

Global Terms and Conditions of Supply

1. DEFINITIONS AND INTERPRETATION

In these terms and conditions, unless the context otherwise requires:

"Affiliate" means any business entity or other form of enterprise, which controls, is controlled by, or is under common control with, a Party. In the case of IMDEX, an affiliate shall include any company which, directly or indirectly, controls, is controlled by, or is under common control with IMDEX Limited (ABN 78 008 947 813);

"Agreement" is defined in clause 2.1;

"Associated Person" means any owner (including any principal, shareholder or person having a direct or indirect financial interest), officer, director, partner, principal, employee, agent or any other person, directly or indirectly, controlling, controlled by, or under common control with, the Supplier;

"Business Day" means a day on which banks are open for business in the jurisdiction governing this Agreement, other than a Saturday, Sunday or public holiday in that jurisdiction

"Confidential Information" means the IMDEX Property (if applicable) and all information belonging or relating to IMDEX, whether oral, graphic, electronic, written or in any other form, including but not limited to IMDEX's production engineering, design data, specifications, processes, procedures, know-how, technology, drawings, reports and any other business and technical related information that is not generally available to the public at the time of disclosure other than by reason of a breach of these terms and conditions or that is in fact, or should reasonably be regarded as, confidential to IMDEX;

"Conflict of Interest" means a conflict of interest between IMDEX and Supplier or its Associated Persons, whether the conflict is perceived or actual;

"Consequential Loss" means any one or more of the following: loss of revenue; loss of profits; loss of opportunity to make profits; loss of business; loss of business opportunity; loss of use or amenity, or loss of anticipated savings; special, exemplary or punitive damages; and any loss which does not directly and naturally flow in the normal course of events from the occurrence of the event giving rise to the liability for such loss, whether or not such loss was in the contemplation of the Parties at the time of entry into these terms and conditions, including any of the preceding types of loss arising from an interruption to a business or activity;

"Facilitation Payment" means the payment, offer, or promise to pay, or authorization of the offer, promise or payment, directly or indirectly (through one or more intermediaries), of any money, benefit or anything of value to a Public Official, usually at a low level, for the purpose of expediting or securing a routine action ordinarily performed by such Public Official;

"GST" means, if applicable, goods and services tax, value add tax or such other equivalent tax which may be payable under local laws;

"IMDEX" means IMDEX Limited ACN 008 947 813 and includes any of its Affiliates, including the IMDEX Entity;

"IMDEX Entity" means the IMDEX legal entity noted in the Order;

"IMDEX Indemnified Parties" means the IMDEX Entity; IMDEX, its Affiliates and their directors, officers, employees, agents, consultants, sub-contractors and representatives;

"IMDEX IP" means IMDEX's Intellectual Property Rights owned which (a) are in existence at or prior to this Agreement; or (b) come into existence after the engagement between the IMDEX Entity and Supplier otherwise than in connection with this Agreement;

"IMDEX Property" means, if applicable, any products, Specifications or other documents, materials and technical information provided by IMDEX to Supplier for the purpose of supplying the Products;

"Intellectual Property Rights" means: all rights in any knowledge of secret processes, technical knowhow, techniques, discoveries, inventions, copyright, ideas, research, engineering and manufacturing methods, practices, systems, formulae, drawings, designs, specifications, manuals, trade secrets and special purpose computer programmes, financial, marketing and other confidential

information (whether registered or unregistered); (b) applications for registration and rights to apply for registration, of any of the foregoing rights; and (c) all other intellectual property rights or equivalent or similar forms of protection existing anywhere in the world including those defined in *Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967*.

