

These are the standard terms and conditions ('**Terms and Conditions**') governing, and incorporated into, a Purchase Order supplied by **Osmoflo Water Management Pty Ltd** (ACN 608 078 459) or any of its related bodies corporate, successors or assigns ('**Osmoflo**'). These Terms and Conditions will apply to any Purchase Order unless a contractual arrangement already exists between Osmoflo and the Supplier in relation to the goods or services the subject of the Purchase Order. These Terms and Conditions take precedence over any terms and conditions that may be contained in the Supplier's quotation or invoice or in any other document or elsewhere (other than any existing contractual arrangement for goods or services).

### In these Terms and Conditions:

**Client** means the person, firm, corporation or company owning, constructing and/or buying the plant, facilities or equipment for which the Goods and/or Services are purchased under the Contract;

**Contract** means the contract comprising the Purchase Order, these Terms and Conditions together with any Specifications and any other document that is attached to, or incorporated by reference in, the Purchase Order or these Terms and Conditions;

**COR** means the chain of responsibility provisions as provided for in the Heavy Vehicle National Law;

**Defect** means any part or aspect of the Goods or Services which is not in compliance with the requirements of the Contract and includes any defect which is attributable to design, workmanship or operating characteristics;

**Defects Liability Period** is defined in clause 17;

**Force Majeure Event** means an event or cause which is beyond the control of the party claiming force majeure, not able to be overcome by the exercise of reasonable care, proper precautions and the consideration of reasonable alternatives with the intention of avoiding the effects of the force majeure by that party, and which could not have been reasonably foreseen, and includes (subject to satisfying the requirements of the foregoing):

(a) an act of God (other than inclement weather);

(b) cyclones, fire, flood; or

(c) acts of war, acts of public enemies, terrorist acts, riots or civil commotions;

**Goods** means each and every article or thing described in the Purchase Order to be purchased by Osmoflo, or any part thereof, and includes all materials, equipment, machinery and apparatus to be supplied by the Supplier under the Contract or necessary to allow or assist in the performance of the Services;

**GST** has the same meaning as it does in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Heavy Vehicle National Law** means the road safety regime contained in the *Heavy Vehicle National Law Act 2012* (QLD) and related state and federal legislation including regulations and amendments;

**Incoterm** means a trade term as defined in "Incoterms 2020 – ICC rules for the use of domestic and international trade terms", published by the International Chamber of Commerce;

**Indemnified Parties** means Osmoflo, each related body corporate of Osmoflo, any Client and their respective officers, directors and employees;

**Intellectual Property Rights** means any and all intellectual and industrial property rights anywhere in the world, including but not limited to the rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or conferred by statute, throughout the world for the full period of the rights and all renewals and extensions;

**Legal Requirements** means present and future obligations arising under: (a) applicable laws, statutes, regulations, by-laws, orders, ordinances, proclamations and decrees; (b) the terms and conditions of any applicable government approvals; (c) any binding requirement, direction or order of a governmental agency; and (d) any applicable international local standards;

**Osmoflo's Premises** means any premises, including Client sites, which Osmoflo controls or to which it has access for installation of the Goods or performance of the Services;

**Price** means the sum or rates specified in the Purchase Order as consideration for the fulfilment of the Contract by the Supplier, which may be adjusted from time to time in accordance with the Contract;

**Purchase Order** means the document issued by Osmoflo headed as such and describing the Goods and/or Services to be supplied;

**Services** means the services described in the Purchase Order and includes the performance of all incidental or other services;

**Specifications** means, in relation to the Goods and/or Services, all the technical specifications, drawings and/or other technical documents, if any, as may be agreed upon between Supplier and Osmoflo;

**Supplier** means the person, firm, corporation or company with whom the Purchase Order is placed and includes as appropriate the Supplier's affiliates, executors, administrators, successors, and permitted assigns;

**Taxes** means all taxes, fees, levies, duties or charges imposed or assessed in respect of the Goods and/or Services by all local, state or national government authorities including sales tax, customs duty, excise tax, stamp duty and GST (or equivalent) but excludes taxes imposed on the income of the Supplier; and

**Transport Activities** means activities, including business practices and making decisions associated with the use of a heavy vehicle on the road, as defined in the Heavy Vehicle National Law.

