

SUPPLY TERMS AND CONDITIONS**Recitals**

- A. ASI has agreed to supply the Goods and/or Services to the Customer.
- B. This Agreement sets out the terms on which the parties agree that ASI will supply the Goods and/or Services to the Customer.

1 Definitions and Interpretation**1.1 Definitions**

In this Agreement:

Agreement means this document and the Quotation.

ASI means Alliance Electric Pty Ltd (ACN 001 524 867), trading as Alliance SI.

ASI Representative means the person identified as such in the Quotation or such other person notified to the Customer by ASI.

Business Day means any day other than:

- (a) a Saturday, Sunday or public holiday in Sydney; or
- (b) 27, 28, 29, 30 or 31 December.

Change in Control means a change in the direct or indirect legal ownership of more than 50% of the issued share capital of the Customer.

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is designated as confidential on its disclosure; or
- (c) the Customer knows or ought to know is confidential.

Consumer has the meaning in the Australian Consumer Law.

Customer means the customer named in the Quotation.

Customer's Representative means the person identified as such in the Quotation or by the Customer by written notice to ASI.

Date of Agreement means the date identified as such in the Quotation.

Defects Liability Period means the period identified as such in the Quotation or, if no such period is identified:

- (a) 52 weeks in respect of Goods, commencing on the date of Delivery; and
- (b) 90 days in respect of Services, commencing on the date of performance.

Delivered means the point when, where the Quotation states that ASI is:

- (a) to unload the Goods, the Goods have been delivered to and safely unloaded at the Delivery Point; or
- (b) not required to unload the Goods, the Goods have been delivered to the Delivery Point and are ready for unloading.

Delivery Date means the date identified as such in the Quotation, as adjusted in accordance with this Agreement.

Delivery Point means the point identified as such in the Quotation.

Force Majeure Event means each of the following, including their effects, to the extent they are beyond the reasonable control of ASI:

- (a) confiscation by order of any authority or government;
- (b) mass sickness or illness, including the direct and indirect effects of COVID-19 and associated changes in Laws or new Laws; and
- (c) earthquake, fire, flood, cyclone or hurricane.

Goods means, subject to clause 3.1(c), the goods identified in the Quotation.

Intellectual Property Rights means any and all intellectual property rights and other proprietary rights in relation to inventions, innovations, ideas, patents, applications for patents, copyright (including future copyright), registered and unregistered designs, registered and unregistered trademarks, utility models, designs, rights in relation to circuit layouts and circuit layout designs, mask rights, rights in relation to technologies in development, trade secrets, know-how and confidential information and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organization of July 1967, including any right to register those rights.

Laws means all acts, regulations, by-laws, orders, licences, approvals and authority requirements and fees payable in connection with any of them.

Personnel means a party's employees, agents, officers and contractors.

PMSI means a purchase money security interest as defined in section 14 of the PPSA.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Price means the price for the Goods and/or Services set out or determined in accordance with the Quotation, as adjusted in accordance with this Agreement.

Qualifying Cause of Delay means:

- (a) an act or omission or breach of this Agreement by the Customer or any of its Personnel;
- (b) the direction of a variation by the Customer;
- (c) inclement weather and its effects;
- (d) a direction pursuant to clause 1.3(b);
- (e) the occurrence of a Force Majeure Event;
- (f) a deficiency in any good or work with which a Good or Service will interface; and
- (g) suspension pursuant to clause 11.

Quotation means a quotation issued by ASI to the Customer in respect of the Goods and/or Services.

Security Interest means a mortgage, charge, lien, pledge, security interest, title retention, trust, preferential right or encumbrance and includes that term as defined in the PPSA.

Services means the services identified in the Quotation.

Tax Invoice means a tax invoice that complies with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

WHs Laws means the *Work Health and Safety Act 2011* (NSW) and *Work Health and Safety Regulations 2017* (NSW) and similar Laws in other relevant jurisdictions.

1.2 Interpretation

In this Agreement:

- (a) a reference to a document includes all variations to or replacements of it;
- (b) a reference to a person includes its executors, administrators, successors, substitutes and permitted assigns;
- (c) a reference to time is to time in Sydney;
- (d) if a period is specified, it is to be calculated exclusive of the day on which the relevant notice is given or event occurs;
- (e) if the day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day (as appropriate);
- (f) headings do not form part of and are not to be used in interpreting this Agreement;
- (g) a reference to 'dollar' or '\$' is a reference to Australian dollars;
- (h) measurements must be in the legal units of measurement of Australia;
- (i) all communications between the parties must be in English;
- (j) no term of this Agreement will be construed against a party on the basis that this Agreement or such term was put forward by that party; and
- (k) unless stated otherwise in this Agreement, ASI and the ASI Representative may exercise their discretions and rights in their absolute discretion.

