances which Contractor is responsible for.
- 10.1.2 If Contractor is in delay, Customer is, starting on the tenth business day after the day on which the delay occurred, entitled to claim liquidated damages. The daily liquidated damages shall, unless otherwise agreed in writing, be 0.15 % of the relevant purchase order price for each day of delay, up to a maximum of 5% of the relevant purchase order price. If the delay concerns only part of the Contract, the liquidated damages and the maximum payment shall be calculated on the part of the purchase order price which is directly attributable to the part of the Equipment and/or Services delayed. If the Services, despite the delay, are completed within the agreed schedule, Company is not entitled to liquidated damages.
- 10.1.3 Any claim for liquidated damages must be notified to Contractor within thirty (30) days after the delay has occurred. In the absence of such notification, the Customer's right to claim shall be barred and the Contractor will have no liability in respect of any such delay.
- 10.1.4 Claim for liquidated damages is, apart from Customer's right to terminate the Contract according to Article 16, Customer's sole remedy in the event of Contractor's delay.

10.2 Defective Equipment

- 10.2.1 The Equipment has a defect if it is not in the agreed condition at delivery, provided that the deviation from the agreed condition materially affects the use and/or performance of the Equipment. For the avoidance of doubt, Contractor does not warrant that the Equipment will satisfy the needs of Customer and shall have no responsibility or liability for the results achieved by the Equipment, such as the quality of the fluids after filtering or for the capacity of the filters. If Customer has not within three (3) business days given notice to Contractor of a potential defect, the Equipment shall be deemed to have been non-defective at delivery.
- 10.2.2 Customer's sole remedy for defective Equipment shall be to require re-delivery or rectification of the Equipment, at Contractor's choice, at the cost of Contractor. Notwithstanding the foregoing, Customer shall cover any offshore dismantling, demobilisation and mobilisation costs and similar associated costs.

10.3 Defective Services

- 10.3.1 The Services are defective if they substantially deviate from the agreed standard of quality. If Customer has not notified Contractor of the defect, including a specific description thereof, within three (3) business days after the day on which

the Customer discovered or ought to have discovered the defect, the Services shall be deemed to be non-defective.

- 10.3.2 Customer's sole remedy for defective Services shall be to require reperformance, which reperformance shall be conducted within a reasonable time at the cost of Contractor. Notwithstanding the foregoing, Customer shall cover offshore transportation, board and lodging and any costs relating to dismantling, demobilisation and/or mobilisation of any equipment and material and similar associated costs.

11. LIMITATION OF LIABILITY

- 11.1 Contractor's total liability for any kind of breach of Contract, regardless of whether the Contract is terminated or not, shall be limited to 10% of the relevant purchase order price. This applies regardless of any form of liability, whether strict or by negligence in whatever form, including gross negligence, on the part of Contractor Group, but shall exclude wilful misconduct.

12. INDEMNITIES

12.1 Equipment

- 12.1.1 All risk and responsibility for the Equipment is transferred to Customer for the Rental Period. This means, inter alia, that Customer is responsible for and shall indemnify and hold Contractor Group harmless from and against any damage to and loss of the Equipment occurred during the Rental period, no matter the reason, and from and against any cost, damage, loss and claim arising out of or in relation to the Equipment during the Rental Period (whether in connection with its transportation, handling, storage, positioning, demobilisation, use or otherwise), including but not limited to cost, damage, loss and claim relating to personal injury to, illness or loss of life of any personnel of the Customer Group and third parties, loss of or damage to any property of the Customer Group and third parties, pollution damage, and Consequential Loss of Customer Group and Contractor Group. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of Contractor Group, except in the case of wilful misconduct by senior managerial personnel of the Contractor Group.

12.2 Services

- 12.2.1 Subject to Article 12.1, each Party shall indemnify and hold the other Party and its Group harmless from and against any claim concerning:
 - (a) personal injury to, illness or loss of life of any personnel of the respective Party's Group, and
 - (b) loss of or damage to any property of the respective Party's Group, except for the Equipment during the Rental Period (the liability for which is governed by Article 12.1), and
 - (c) Consequential Loss of the respective Party's Group, arising out of or in connection with the Services. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of the respective Party's Group.