### PART A – GOODS

#### 1. Supply

- 1.1 The Supplier must supply the Goods to Osmoflo in accordance with: (a) the Contract; (b) all applicable Legal Requirements; and (c) any reasonable requests of Osmoflo.

### 2. Packaging and Delivery

- 2.1 Goods must be: (a) properly and safely packed in accordance with the Contract and marked so as to comply with any Legal Requirements; (b) clearly and accurately labelled with printed, legible labels; (c) compliant with Specifications; and (d) new and of the best quality and workmanship. If the Goods will be manufactured by the Supplier in accordance with the Contract, the Supplier must not commence manufacture until all patterns, parts or other specifications in relation to the Goods are approved by Osmoflo.
- 2.2 The delivery of the Goods must be made in accordance with the applicable Incoterm specified in the Purchase Order, or otherwise at the time, place and in the manner specified in the Purchase Order.
- 2.3 Osmoflo is committed to ensuring that so far as is reasonably practicable, all Transport Activities performed as part of the supply of the Goods or Services, are performed safely and in accordance with the Heavy Vehicle National Law and its COR requirements. Osmoflo shall not direct or instruct the Supplier to carry out the Services in a way which may have the effect of contributing to a breach of the Heavy Vehicle National Law, or otherwise prevents either party from complying with their duties of care under the Heavy Vehicle National Law. Accordingly, in supplying the Goods or Services, the Supplier shall comply with its obligations under the Heavy Vehicle National Law and any COR requirements.
- 2.4 Goods delivered are subject to inspection and acceptance or rejection by Osmoflo in accordance with clause 15. Upon rejection of the Goods the Supplier must: (a) arrange, at its own cost, to remove the Goods from Osmoflo's Premises; and (b) at Osmoflo's election, either arrange for the Goods to be re-supplied at the Supplier's own cost (subject to the same right of rejection) and at a time to be specified by Osmoflo or as soon as possible, or reimburse or credit Osmoflo for any amount paid on account of the price of the rejected Goods.
- 2.5 Any installation of the Goods by the Supplier will be subject to Part B (Services) of these Terms and Conditions.

### 3. Drawings, Reports and Manuals

- 3.1 The Supplier will, at its own cost, furnish Osmoflo with all documents and data relating to the Goods, including Specifications, drawings, reports on fabrication, delivery and inspection, mill certificates, instructions for handling, assembly, erection, operation and maintenance, and the like at the time and in the type and the number of copies stipulated in the Contract or as requested by Osmoflo from time to time.

### PART B – SERVICES

#### 4. Performance of Services

- 4.1 The Supplier will perform the Services, and Osmoflo will pay the Supplier for the Services performed, in accordance with and to the standard required by the Contract.
- 4.2 The Supplier is responsible for the provision and maintenance of all materials and resources and the supply of all tools and equipment necessary to perform the Services. The Supplier will ensure that all of the Supplier's equipment is in good working order and suitable for use in connection with the Services.
- 4.3 The Services must be of first class quality and the Supplier must perform the Services: (a) with due care and skill and in a professional, competent and diligent manner that would be expected of a professional person providing services of the kind described in the Contract; (b) in accordance with good safety practices and any applicable Legal Requirements and, if applicable, good industry practices; and (c) in accordance with any reasonable direction of Osmoflo.
- 4.4 The Supplier will engage and provide the services of all personnel required to perform the Services. The Supplier will ensure that all of the Supplier's personnel hold all current licenses, permits, endorsements and other certificates required by law or otherwise necessary to carry out the Services and are competent in every way to perform the Services. The Supplier is responsible for its employees and industrial relations with its employees and any subcontractors' employees and, insofar as they relate to the provision of the Services, must conduct its employee and industrial relations using the highest standard of skill, care and diligence. The Supplier must not hinder or adversely affect the employee and industrial relations of Osmoflo or any other employer on Osmoflo's premises.