"Party" means either IMDEX or Supplier (as the case may be) and **"Parties"** means collectively IMDEX and Supplier;

"Person" means any individual, corporation, partnership, joint venture, trust, unincorporated association, or any other judicial entity or a government, state or agency or political subdivision thereof;

"Personal Information" has the meaning attributed to it under Privacy Law;

"Privacy Law" means the local laws relating to privacy, as amended from time to time;

"Products" means the products specified in the Order;

"Prohibited Payment" shall mean the payment, offer or promise to pay, or authorisation of the offer, promise or payment, directly or indirectly (through one or more intermediaries), of any money, benefit or anything of value to: (i) any Public Official for the purpose of influencing any act or decision of, or for securing any improper advantage, from, such Public Official, or a government, instrumentality thereof, or political party, in order to assist in any way in obtaining or retaining business for or with, or directing business to, any person; or (ii) any other person, if such payment, offer, promise or authorisation would violate any applicable law of any country in which any aspect of the supply of the Products will take place, or the United States Foreign Corrupt Practices Act, the U.K. Anti-Terrorism, Crime and Security Act of 2001, U.K. Bribery Act of 2010, or the Australian Criminal Code Amendment (Bribery of Foreign Public Officials) Act 1999;

"Public Official" shall mean any officer, contractor or employee of a government or any department, agency, or instrumentality thereof, or of a public international organisation, any political party, any official of a political party, any candidate for political office, or any person acting in an official capacity for or on behalf of any such government, department, agency, instrumentality, public international organisation, or political party;

"Order" means an individual purchase order or similar request made in writing issued by IMDEX Entity to the Supplier in respect of the purchase or hire of Products, the performance of Services or hire of personnel;

"Restricted Party" means (a) a Public Official, in any country where any aspect of the supply of the Products will take place; (b) a member of the family of such a Public Official or (c) a nominee for any Public Official;

"Services" means the work identified in the Order to be performed by the Supplier;

"Specifications" means the specifications for the Products or Services and any variation of those specifications made in accordance with the Agreement;

"Supplier" means the person or entity specified as supplier in the Purchase Order;

"Supplier Code of Conduct" which is available at the Corporate Governance page on the IMDEX website at <https://www.imdexlimited.com/about-us/corporate-governance>;

"Supplier IP" means Supplier's Intellectual Property Rights which (a) are in existence at or prior to the Agreement; or (b) come into existence after the engagement between the IMDEX Entity and Supplier otherwise than in connection with this Agreement; and

"Warranty Period" means the period commencing on the first date after the date of the delivery of Products or performance of Services under the Agreement and ending after: (a) 12 months; or (b) such other period stated in the Order.

2. APPLICATION

- 2.1 The Agreement between the Parties is comprised of the following documents: (a) the Order; and (b) these Terms and Conditions of Supply.
- 2.2 The Supplier must supply the Products or Services in accordance with this Agreement.
- 2.3 The Agreement does not create any exclusive supply relationship between the Supplier and IMDEX. IMDEX is not obliged to procure any minimum level of Products or Services from the Supplier.
- 2.4 Any terms and conditions put forward by a Supplier in respect of a supply of Products or performance of Services will not be binding on IMDEX so far as they purport to amend, annul or vary any of these terms and conditions, unless specifically agreed to by IMDEX in writing.
- 2.5 Time is of the essence in regard to these terms and conditions, the delivery date of any Products or Services and all of Supplier's obligations.
- 2.6 Where the Agreement is entered into by the IMDEX Entity for and on behalf of IMDEX, the IMDEX Entity may exercise any rights provided for in the Agreement on behalf of any IMDEX Affiliates.