1.3 Ambiguity or discrepancy

- (a) If either party discovers any ambiguity or inconsistency in or between any document(s) that form this Agreement, it must promptly advise the ASI Representative in writing.
- (b) Following its receipt of a notice under clause 1.3(a), the ASI Representative must give the parties a direction as to the interpretation that applies and they must comply with such direction.

1.4 Application of this Agreement

- (a) Notwithstanding anything contained in any correspondence between the parties or purchase order or similar document issued to ASI by or on behalf of the Customer, this Agreement:
- (i) constitutes the entire agreement between the parties in relation to the supply of the Goods and/or Services;
- (ii) supersedes all prior correspondence between the parties or purchase order or similar document issued to ASI by or on behalf of the Customer; and
- (iii) is accepted by the Customer on the earliest of the Customer:
- (A) returning a signed copy of the Quotation to ASI; or
- (B) agreeing, verbally or in writing, that ASI will supply some or all of the Goods and/or Services.

2 Engagement

ASI must Deliver the Goods and perform the Services in accordance with this Agreement and the Customer must pay ASI the Price for doing so.

3 Representations and Warranties

3.1 General

The Customer warrants and repeats on each day of the term of this Agreement that, in entering into this Agreement, it:

- (a) did not rely on any representation from ASI other than those expressly incorporated into this Agreement;
- (b) does not do so as the trustee of a trust; and
- (c) accepts that:
 - (iv) ASI may alter the design or specification of any Good without notice to the Customer and without otherwise affecting the validity of this Agreement;
 - (v) any performance figures included in this Agreement are based on ASI's experience, but may not be achieved by the Customer and ASI has no liability to the Customer for any such failure unless specific performance figures are expressly guaranteed in the Quotation; and
 - (vi) all specifications, drawings, illustrations, data, dimensions and weights of the Goods are approximate only and ASI has no liability to the Customer for any differences unless specific parameters are expressly guaranteed in the Quotation.

3.2 Customer acknowledgments

The Customer acknowledges and agrees that ASI enters into this Agreement relying on the warranties in clause 3.1 and would not have done so without them.

3.3 ASI warranties

ASI warrants and repeats on each day of the term of this Agreement that all:

- (a) Goods will, on their Delivery, comply with this Agreement; and
- (b) Services will, on their completion, comply with this Agreement.

4 Delivery

4.1 General

Unless Delivery by the Delivery Date is expressly warranted by ASI in the Quotation:

- (a) the Delivery Date is an estimated date only;
- (b) ASI must use reasonable endeavours to achieve Delivery by the Delivery Date; and
- (c) any failure by ASI to achieve Delivery by the Delivery Date does not entitle the Customer to:
 - (vii) bring any claim against ASI; or
 - (viii) terminate this Agreement.

4.2 Staged Delivery

ASI reserves the right to Deliver the Goods in stages.

4.3 Access and conditions at Delivery Point

The Customer must:

- (a) supply ASI with all access needed to efficiently and safely Deliver the Goods to and perform the Services at the Delivery Point; and
- (b) ensure that conditions at the Delivery Point are such that ASI can efficiently and safely Deliver the Goods to and perform the Services at the Delivery Point.

4.4 Inspection and acceptance

- (a) ASI is not liable for any:
 - (ix) shortfall in Goods Delivered and/or Services performed; or
 - (x) defects in Goods Delivered and/or Services performed that were present on their Delivery or supply,
 unless the Customer notifies ASI of such issue, including full detail of all relevant issues, within 2 Business Days after the date of Delivery or performance of the relevant Services.
- (b) If the Customer does not issue a notice in accordance with clause 4.4(a), it will be deemed to have accepted all relevant Goods and/or Services on the expiry of the period included in that clause.

5 Delay

5.1 Extension of time

If ASI:

- (a) is or will be delayed in Delivering Goods and/or performing Services by a Qualifying Cause of Delay; and
 - (b) issues a notice to this effect to the Customer Representative,
- the ASI Representative must determine the extension of time needed to overcome the effects of the delay and the Delivery Date will be extended accordingly.