#### 5. Records and Information

- 5.1 The Supplier will provide progress reports on the performance and progress of the Services under the Contract and matters arising in the course of such Services. The reports will be prepared and given with such frequency and in such format as Osmoflo may reasonably require from time to time.
- 5.2 The Supplier will keep full and accurate records relating to the performance and progress of the Services under the Contract and matters arising in the course of such Services. Osmoflo will be entitled to inspect and copy such records.

### PART C – GENERAL

#### 6. Term

- 6.1 The Supplier will supply the Goods, or commence the performance of the Services, on the date or within the period specified in the Contract and will continue to supply

- the Goods or perform the Services for the period specified in or determined in accordance with the Contract, unless the supply of the Goods or the performance of the Services are terminated earlier in accordance with the Contract.
- 7. Payment**
- 7.1 In consideration for the Supplier's performance of its obligations under the Contract, Osmoflo will pay the Supplier the rates or Price (as the case may be) specified in the Contract. The Price will be the sole consideration payable to the Supplier for the performance of the Contract, and includes:
- all amounts payable for the use of applicable patents, copyright, registered designs, trade marks and other Intellectual Property Rights;
  - all charges for the supply of the Goods or Services;
  - all costs in connection with the testing, inspection, packaging, delivery and insurance of the Goods or Services; and
  - all Taxes for which the Supplier is liable.
- 8. Manner of payment**
- 8.1 Unless otherwise specified in the Contract: (a) Osmoflo will pay the Price for Goods or Services no later than thirty (30) days from the end of the month in which the Supplier's correctly rendered invoice for the supply is received; and (b) the Supplier will be responsible for all costs, expenses and liabilities incurred by the Supplier in connection with the supply of the Goods and/or Services.
- 8.2 The Supplier must forward a correctly rendered invoice marked to the attention of 'Accounts Payable' at Osmoflo's address for payment of invoices as set out in the Contract.
- 8.3 Unless otherwise stated, the Supplier shall be entitled to render an invoice upon completion of the supply of the Goods and/or Services or, where performance of the Contract may exceed thirty (30) days in duration, at the end of each calendar month in which the Contract is performed.
- 8.4 An invoice is correctly rendered if it: (a) Complies with the provisions of Subdivision 29C of *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended and all associated rulings by the Australian Tax Office; (b) is addressed in accordance with the Purchase Order; (c) quotes the Purchase Order number; and (d) is, if required by Osmoflo, accompanied by documentation substantiating the amount claimed.
- 8.5 Any invoice incorrectly rendered may be returned, unpaid, to the Supplier for correction.
- 8.6 If the Supplier appears to be an Australian tax resident and no Australian Business Number is quoted on the tax invoice, an amount may be withheld in accordance with the *A New Tax System (Pay As You Go) Act 1999* (Cth).
- 9. Delay in Delivery**
- 9.1 The time for delivery of the Goods or Services, as specified in the Contract, is of the essence. If the time for delivery of the Goods or Services, as specified in the Contract, will not be met, the Supplier must immediately notify Osmoflo of any anticipated delay, its cause and the earliest possible delivery date. In such event, without prejudice to any other rights, Osmoflo may: (a) require the Supplier to deliver the Goods and/or Services by the most expeditious means of transportation including air-freight without any additional cost to Osmoflo; or (b) terminate all or any part of the Contract and Osmoflo will not be liable to pay the Supplier any damages, compensation or reimbursement for any Goods supplied or any work or Services performed or expense incurred by the Supplier after the date of termination.
- 10. Variation**
- 10.1 No variations, substitutions or changes will be made to quantities, Specifications and drawings specified in the Contract without Osmoflo's prior written consent.
- 10.2 Osmoflo may at any time vary quantities, Specifications and drawings specified in the Contract. If the Supplier determines that such variations will affect Price, delivery, warranty, guarantee or any other obligations under the Contract, the Supplier will give Osmoflo written notice of the effect of such variation within fourteen (14) days from the date when the variations were ordered. The parties will discuss and, if necessary, agree any changes with respects to Price, delivery, warranty, guarantee or any other obligations under the Contract. Disagreement on such changes will not delay the Supplier's performance of its obligations under the Contract. Unless the Supplier notifies Osmoflo of the effect of such variations, the Supplier will be deemed to have waived all claims against Osmoflo including but not limited to those for Price adjustment and/or extension of delivery date with respect to the variations.
- 11. Compliance with Legal Requirements and Directions**
- 11.1 In supplying the Goods, performing the Services or undertaking any work under the Contract, the Supplier will observe and comply with all Legal Requirements.
- 11.2 The Supplier must, at its own cost, ensure that its personnel (including its subcontractors) are aware of and comply with any Osmoflo or Client health, safety or security policies, procedures and directions whilst on Osmoflo's Premises. If required by Osmoflo, the Supplier must procure, at its own cost, that its relevant personnel complete induction training to the reasonable satisfaction of Osmoflo prior to their first entry on to Osmoflo's Premises.
- 12. Access**