3. PRICE AND PAYMENT TERMS

- 3.1 IMDEX Entity agrees to pay Supplier for the Products or Services supplied at the prices agreed between the Parties in writing. Prices must not be changed unless agreed by both Parties in writing.
- 3.2 Supplier will invoice IMDEX Entity upon or after delivery of an Order for Products or completion of performance of Services. Supplier shall send IMDEX Entity a detailed price invoice or invoices as instructed on the Order clearly stating the Order number, item numbers and containing all information required to be stated on a tax invoice for any GST purposes.
- 3.3 All payments to be made by IMDEX Entity to Supplier under these terms and conditions will be paid to Supplier by bank wire transfer within 60 days of receipt of an undisputed invoice from Supplier. Payments shall not operate as a waiver of any of the rights of IMDEX Entity under a Purchase Order or otherwise.
- 3.4 If IMDEX Entity pays for Products or Services upfront or prior to delivery, Supplier must hold all such payments on trust and for the benefit of IMDEX until the Products or Services are delivered to IMDEX Entity in accordance with these terms and conditions.
- 3.5 IMDEX Entity may withhold any payment due to Supplier or suspend the Agreement to such extent as may be necessary to protect IMDEX from loss because of a doubt that the Products will fulfill the requirements of a Order or breach (actual or potential) by Supplier of any of these terms and conditions, or due to a dispute relating to an invoice.
- 3.6 IMDEX Entity will provide notice of any intention to withhold payment or suspend the Agreement and, upon receipt of any such notice, the Supplier must suspend the performance of its obligations until such time as IMDEX Entity directs that the Agreement is no longer suspended.
- 3.7 IMDEX Entity may deduct or set-off from any money due or becoming due to Supplier under the Agreement any money due from the Supplier to IMDEX, including but not limited to:
 - (a) All debts, damages, costs, expenses or any other moneys due from the Supplier or its suppliers (subcontractors) to IMDEX under or by virtue of any provision of the Agreement, the supply or non-supply of Products or performance or non-performance of Services; and
 - (b) All costs, losses, charges, damages, liquidated sums and expenses which the IMDEX Entity may have paid or incurred and for which, the Supplier, its Affiliates or Associated Persons are liable to bear, pay or make reimbursement to IMDEX.

4. ORDERS FOR PRODUCTS

This clause only applies to the supply of Products

- 4.1 Supplier agrees to deliver the Products as specified in the Order to IMDEX Entity.
- 4.2 Supplier shall perform any changes to an Order required by IMDEX Entity which may include additions to, or reductions in the quantity of Products. If IMDEX Entity is contemplating a change, notice shall be provided to Supplier, who shall

promptly advise IMDEX Entity of its reasonable effect on the delivery date.

- 4.3 No change shall be accepted by IMDEX Entity and IMDEX Entity shall not be liable to make any payment thereof to Supplier unless such change has been authorized by IMDEX Entity in writing.
- 4.4 If Supplier expects any delays in the delivery of the Products, it shall immediately notify IMDEX Entity and provide IMDEX Entity with a written action plan to remedy such delay. The provision of such notice and action plan by Supplier to IMDEX Entity shall in no way relieve Supplier of any of its obligations under these terms and conditions and shall not operate as a waiver of any of the rights of IMDEX under these terms and conditions.
- 4.5 Supplier shall take all necessary precautions to ensure that all Products delivered to IMDEX Entity are packaged in a safe and sufficient manner to avoid damage or loss to the Products whilst in transit and until delivered. Packaging of the Products shall comply with all applicable statutory requirements and/or codes of practice.
- 4.6 IMDEX Entity's acceptance of Products is without prejudice to any of its rights under these terms and conditions or any Order with Supplier.
- 4.7 Title in the Products shall pass to IMDEX upon the earlier of: (a) payment of the relevant invoice by IMDEX Entity or (b) acceptance of the Products by IMDEX Entity at the delivery point specified in the Order, whichever occurs first.
- 4.8 If the IMDEX Entity pays the relevant invoice and title in the Products passes to IMDEX before the Products have been delivered to the IMDEX Entity, any lien attributable to the Supplier will be extinguished on payment by IMDEX Entity and the Products shall be clearly marked by Supplier as IMDEX property and shall be stored separately from Supplier's property.
- 4.9 Risk shall remain with Supplier until delivery or acceptance of the Products by IMDEX Entity in accordance with the provisions of the Order, whichever shall be the later.

5. PROVISION OF SERVICES

This clause only applies to the provision of Services

- 5.1 The Supplier will perform the Services identified in the Order for the IMDEX Entity.