5.2 Delay damages

If ASI:

- (a) is or will be delayed in Delivering Goods and/or performing Services by an event listed in any of paragraphs (a) or (c) – (g) of the definition of Qualifying Cause of Delay; and
 - (b) issues a notice to this effect to the Customer Representative,
- the ASI Representative must determine the additional costs incurred by ASI as a result of such delay and such costs will be due and payable to ASI by the Customer.

6 Force Majeure Event

If ASI is unable, wholly or in part, by reason of a Force Majeure Event, to perform an obligation under this Agreement and it:

- (a) provides the Customer within 5 Business Days after the commencement of the relevant Force Majeure Event with details of the event, affected obligations and, to the extent known, likely extent to which it will be unable to perform or be delayed in performing such obligations; and
 - (b) uses reasonable endeavours to mitigate the effects of the Force Majeure Event,
- all affected obligations are suspended to the extent they are adversely affected by the Force Majeure Event.

7 Inspection and testing

Any inspection or testing of Goods by or on behalf of the Customer must be performed in:

- (a) accordance with ASI's recommended practices; and
- (b) the presence of and at the place nominated by ASI.

8 Risk and title

8.1 Risk

Risk in Goods passes to the Customer on their Delivery.

8.2 Title

- (a) Title in Goods passes to the Customer on full payment to ASI for such Goods.
- (b) In the period between Delivery of Goods and title passing in accordance with clause 8.2(a), the Customer must:
 - (i) store such Goods at the Delivery Point and mark them such that they are clearly identifiable as ASI property;
 - (ii) only use such Goods for the purpose for which they are supplied;
 - (iii) if it receives payment from a third party for some or all such Goods, hold on trust the amount of such proceeds as is equal to the amount payable to ASI in respect of such Goods;
 - (iv) except as provided in clause 8.2(b)(iii), not grant anyone any Security Interest over any such Goods or deal with them in a way that will or may prejudice any of ASI's rights under this Agreement or the PPSA; and
 - (v) insure such Goods:
 - (A) at the Customer's cost and naming ASI on the policy as an insured party; and
 - (B) for their replacement value and against all risks.

9 PPSA

9.1 Definitions

In this clause 9, terms which have a defined meaning in the PPSA have the same meanings as in the PPSA.

9.2 Customer's acknowledgements, consents and obligations

The Customer:

- (a) acknowledges and agrees that this Agreement:
 - (i) constitutes a Security Agreement; and

- (ii) creates a Security Interest in favour of ASI, including in relation to all Goods Delivered under this Agreement and the proceeds of the sale of those Goods;

(together, **Collateral**);

- (b) consents to ASI registering its Security Interest over some or all Collateral and must do everything necessary to ensure that such Security Interest has the priority required by ASI;
- (c) agrees that any purchase by the Customer on credit from ASI or retention of title supply pursuant to this clause 9 will constitute a PMSI;
- (d) agrees that the PMSI granted pursuant to clause 9.2(c) will apply to any Goods coming into existence or proceeds of sale of such Goods;
- (e) acknowledges and agrees that the Security Interests created by this clause 9 continue in full force notwithstanding that relevant Goods may be processed, commingled or become an accession with other goods;
- (f) must:
 - (i) give ASI 14 days' prior written notice of any change in the Customer's name or any other details, and ensure that all applicable Financing Change Statement are updated with such details;
 - (ii) promptly execute all further documents and do all other things ASI directs the Customer to do to register:
 - (A) a Financing Statement or Financing Change Statement on the PPS Register in relation to any Security Interest over the Collateral; and
 - (B) any other document on the PPS Register which is necessary to perfect the Principal's Security Interest over the Collateral;
 - (iii) not register, or permit to be registered by any third party, a Financing Statement or Financing Change Statement in respect of any Collateral, without the prior written consent of ASI;
 - (iv) keep full and complete records of all Collateral; and
 - (v) indemnify ASI in respect of all expenses ASI incurs in registering a Financing Statement or Financing Change Statement or releasing Goods charged by such statement.

9.3 General

The parties agree that:

- (a) to the fullest extent permitted by Law, the following sections of the PPSA do not apply to this Agreement: sections 95, 121(4), 125, 129, 130, 132(3)(d), 132(4), 135, 142 and 143;
- (b) unless otherwise agreed by the ASI Representative in writing, the Customer waives its right to receive a Verification Statement in accordance with section 157 of the PPSA;
- (c) neither party will disclose information of the kind contemplated in section 275(1) of the PPSA;
- (d) the Customer will not authorise, and will ensure that no other person authorises, the disclosure of information of the type contemplated in clause 50.3(iii), except where required by section 275(7) of the PPSA; and
- (e) in addition to its other rights under this Agreement, ASI may exercise any and all remedies afforded to it as a Secured Party under Chapter 4 of the PPSA including, without limitation, entry into any building or premises owned, occupied or used by the Customer, to search for and seize, dispose of or retain Collateral over which ASI has a Security Interest and, where such action is taken, the Customer must indemnify ASI from and against all losses and damages suffered or incurred by ASI in doing so.