- 12.1 Subject to clause 11.2, Osmoflo grants the Supplier access to Osmoflo's Premises for the purposes of performing its obligations under the Contract. The Supplier must remove any of its personnel from Osmoflo's Premises immediately upon request by Osmoflo.
- 12.2 The Supplier does not have exclusive possession of all or any part of Osmoflo's Premises but only such use and control as Osmoflo considers is necessary to enable the Supplier to perform the Services.
- 13. Termination and Default**
- 13.1 Osmoflo may immediately terminate the Contract, or any part thereof, by giving written notice to the Supplier, in which case and unless otherwise specified Osmoflo will pay to the Supplier:
- for work executed prior to the date of termination, the amount properly due for that part of the Contract properly performed to the date of service of the notice;
  - the cost of materials reasonably ordered by the Supplier for the Contract which the Supplier is liable to accept, but only if the materials become the property of Osmoflo on payment;
  - costs reasonably incurred by the Supplier in expectation of completing the entire Contract and not included in any payment by Osmoflo; and
  - the reasonable costs of demobilisation from Osmoflo's Premises.
- 13.2 If either party breaches any of its obligations under the Contract, the non-defaulting party may, by notice in writing, require the defaulting party to remedy the breach within fifteen (15) business days, failing rectification of which, the non-defaulting party may terminate the Contract, or any part thereof, immediately by written notice.
- 13.3 Notwithstanding anything to the contrary in this Agreement, if a Force Majeure Event occurs which prevents a party executing its obligations under the Contract and continues for a period of thirty (30) consecutive days, either party shall be entitled to terminate the Contract upon ten (10) days written notice to the other party.
- 13.4 Termination of the Contract for any reason will be without prejudice to the rights and remedies of either party accrued up to and including the date of such termination either under the Contract or at law.
- 14. Title and Risk to Goods**
- 14.1 Title to and property in the Goods will pass to Osmoflo upon payment therefor or upon delivery thereof at the place designated in the Contract, whichever occurs earlier. The Goods must be appropriately marked and identified as the property of Osmoflo. The Supplier will waive and cause to be waived all liens, charges, restrictions, reservations, security interests, encumbrances, retention of title arrangements and any other interests of the Supplier or any third party for work done, services rendered or the Goods or any part thereof furnished under the Contract.
- 14.2 Risk of loss or damage to the Goods passes to Osmoflo on delivery or otherwise in accordance with the applicable Incoterm.
- 14.3 If materials or parts of Goods are furnished by Osmoflo to the Supplier in connection with the Contract, the title to the material or parts will remain with Osmoflo and the risk of loss or damage to such materials or parts will be borne by the Supplier until the Goods are delivered to Osmoflo under the Contract.
- 15. Inspection, Tests and Acceptance**
- 15.1 At any time prior to acceptance, a representative of Osmoflo is entitled to inspect the Goods and/or Services, request and witness tests on the Goods and/or Services and undertake an audit for quality in respect of the Goods and/or Services. Osmoflo may reject any Goods and/or Services not found to be in accordance with this Contract. The Supplier must allow Osmoflo access or use its best endeavours to procure such access at any time to the Supplier's and any subcontractor's premises for this purpose. The Supplier must make this a condition of any subcontract.
- 15.2 The Supplier will, at its own cost, promptly rectify any defects in the Goods and/or Services discovered during such test and/or inspection and will comply with all other requests of Osmoflo's representative in relation thereto.
- 15.3 Notwithstanding Osmoflo's inspection, full compliance with Specifications, design criteria and other drawing and data specifications remain the responsibility of the Supplier.
- 15.4 Unless otherwise directed by Osmoflo, the Supplier will not delay the fabrication or manufacturing of the Goods due to tests or inspections.
- 15.5 After acceptance of the Goods and/or Services, Osmoflo can reject the Goods and/or Services for any non-conformity that could not have been discovered by reasonable inspection before acceptance.
- 15.6 If Osmoflo rejects any Goods pursuant to clause 15.1, title to and risk in the rejected Goods will re-transfer to the Supplier at the time of such rejection. Osmoflo will not be liable to pay for any rejected Goods or any costs or expenses associated with such rejection (including any applicable Tax, duty or costs associated with the return or collection of such Goods). Nothing in this clause will prejudice any rights Osmoflo may have under clause 13 to terminate the Contract or any rights it may have at law.
- 16. Warranties**
- 16.1 The Supplier warrants that all Goods and Services supplied under these Terms and Conditions will: (a) be free from Defect in workmanship and materials and fit for the purpose for which they are acquired; (b) be new and the best quality obtainable; (c) be manufactured and supplied in accordance with all relevant Legal Requirements, good industry practice and the requirements of the Contract; (d) conform with the description given by the Supplier and the conform with the Specifications and quantities in the Contract; (e) be free from any lien or encumbrance; and (f) not infringe any third party Intellectual Property Rights.
- 16.2 The delivery of a warranty from any subcontractor or third party will be in addition to the warranties given by the Supplier under these Terms and Conditions and will not relieve the Supplier from responsibility for its warranties under these Terms and Conditions.