6. HIRE OF ITEMS

This clause only applies to hire of items

- 6.1 The Supplier will lease the Products identified in the Order to the IMDEX Entity.
- 6.2 Unless otherwise agreed in writing between the Parties, the Supplier must perform all maintenance of the Products on hire to IMDEX Entity at its own cost and risk.
- 6.3 The Supplier has the necessary title in or rights to the Products on hire to lease them to the IMDEX Entity.
- 6.4 IMDEX Entity will bear the risk of the hired Products from the time the hired Products are delivered to IMDEX Entity (at the delivery point agreed in the Purchase Order) until the hired Products are removed from the IMDEX Entity's custody. .

7. SUPPLY OF PERSONNEL

This clause only applies to the supply of personnel

- 7.1 The Supplier will provide personnel as specified in the Order to the IMDEX Entity.
- 7.2 All requested personnel will be employees of the Supplier. For the avoidance of doubt, there will be no employment relationship between the requested personnel and IMDEX.
- 7.3 The Supplier may only withdraw or replace personnel with the written consent of IMDEX Entity.

8. QUALITY AND DESCRIPTION

- 8.1 The supply of Products by Supplier to IMDEX Entity shall: (a) conform strictly as to quantity, quality, description, and Specifications stated in the relevant Order or provided by IMDEX Entity (if applicable) and with all applicable statutory requirements; (b) be of sound materials and workmanship; (c) be fit for the purpose for which it is supplied under the relevant Order.

8.2 All Services and work performed by Supplier under these terms and conditions shall be performed by suitably qualified and competent personnel and all equipment and tools used shall always be maintained in first class operating condition by Supplier.

9. DEFECTS

9.1 Supplier shall be responsible for remedying within a reasonable time and at its expense any defect that may arise in the Products within the Warranty Period.

9.2 Supplier shall guarantee for a further period of 12 months all remedial work carried out under this warranty.

9.3 Where a defect arises within the Warranty Period but does not become apparent until that period has expired, Supplier's liability shall not cease merely because IMDEX Entity has been unable to give notice of the defect to Supplier within the Warranty Period.

9.4 If any defects which Supplier is obliged to remedy under this clause, are not remedied within a reasonable time, or circumstances render it impracticable for Supplier to do the same, IMDEX may do so itself or authorise a third party do the same, in either case at the Supplier's risk and with the Supplier indemnifying IMDEX's costs. This indemnity will survive termination or expiry of any agreement between the Parties relating to the Products and after the Warranty Period.

10. INSPECTION AND TESTING

10.1 IMDEX Entity and its representatives shall always be granted access to any premises of Supplier and be allowed to: (a) inspect and test the Products at any time prior to acceptance or delivery, whichever shall be the later; and (b) audit Supplier management systems, operations and production process used to manufacture the Products for the purposes of ensuring satisfactory product quality. Unless otherwise specified, all Products will be subject to final inspection and acceptance by IMDEX Entity once they arrived at the nominated delivery point.

10.2 IMDEX Entity and its representatives shall have full power to reject any Products it considers to be defective or inferior in quality of material or workmanship and/or not in accordance with IMDEX's Specifications). Any work so rejected shall immediately be replaced or corrected as required by IMDEX Entity or its representatives, at Supplier's expense.

11. SUPPLIER COVENANTS AND WARRANTIES

11.1 Supplier covenants and agrees that it will:

- (a) Comply with all applicable laws, regulations, customs requirements and other legal requirements from time to time in force and which are binding on it or IMDEX, the business operations of it or IMDEX or any of its property or the property of IMDEX;
- (b) Require its employees to use devices, guards, and proper safe operating procedures as are prudent in connection with the supply of the Products or performance of Services;
- (c) Not remove or modify, nor permit the removal or modification of, any safety device, guard or warning sign;
- (d) Not supply:
 - (i) any items that are on any prohibited product list provided by IMDEX to Supplier from time to time;
 - (ii) any items with components exceeding the amounts on any restricted product list provided by IMDEX to Supplier from time to time; nor
 - (iii) any items prohibited under applicable laws or regulations;
 - (iv) comply with any of IMDEX's policies provided by IMDEX to Supplier from time to time.