13. INSURANCE

- 13.1 Customer shall at its own expense, procure and maintain insurance to cover its liabilities under the Contract. Customer's insurance shall name the Contractor as a co-insured, and the insurers shall waive any right of subrogation against Contractor. Customer shall on Contractor's request submit to

Contractor evidence that all insurance required has been duly effected.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 Contractor shall retain sole and exclusive ownership of all IPR in and related to the Equipment and Services, and nothing in this Agreement shall be construed as transferring any right or interest in or to the Contractor's IPR to the Customer or to any third parties. All Foreground IPR shall be owned solely by and vest wholly in the Contractor regardless of which of the Parties makes the relevant development, contribution etc. and such Foreground IPR shall be considered to be transferred to Contractor free of charge and to vest wholly in the Contractor automatically at the point of creation without any further requirement of form. Contractor shall have the right to freely use, adapt, exploit, modify, amend, further develop, assign, license, transfer, etc. such Foreground IPR.

14.2 Customer undertakes not to do anything that may jeopardize the IPR in or related to the Equipment and/or the Services or other potential rights, including but not limited to, disclosing IPR related to the Equipment and/or the Services to unauthorised third parties. Customer shall not copy or authorise any third party to copy, redistribute, reproduce, imitate, create derivative works based on the Equipment and/or the Services or in any other way infringe Contractor's IPR, reverse engineer, attempt to discover the source code or the underlying structure/functions or algorithms of or related to the Equipment and/or disassemble the Equipment, and the Customer shall not make any modifications, amendments, or other changes or additions to the Equipment.

15. CONFIDENTIALITY

15.1 All information exchanged between the Parties shall be treated as Confidential Information and shall not be disclosed to anyone other than Contractor and Customer without the other Party's prior written consent. The Confidential Information shall be held in strict confidence, and shall not be used by the receiving Party for any other purpose than its performance of the Contract and/or the agreed utilisation of the Equipment and/or Services. Each of the Parties may, however, disclose Confidential Information to:

- (a) an Associated Entity or Related Body Corporate and/or third parties to the extent strictly necessary for the execution of its obligations under the Contract and the agreed utilisation of the Equipment and/or Services;
- (b) obtain advice from its professional advisors (including without limitation, its lawyers, accountants and auditors);
- (c) to comply with any legal or regulatory obligations on a Party (including without limitation disclosure obligations to any corporate regulator or stock exchange);
- (d) to enforce any rights or obligations arising out of or in connection with the Contract; and
- (e) where the Confidential Information has, other than due to a breach of a Contract by the relevant Party, come to be in the public domain.

15.2 In such cases the Parties shall ensure that the party which receives Confidential Information has undertaken written confidentiality obligations no less strict than those following from this Article 15, or is under a professional obligation to maintain the confidentiality of the Confidential Information. Upon the other Party's written request, the receiving Party shall return, to the extent reasonably

practicable, within fourteen (14) days, all tangible or electronic Confidential Information, including any copies, notes, extracts, etc. thereof in any format, or destroy the same and provide the disclosing Party with a written confirmation that such return/destruction has taken place.

15.3 The Parties' obligations pursuant to this Article 15 shall survive termination of the Contract.

16. TERMINATION

16.1 Contractor may terminate by written notice the whole or the relevant part of the Contract, if:

- (a) Customer is subject to an arrangement with its creditors, commences proceedings for winding up, or stops its payments, or
- (b) If the Equipment during the Rental Period is not handled in accordance with Article 8, or
- (c) Customer is in substantial breach of the Contract and that substantial breach is not remedied to the reasonable satisfaction of the Contractor within 5 Business Days following written notice of the substantial breach by the Contractor.

16.2 Customer may terminate by written notice the whole or the relevant part of the Contract, as the case may be, if:

- (a) Contractor is subject to an Insolvency Event, or
- (b) Contractor is in substantial breach of the Contract and that substantial breach is not remedied to the reasonable satisfaction of the Customer within 5 Business Days following written notice of the substantial breach by the Customer, or
- (c) Customer is entitled to be paid maximum liquidated damages for the relevant part of the Contract.

16.3 In case of termination under this Article 16, Customer shall pay the unpaid part of the Rental Period at the time of termination and/or for all of the Services performed prior to the date of termination.

17. FORCE MAJEURE

17.1 Neither of the Parties shall be considered in breach of an obligation under the Contract or these general conditions to the extent the Party can establish that the fulfilment of the obligation has been prevented by an event of Force Majeure. Nothing in this Clause shall impact a Party's payment obligations under the Contract, including but not limited to the obligation of Customer to pay rental rate which shall remain even if an event of Force Majeure occurs.