16.3 Osmoflo holds the benefit of all warranties given by the Supplier under the Contract on trust for each Indemnified Party. The Supplier must execute such documentation as a Client may reasonably require to satisfy the Client that it is receiving the benefit of the relevant warranties.

**17. Defects Liability Obligations**

17.1 The Defects Liability period will be the earlier of fifteen (15) months from final delivery of the Goods or performance of the Services or twelve (12) months from the time the Goods or Services are first put into commercial operation, or such other term as is specified in the Contract (**Defects Liability Period**).

17.2 Where Osmoflo gives the Supplier notice of a Defect within the Defects Liability Period, the Supplier must, at its own cost, do all things necessary to remedy that Defect and must reimburse Osmoflo for any costs incurred in connection with the Defect, including the cost of Osmoflo remedying the Defect if the Supplier does not do so within a reasonable period following receipt of a notice of the Defect.

17.3 If Osmoflo determines that a Defect cannot adequately be remedied, then Osmoflo may, at its option, elect either to accept the non-conforming Goods with an adjustment in the Price or to direct that the Goods be removed and re-supplied at the Supplier's expense or that the Supplier reimburse or credit Osmoflo for any amount paid on account of the price of the Goods the subject of a Defect.

17.4 All remedial work will be subject to the provisions of the Contract. All remedial work will have its own separate Defects Liability Period of twelve (12) months commencing from completion of such remedial work.

**18. Supplier's Employee Obligations**

18.1 The Supplier will be solely responsible and bear: (a) the payment and remuneration to all its employees, agents and suppliers, including salaries and wages, leave entitlements and all other benefits to which any of them may be entitled under any contract, award, statute or common law; (b) the payment of all Taxes and duties; (c) costs in connection with workers compensation and insurance in relation to all risks appropriate to the duties of the employees, agents and suppliers; and (d) compliance with, and all costs of compliance with, all other statutory, award or other legal requirements with respect to its employees, agents and/or suppliers.

18.2 The Supplier is an independent contractor and must exercise independent control, management and supervision in the performance of the Contract. The Supplier is not Osmoflo's agent in any way.