11.2 Supplier expressly warrants to IMDEX that:

- (a) Products manufactured by Supplier and supplied to IMDEX Entity shall be:
 - (i) supplied with due care and skill using the standard of diligence that would reasonably be expected from a prudent, expert and experienced provider of similar Products; (ii) of merchantable quality and fit for the purpose for which they are designed; and (iii) free from defects in material and workmanship as of the date of delivery of such Products to IMDEX Entity and the Warranty Period;

(b) all information provided to IMDEX Entity in respect of Products supplied or Services provided or to be supplied to IMDEX Entity is accurate, complete and sufficient.

11.3 These warranties and IMDEX remedies set out in clauses 9.1 and 11.2 are in addition to any other rights and remedies of IMDEX pursuant to applicable law and equity.

12. IMDEX BUSINESS STANDARDS

12.1 The Supplier must always comply with the IMDEX Supplier Code of Conduct which the Supplier warrants it has read and understood.

Bribery and corruption

12.2 The Supplier warrants and represents that it will:

- (a) not make, and has not made, in connection with any aspect of the supply of the Products or the performance of Services or any other transaction involving the Supplier, any Prohibited Payment or Facilitation Payment. Further, to the knowledge and belief of Supplier no other person has made or will make any Prohibited Payment or Facilitation Payment in connection with any aspect of the supply of the Products or performance of Services or any other transaction involving IMDEX;
- (b) comply with the United States Foreign Corrupt Practices Act, the U.K. Anti-Terrorism, Crime and Security Act of 2001, U.K. Bribery Act of 2010, the Australian Criminal Code Amendment (Bribery of Foreign Public Officials) Act 1999;
- (c) comply with any anti-corruption or anti-bribery laws of any country where any aspect of the supply of the Products or performance of Services takes place. It is the intent of this clause that no Prohibited Payments will be made by Supplier which would have the purpose or effect of public or commercial bribery, pay-offs, corruption, kickbacks or other unlawful or improper means of obtaining or retaining business for or with, or directing business to, the Supplier, its Affiliates or Associated Persons.

Modern Slavery

12.3 The Supplier warrants and represents that it will:

- (a) ensure that it and its subcontractors (and to the extent practicable, its other suppliers and business partners) will comply with all applicable laws, statutes, and regulations in force pertaining to modern slavery (which is deemed to include forced labour, human trafficking, and child labour) and take appropriate steps to meet international standards around modern slavery where these set a higher standard than domestic law; and
- (b) provide information as to the steps it is taking to meet such standards upon request.

Conflicts of Interest

12.4 The Supplier warrants and represents that it and its Associated Persons:

- (a) are not or will not become a Restricted Party;
- (b) will declare any Conflict of Interest prior to entering into any Agreement for Products or Services with IMDEX, and in any event as soon as a Conflict of Interest comes to the attention of Supplier.

Maintenance of books and records

12.5 The Supplier must maintain accurate and complete records in reasonable detail of all documents relating to the supply of the Products or performance of Services for a period of 6 years, or any longer period as required by any applicable law, following expiry or termination of the Agreement.

12.6 The Supplier will, upon request, permit IMDEX to audit and examine any books and financial records necessary for the verification of compliance with the Supplier's representations, warranties, and undertakings in the relevant Order. The Supplier will allow IMDEX to access to its premises and personnel to conduct any audit.

13. COMPANY PROPERTY

13.1 If IMDEX Entity provides any IMDEX Property to Supplier: (a) Supplier shall only use the IMDEX Property for the purpose of producing and supplying the Products to IMDEX Entity; (b) Supplier agrees to use the IMDEX Property only in accordance with these terms and conditions; (c) Supplier will not use the

IMDEX Property to produce Products for sale to any other party without IMDEX Entity's prior written consent; (d) Supplier will maintain the IMDEX Property in its original operating condition except for ordinary wear and tear; and (e) Supplier agrees to immediately notify IMDEX Entity on any and all conditions that may require IMDEX Property maintenance or repair.

13.2 Supplier acknowledges and agrees that all IMDEX Property shall be and remain the exclusive property of IMDEX and no right, title or interest in the IMDEX Property shall transfer to Supplier at any time.