17.2 The Party invoking Force Majeure shall, within a reasonable time, notify the other Party of the Force Majeure event alleged.

17.3 Each Party is entitled to terminate the Contract by written notice to the other Party if a Force Majeure situation continues without interruption for a period of 120 days or more, or it is clear that this will be the situation. In case of such termination, Customer shall pay rental for any unpaid part of the Rental Period up to and including the date of termination and/or for all of the Services performed but not paid for prior to said date.

18. ASSIGNMENT, SUB-RENTAL

18.1 Neither Party may assign the Contract without the other Party's prior written consent, such consent not to be unreasonably delayed or withheld.

18.2 Customer may not sub-rent or otherwise transfer the Equipment to any other person or entity without the

Contractor's prior written consent, such consent not to be unreasonably withheld.

19. DISPUTE RESOLUTION

- 19.1 If a dispute of any kind between Contractor and Customer arises out of or in connection with the Contract or these general conditions then either Party may give to the other a notice adequately identifying and providing details of the dispute and stating that the notice is given pursuant to this Article 19.
- 19.2 Within fourteen (14) days after service of a notice of dispute the Parties shall confer at least once to attempt to resolve the dispute.
- 19.3 If the dispute has not been resolved within 28 days (twenty-eight) days of service of the notice of dispute (including in circumstances where the Parties have not conferred in accordance with Article 19.2), then either Party may refer the relevant dispute to arbitration.
- 19.4 Arbitration shall be conducted under the rules of the Australian Centre for International Commercial Arbitration (ACICA) as then in force. The tribunal shall be one arbitrator; if the Parties cannot agree upon the identity of the arbitrator to be appointed, they shall be appointed by ACICA with its expedited arbitration rules then in force. The arbitration shall be conducted in the English language and the seat of the arbitration shall be Sydney, Australia.
- 19.5 During the period of a dispute, the Parties will continue to perform their obligations pursuant to the Contract and these general conditions.
- 19.6 Nothing in the foregoing shall operate so as prevent a Party from seeking urgent interlocutory relief from the courts having jurisdiction pursuant to the governing law of the Contract and these general conditions.

20. NOTICES

- 20.1 Notices to be given under this Contract shall be submitted in writing to the relevant Party's representative, as specified in the Contract or as changed by written notice to the other Party.

21. GST

- 21.1 Unless specifically described in the Contract and these general conditions as "GST inclusive", any consideration to be paid or provided for a Supply made under or in connection with this Contract does not include any amount on account of GST, and is "GST exclusive".
- 21.2 Where pursuant to the GST Law any Supply to be made by a Party under or in connection with this Contract and general conditions, is subject to GST (other than a Supply the consideration for which is specifically described in this Contract as GST inclusive) then:
- (a) the consideration payable or to be provided for that Supply under this Contract and general conditions shall be increased by an amount equal to the GST as calculated according to the GST Law; and
 - (b) the Party that is the recipient of the Supply must pay that additional GST amount at the same time and in the same manner as the GST exclusive consideration is paid or provided; and
 - (c) a reference to the consideration payable for a Supply includes the value of any non-monetary consideration for the Supply.
- 21.3 If the Party making a Supply is Registered or required to be Registered, that Party must provide a GST compliant Tax

Invoice on any Supply made by it under this Contract before the due date for payment of the Supply.