**19. Indemnity**

19.1 The Supplier agrees to defend, hold harmless and keep indemnified the Indemnified Parties against all and any: (a) loss, damage, liabilities, penalties, costs and expenses relating to damage to, or loss of equipment, plant and property, personal injury or death; (b) financial loss; (c) claims, demands, actions, proceedings or liabilities and related costs and expenses made by third parties against, or incurred by, the Indemnified Parties in relation to damage to, or loss of property, personal injury or death or the infringement of a third party's Intellectual Property Rights; and (d) any other loss or liability of any nature whatsoever caused by or arising out of or in any way connected with the supply of the Goods and/or Services to the extent caused or contributed to by the negligent or wilful act or omission of the Supplier, the Supplier's personnel or agents.

19.2 The Supplier releases Osmoflo from all claims except to the extent that the claims are directly caused by the negligent acts or omissions of Osmoflo.

19.3 In the event that any of the Indemnified Parties suffers or incurs any loss, costs or expenses which the Supplier has indemnified the Indemnified Parties against pursuant to this clause 19, the Supplier must diligently and in good faith take all action to make and pursue a claim for indemnity under the insurances that the Supplier is required to obtain and maintain pursuant to clause 22.

19.4 Osmoflo holds the benefit of the indemnities provided by the Supplier under this clause 19 on trust for each Indemnified Party.

**20. Consequential Damages**

Except in relation to Clauses 11 (Compliance with Legal Requirements and Directions), 23 (Intellectual Property Rights) and 24 (Anti Bribery and Corruption), neither Osmoflo or the Supplier will be liable to the other party for any indirect or consequential loss or damages, including but not limited to any loss of profit, loss of use, loss of trading revenue, loss of contract and loss of production.

**21. Assignment and Novation**

21.1 The Supplier must not subcontract, novate or assign its rights under the Contract without the prior written consent of Osmoflo.

21.2 The Supplier will be liable to Osmoflo for the acts or omissions of any subcontractor or assignee as if those were the acts or omissions of the Supplier.

21.3 The Supplier acknowledges that Osmoflo may at any time assign or novate its rights and obligations under the Contract to any Client or any of Osmoflo's related bodies corporate without the consent of the Supplier.

21.4 The Supplier must do all things and execute those documents as may reasonably be required by Osmoflo to consent, and give effect, to any assignment or novation of the Contract by Osmoflo to any Client or any of Osmoflo's related bodies corporate.

**22. Insurance**

22.1 The Supplier will provide and maintain the following insurances: (a) insurance that protects the Goods until delivery has been completed in accordance with the Contract; (b) adequate public and product liability insurance against third party liabilities (c) for Services to be performed at Osmoflo premises or an Client site, workers compensation insurance in accordance with applicable laws and prudent

industry practice and adequate motor vehicle third party liability insurance and (d) all insurances required pursuant to any Legal Requirements.

22.2 The Supplier must, within five (5) business days of the request of Osmoflo, provide for inspection certificates of currency and copies of all policies of insurance required under these Terms and Conditions.

22.3 The Supplier must procure that any subcontractor authorised to supply the Goods or Services under this Contract complies with this clause 22.

**23. Intellectual Property Rights**

23.1 The Supplier acknowledges and agrees that nothing in this document gives the Supplier any right or entitlement to any of the Intellectual Property Rights of Osmoflo, and that, except to the extent strictly necessary for it to perform its obligations under this Contract, it must not access or use any of the Intellectual Property Rights of Osmoflo. The Supplier will not have any legal or equitable claim or right to any part of the Intellectual Property Rights of Osmoflo, except as provided for in this document.

23.2 Osmoflo acknowledges and agrees that, with the exception of Intellectual Property Rights comprised in or associated with custom Goods provided in the performance of the Services (**New Rights**), the Intellectual Property Rights comprised in and associated with the Goods and/or Services are owned by the Supplier. Osmoflo will not have any legal or equitable claim or right to any part of the Intellectual Property Rights comprised in and associated with the Goods and/or Services, except as provided for in this Contract.

23.3 The parties agree that the New Rights will vest in Osmoflo immediately upon creation and will be the sole and absolute property of Osmoflo. The Supplier will not have any legal or equitable claim or right to any part of the New Rights, except as provided for in this Contract, and agrees to execute (and procure the execution of) any documentation required by Osmoflo in relation to the registration or transfer of ownership in the New Rights to Osmoflo.