13.3 Immediately on the written request of IMDEX Entity or on the expiration or termination of the supply of the Products or performance of Services, for any reason, Supplier shall return the IMDEX Property to IMDEX Entity or make the IMDEX Property available for collection by IMDEX Entity at its own cost.

13.4 Supplier shall indemnify IMDEX and IMDEX Indemnified Parties in respect of all loss, expense, damage, claim and liability incurred by IMDEX Indemnified Parties arising in connection with the operation, handling, or transportation of any IMDEX Property while the IMDEX Property is in the possession or control of Supplier.

14. SECURITY INTEREST

14.1 To the extent that a security interest arises in relation to IMDEX Property provided to the Supplier under these terms and conditions in favour of IMDEX as the secured party, the Supplier acknowledges that the security interest will attach to any proceeds or any accession.

14.2 The Supplier must not and will not be entitled to lodge any lien or security interest that arises in relation to the Agreement, including in relation to IMDEX Property, without the prior written approval of the IMDEX Entity.

15. LIABILITY AND INDEMNITY

15.1 Neither Party shall be liable to the other Party or any of its Affiliates or representatives for any Consequential Loss.

15.2 Subject to clause 15.3 the Supplier will indemnify (and keep indemnified) IMDEX and IMDEX's Indemnified Parties from and against all liabilities and costs suffered or incurred by IMDEX arising directly or indirectly from any:

- (a) breach by the Supplier or its personnel of these terms and conditions;
- (b) negligent act or omission by the Supplier or its personnel arising out of or in any way related to the supply of the Products or performance of Services;
- (c) breach by Supplier of any third party's Intellectual Property Rights in the supply of the Products or provision of the Services;
- (d) false, incorrect, inaccurate, incomplete, or misleading information provided by Supplier to IMDEX whether in respect of the Products or Services or otherwise; and
- (e) claim made against IMDEX by any of the Supplier's personnel in respect of relevant legislation concerning income tax, workers' compensation, annual leave, long service leave, superannuation or any applicable award, determination, or agreement of a competent industrial tribunal.

15.3 The Supplier will not be liable under clause 15.2 to the extent that the liability was caused, or contributed to, by (as the case requires) the negligent acts or omissions or willful misconduct of IMDEX Entity.

16. INSURANCE

16.1 Supplier shall ensure that it carries and maintains appropriate insurance, with insurers acceptable to IMDEX Entity, including but not limited to:

- (a) employer's liability insurance and/or workers' compensation insurance as appropriate to comply fully with all applicable laws;
- (b) automobile public and passenger liability insurance having a limit of not less than USD \$5 million (or equivalent in other currencies); and
- (c) general liability insurance having a limit of not less than USD \$5 million (or equivalent in other currencies) single limit any one occurrence covering all operations of the insured including without prejudice to the Supplier's obligations under this Agreement

16.2 Supplier must provide evidence of insurances held, at the request of IMDEX Entity.

16.3 Supplier shall ensure that all such insurances waive all rights of subrogation

against IMDEX. Supplier shall remit certificates evidencing said insurances, confirming names of insurers, policy numbers and expiration dates upon the request of IMDEX Entity.

17. CONFIDENTIALITY

17.1 Supplier may receive, possess or otherwise acquire Confidential Information of IMDEX, and Supplier acknowledges that the Confidential Information is the property of, confidential to and a trade secret of IMDEX. Supplier must:

- (a) keep the Confidential Information confidential and not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of any other person without the prior written approval of IMDEX;
- (b) take all steps to secure and keep secure all the Confidential Information coming into its possession or control;
- (c) not use the Confidential Information for its personal benefit or for the benefit of any person or entity other than IMDEX and only use the Confidential Information to the extent necessary to perform its obligations under these terms and conditions;
- (d) not memorise, modify, reverse engineer or make copies, notes or records of the Confidential Information for any purpose other than in connection with the performance of its obligations under these terms and conditions;
- (e) only disclose Confidential Information to those of its employees strictly on a "need to know basis" for the purpose of performing its obligations under these terms and conditions; and
- (f) take all steps to ensure that its employees always comply with the terms of this clause 17.1.