22. PERSONAL PROPERTY SECURITY ACT

- 22.1 If the Contractor notifies the Customer that it has determined that:
- (a) this Contract (or a transaction in connection with it);
 - (b) any right or claim which it may have in respect of any property under or otherwise in connection with this Contract or any transaction contemplated by this Contract; or
 - (c) any goods, materials, plant or equipment being held by the Customer,
- is or contains a Security Interest for the purposes of the PPS Law, the Customer agrees to do such things (such as obtaining consents, signing and producing documents, getting documents completed and signed, seeking priority arrangements with other secured parties and supplying information) as the Contractor may reasonably require for the purposes of:
- (d) ensuring that the Security Interest is enforceable and otherwise effective and has the priority contemplated by the Security Interest;
 - (e) ensuring that the Security Interest is and remains vested in the Contractor;
 - (f) enabling the Contractor to apply for any registration in accordance with the PPS Law; and
 - (g) enabling the Contractor to exercise any right in connection with the Security Interest or the property the subject of the Security Interest.
- 22.2 The Customer waives each right to receive any notice from the Contractor under the PPS Law (including notice of a verification statement) that can be waived.
- 22.3 The Customer must:
- (a) promptly notify the Contractor if it knows or becomes aware (whether by receipt of a notice under the PPS Law or otherwise) that a third party has or claims a Security Interest in any goods or materials:
 - (i) owned by the Contractor; or
 - (ii) supplied or to be supplied by the Customer to the Contractor or
 - (iii) in which the Contractor has an interest;
 - (b) give the Contractor any information reasonably required by the Contractor in relation to any such Security Interest or claim; and
 - (c) on request by the Contractor, use best endeavours to ensure that the third party:
 - (i) discharges any such Security Interest, and does not register or otherwise perfect or seek to perfect, and removes any registration, in respect of any such Security Interest; or
 - (ii) subordinates any such Security Interest to the interest of the Contractor, by an agreement in form and substance satisfactory to the Contractor.

23. ETHICS AND COMPLIANCE

- 23.1 Each of the Parties represents and warrants that it and its officers, directors, personnel, agents and representatives will not, directly or indirectly, in any way that relates to the Contract (1) offer, promise, pay, give, or authorize any financial or other advantage, or anything else of value, to any other person or organization, with the intent to exert improper influence over the recipient, induce the recipient to violate his or her duties, secure an improper advantage, or improperly reward the

recipient for past conduct; (2) offer, promise, pay, give, authorize, request or receive an improper advantage, or accept an offer thereof, in connection with a position, office or assignment; or (3) request, receive or accept, for the benefit of himself or anyone else, any financial or other advantage, or anything else of value, as an inducement or a reward for violating a duty of loyalty to Contractor or Customer, as the case may be, or improperly performing a function that relates in any way to the Contract or to Contractor or Customer, as the case may be. The Parties agree that any breach of this provision shall be considered a substantial breach of the Contract which gives the other Party a right to terminate the Contract with immediate effect.

- 23.2 Each of the Parties represents and warrants that neither it, nor to its knowledge any of its owners is (1) listed on a Sanctions List or owned (in whole or in part) or otherwise controlled, directly or indirectly, by any person or entity listed on a Sanctions List or (2) resident in or incorporated under the laws of any country or territory subject to Sanctions. A Party undertakes immediately to notify the other Party in writing should it become aware of any changes in this respect. Where a Party or an individual or entity is an Associated Entity or Related Body Corporate of such Party or that in any other way controls the Party (directly or indirectly), is or becomes listed on any Sanctions List this shall always constitute a substantial breach of the Contract which gives the other Party a right to terminate the Contract with immediate effect.
- 23.3 In case of Customer's termination under this Article 23, Customer shall pay the unpaid part of the Rental Period at the time of termination and/or for all Services performed prior to said date, except where making such payment is expressly prohibited under applicable law.

24. GOVERNING LAW AND DISPUTES

The Contract and these general conditions shall be governed by and construed in accordance with the laws of the State/Territory of Western Australia[

25. ENTIRE AGREEMENT

- 25.1 The Contract and these general conditions constitutes the entire agreement between the Parties in respect of the subject matter of the Contract and these general conditions. The Contract and these general conditions supersede all prior communications, documents, agreements and understandings, whether verbal, written or otherwise, between and/or among one or more or any of the Parties in respect of the subject matter of the Contract and these general conditions.

26. SEVERABILITY

- 26.1 Any provision of the Contract and these general conditions that is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting any other provision of this deed and replaced by another provision of economic equivalence which is not void, illegal or unenforceable;

27. NO WAIVER OR VARIATION

- 27.1 A provision of or a right created under the Contract or these general conditions may not be:
- (a) waived except in writing signed by the Party granting the waiver; or
 - (b) varied except in writing signed by the Parties.

28. COUNTERPARTS

- 28.1 The Contract and the general conditions may be executed in any number of counterparts, all of which when taken together constitute the one and the same instrument.

29. COSTS

- 29.1 Each Party shall pay its own costs and expenses (including the fees and expenses of its agents, representatives, advisers, counsel and accountants) necessary for the negotiation, preparation, execution, delivery, performance of and compliance with the Contract and these general conditions.