**24. Anti Bribery and Corruption**

24.1 The Supplier will at all times comply with Osmoflo's Anti Bribery and Corruption Policy (a copy of which can be viewed at [https://www.osmoflo.com/globalassets/about-us/190401\\_anti-bribery-and-corruption-policy.pdf](https://www.osmoflo.com/globalassets/about-us/190401_anti-bribery-and-corruption-policy.pdf)) and of which the Supplier acknowledges receipt.

24.2 In the event of breach of the Supplier's obligation under this clause 24, Osmoflo may, without prejudice to any other rights it may have, terminate the Contract. If the Contract is terminated under this clause 24, any payments already made to the Supplier under the Contract must be returned to Osmoflo without counterclaim or setoff.

**25. Confidentiality and Photography**

25.1 The Supplier must not disclose to any third party information supplied to it by Osmoflo in connection with any Contract without Osmoflo's prior written consent (including without limitation the existence, or terms, of the Contract).

25.2 The Supplier must not, and must ensure that its employees and subcontractors do not, take any photographs or video recording of any works being performed under the Contract or of Osmoflo's or a Client's premises (whether under the Contract or otherwise) without the prior written approval of Osmoflo.

**26. No Security Interest**

26.1 Terms used in this clause which are defined in the *Personal Property Securities Act 2009* (Cth) ("PPSA") have the same meaning as in the PPSA.

26.2 The Supplier: (a) acknowledges that Osmoflo does not grant the Supplier a security interest under these Terms and Conditions and the Supplier has no reasonable grounds to believe that it is, or will become, a secured party in relation to any Goods; and (b) agrees that it will not lodge any financing statement on the Personal Property Securities register in connection with the Goods or any contract.

**27. Sanctions**

27.1 The Supplier shall comply with any and all applicable sanctions and export control laws and regulations (collectively, "Laws and Regulations") of Japan, the United States, and the European Union (including the United Kingdom), along with the United Nations Security Council Resolutions under the Purchaser Order, including but not limited to refraining from selling precious metals, graphite, coal, iron, iron products, aluminium, aluminium products, steel, steel products, copper or copper products from Iran to Osmoflo in violation of Laws and Regulations of the United States.

27.2 The Supplier shall notify Osmoflo if the goods and/or services the Supplier provides under the Purchase Order ("Goods and/or Services") are subject to the Export Administration Regulations ("EAR") described as follows:

- (a) Goods and/or Services were produced in the United States.
- (b) Goods and/or Services are non-U.S. made products that contain 10% or more of controlled U.S. origin content.
- (c) Goods and/or Services are non-U.S. made products from U.S. origin technology or software.
- (d) Goods and/or Services are non-U.S. made products made by a plant or a major component of a plant, and that plant or major component of a plant is produced from U.S. origin technology or software.

**28. Miscellaneous**

28.1 Osmoflo and the Supplier must each appoint a representative for the purpose of liaising with the other party and will notify the other party of its appointed representative.

- 28.2 The Contract constitutes the entire agreement between the parties as to its subject matter and supersedes all previous negotiations and communications.
- 28.3 If there is any inconsistency between the documents constituting the Contract, unless otherwise provided, the documents will rank in order of precedence as follows: Purchase Order; Terms and Conditions; Specifications; documents attached, or incorporated by reference, to the Purchase Order.
- 28.4 No alteration or variation of the Contract will be binding on Osmoflo unless in writing and executed by the Supplier and Osmoflo.
- 28.5 Where conduct requires a consent or approval from Osmoflo, that consent or approval must be given before that conduct occurs. Any consent or approval may be withheld at the sole discretion of Osmoflo.
- 28.6 Any and all correspondence, documents and execution of services under the Contract, unless otherwise specifically designated, will be in the English language.
- 28.7 The Contract shall be governed by and construed in accordance with the laws of South Australia. The parties submit to the non-exclusive jurisdiction of the Courts of South Australia and the Federal Court of Australia (Adelaide Registry), and the Courts of Appeal therefrom.