17.2 If Supplier becomes aware of any unauthorised access to, use or disclosure of the Confidential Information, Supplier shall:

- (a) immediately notify IMDEX Entity in writing, giving all available details to IMDEX Entity; and
- (b) do everything necessary to remedy the unauthorised access to, use or disclosure of Confidential Information.

17.3 Immediately on the written request of IMDEX for any reason, Supplier shall:

- (a) cease the use of all Confidential Information;
- (b) deliver to IMDEX Entity all documents and other materials in its possession or control containing, recording, or constituting that Confidential Information, or make the Confidential Information available for collection by IMDEX Entity at its own cost or, at the option of IMDEX Entity, destroy, and undertake to IMDEX that it has destroyed, those documents and materials; and
- (c) for Confidential Information stored electronically, permanently delete that Confidential Information from all electronic media on which it is stored, so that it cannot be restored.

18. INTELLECTUAL PROPERTY

18.1 The Supplier remains the owner of the Supplier IP.

18.2 The Supplier grants IMDEX a non-exclusive, transferable, royalty free, irrevocable, sub-licensable and perpetual licence to use (including reproduce, modify or adapt) all Supplier IP necessary to benefit from the Products or Services.

18.3 IMDEX remains the owner of the IMDEX IP.

18.4 IMDEX grants (or procure the grant) to the Supplier, a non-exclusive, non-transferable, revocable and royalty free licence to use the IMDEX IP for the sole purpose of providing the Products.

18.5 IMDEX shall be the sole owner of, and be entitled to the full and unrestricted right, including the right to apply for patent or other protection in its own name, to exploit any invention, technical information or know-how, any intellectual property developed during the supply of the Products. For the avoidance of doubt, the Parties acknowledge and agree that any invention, improvement, design, or other work in which Intellectual Property Rights may subsist (**Works**) that is developed or originated by the Supplier based in whole or in part on the Confidential Information and as a deliverable under this Agreement will be owned exclusively by IMDEX and that all rights, title and interest in the Works

shall vest solely in IMDEX.

- 18.6 To the extent that the Supplier becomes the owner of any of the Works, the Supplier hereby assigns (and will do all things necessary to procure the assignment of) all rights, title, and interest in the Works to IMDEX.

19. TAXES AND OTHER CHARGES

Subject to clause 3.2, Supplier shall be responsible for all taxes, import duties, fees and the like related to the supply of the Products to IMDEX Entity and shall indemnify IMDEX in respect of all liabilities and associated costs and expenses which may be incurred in connection therewith.

20. DEFAULT AND TERMINATION

- 20.1 If at any time a Party becomes subject to any insolvency, administration or bankruptcy, the other Party may terminate the Agreement with immediate effect by giving written notice.

- 20.2 IMDEX Entity may terminate the Agreement in whole or in part and with immediate effect, by written notice to the Supplier, if the Supplier:

- (a) fails to comply with any of these terms or conditions;
- (b) is in breach of any provision of the Agreement and the IMDEX Entity determines that the breach is not capable of remedy;
- (c) provides notice to the IMDEX Entity of a breach of any provision of the Agreement and such breach is not remedied within 14 days from the date of the notice;
- (d) abused, illegally used or misused, any part of the IMDEX Property;
- (e) or any of its Affiliates, Associated Persons or personnel commits an act of gross negligence, wilful misconduct, fraud, or dishonesty in respect of any matter in connection with the Agreement;

- 20.3 In circumstances of clause 20.2, IMDEX shall have the right, without legal proceedings, to the extent permitted by the laws of location where the IMDEX Property is located, to enter the premises where the IMDEX Property is located and take possession thereof without being liable to any party and IMDEX also shall have the right to exercise any right and/or remedy available to it at law or in equity.

- 20.4 Supplier may terminate the Agreement upon 30 days' written notice to the IMDEX Entity if, after being provided at least 30 days written notice, the IMDEX Entity has not paid the undisputed portion of a Supplier's after the invoice became due under clause 3.3.

- 20.5 On the expiration or earlier termination of the Agreement:

- (a) the Supplier must:
 - (i) cease supply of the Goods or performance of the Services;
 - (ii) take such action as necessary or as IMDEX Entity directs, for the transfer, protection and preservation of IMDEX Property;
 - (iii) immediately cease using all items of applicable IMDEX Property, IMDEX IP and the Works; and
 - (iv) within 14 days after termination or expiration, return to the IMDEX Entity (or if requested, erase and/or destroy) all copies in any form of IMDEX IP and the Works in the possession or control of the Supplier, its Affiliates or Associated Persons;
- (b) the Parties must use their best endeavours to mitigate and minimise any costs of termination.

21. DISPUTE RESOLUTION AND GOVERNING LAW

- 21.1 In the event of a dispute between the Parties arising out of or relating to these terms and conditions, or breach of the same, either Party may give notice to the other Party of the dispute, and the Parties shall make every effort to amicably resolve, reconcile, and settle such dispute between them. To this extent the Parties shall consult and negotiate with each other, in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to both Parties.

- 21.2 Should an amicable resolution not be possible within 30 days of the date of the notice provided under 21.1, then the dispute may be submitted to the courts of the jurisdiction noted in 21.3 below.

- 21.3 This Agreement will be governed and construed in accordance with the laws applicable at the registered address of the IMDEX Entity where that address is in Australia, Canada, Chile, Germany, South Africa, United Kingdom and the United States of America and the Parties submit to the exclusive jurisdiction of the courts of that place. Any dispute arising out of or in connection to this Agreement, will be referred to and resolved by the institutions in those jurisdictions. In every other case, this Agreement is governed by the laws of Western Australia and the Parties agree for any dispute to be determined by the courts of Western Australia. The operation of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

22. FORCE MAJEURE

Neither Party shall be responsible for any failure or delay in complying with these terms and conditions, other than an obligation to pay money, where such failure or delay is due to causes beyond its reasonable control. These causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, transportation embargoes, acts of God, acts of any government, whether national, municipal, or otherwise, or any agency thereof and judicial action. The Party so affected by the force majeure shall notify the other Party as soon as practicable of its existence. The Parties shall then meet and endeavour to alleviate the effect and extent thereof.

23. PRIVACY

- (a) IMDEX agrees to comply with its privacy policy and all Privacy Laws in relation to all Personal Information that it collects from Supplier.
- (b) Supplier has read and agrees to the collection and handling of its Personal Information in accordance with IMDEX's privacy policy, which is available on the IMDEX website. For the avoidance of doubt, the privacy policy does not create contractual obligations on IMDEX but is a policy document prescribed under Privacy Law and the obligations on IMDEX in respect of that policy are to be handled via the procedure prescribed in Privacy Law.

24. ASSIGNMENT AND SUBCONTRACTING

- (a) Supplier must not assign, transfer, or delegate or purport to assign, transfer or delegate its obligations under these terms and conditions or its rights hereunder without the prior written consent of IMDEX Entity which IMDEX Entity may withhold in its absolute discretion
- (b) Supplier must not, without IMDEX Entity's prior written approval, subcontract to any third party any part of the supply of Products to IMDEX Entity.
- (c) IMDEX Entity may assign these terms and conditions by providing written notice to the Supplier.

25. GENERAL

- 25.1 The IMDEX Entity will have no obligation to perform on behalf of IMDEX and the obligations and liabilities of the IMDEX Entity and Affiliates or members of IMDEX are several (and not joint) and a breach by the IMDEX Entity is not a breach by other Affiliates or members of IMDEX;
- 25.2 IMDEX may amend these terms and conditions from time to time by giving Supplier notice in writing of the amendments at least 1 month prior to the amendments taking effect.
- 25.3 Any notice or consent to be given or made under this Agreement (including an acknowledgement of an Order) must be in writing and may be served either (i) personally or (ii) by electronic mail, when the sender's computer reports that the message has been delivered to the electronic mail address of the addressee.