10 Variations

10.1 Variation request

- (a) The Customer may, by written notice titled 'Variation Request', request that ASI provide a proposal to vary the Goods and/or Services.
- (b) Within 10 Business Days after its receipt of a Variation Request, ASI must confirm to the Customer:
 - (vi) whether the proposed variation can be effected; and
 - (vii) if it can be, the time, cost and other implications of giving effect to it.
- (c) If the Customer accepts a proposal submitted by ASI in accordance with clause 10.1(b), this Agreement will be amended in accordance with such proposal or as otherwise agreed by the parties in writing.
- (d) If ASI:
 - (i) receives a direction from the Customer which it considers to be a direction to carry out a variation; and
 - (ii) notifies the Customer of this belief prior to giving effect to the direction,

ASI is not obliged to comply with the direction until its effects are agreed by the parties in writing.

11 Suspension

- (a) ASI may suspend the Delivery of Goods or the performance of Services at any time by notice to the Customer if the Customer is in breach of this Agreement.
- (b) ASI must resume Delivery of suspended Goods and/or the performance of suspended Services within a reasonable period after the Customer remedies the relevant breach.

12 Safety

- (a) The Customer must ensure that all places made available by the Customer for use by ASI and its Personnel in the performance of this Agreement are safe and comply with all WHS Laws.
- (b) Without limiting clause 12(a), the Customer must:
 - (iii) notify the ASI Representative immediately of all work health and safety matters arising out of, or in any way in connection with, the performance of this Agreement; and
 - (iv) exercise a duty of utmost good faith to ASI in performing this Agreement to enable ASI to discharge its duties under the WHS Laws.

13 Intellectual Property Rights

13.1 General

- (a) Nothing in this Agreement affects the ownership of either party's Intellectual Property Rights.
- (b) On and from the Customer's payment of all amounts due and owing under this Agreement in respect of the relevant Goods and/or Services, ASI grants the Customer a royalty free licence to use all Intellectual Property Rights incorporated in the relevant Goods and/or Services for the purposes contemplated in this Agreement.

13.2 Restrictions on use

The Customer must not decompile, disassemble, reverse engineer, manufacture, duplicate or modify any Good or Service or component thereof, nor reproduce, copy or disclose nor permit others to reproduce, copy or disclose any Good or Service supplied to it pursuant to this Agreement.

13.3 Infringement

In the event of any third party claim against the Customer for infringement of any Intellectual Property Right relating to any Good or Service or component thereof (excluding any component based on a specification or design provided or specified by the Customer), ASI will use reasonable endeavours to either:

- (a) replace or modify such Good, Service or component with non-infringing items; or
- (b) procure for the Customer the right to use such item, provided always that the Customer:
 - (c) promptly notifies ASI in writing of any such claim and provides ASI with all information and assistance ASI requires in relation to it; and
 - (d) affords ASI full opportunity to conduct all negotiations in respect of such claims.

13.4 Customer Intellectual Property Rights

The Customer:

- (a) warrants and repeats on each day of the term of this Agreement that it is entitled to lawfully provide ASI with all things provided to ASI by or on behalf of the Customer in relation to this Agreement and grant the licence in clause 13.4(b);
- (b) grants to ASI a royalty-free, worldwide, non-exclusive, perpetual, transferable and irrevocable licence (including a right to sublicense) to use, publish, copy, modify and adapt all Intellectual Property Rights incorporated in things of the type contemplated in clause 13.4(a) for all relevant purposes contemplated in this Agreement; and
- (c) must indemnify ASI from and against all loss and damage suffered or incurred by ASI as a result of a breach of this clause 13.4 by the Customer.

14 Defects

14.1 General

To the fullest extent permitted by Law, the Customer acknowledges and agrees that:

- (a) ASI is not liable for any of the following:
 - (i) replacement or repairs required as a result of misuse, maladjustment, modification or lack of routine maintenance by others;

- (ii) deterioration or consumption as a result of normal use (such as lamps, bulbs, fuses and batteries); and
- (iii) products, materials or parts supplied or manufactured by or on behalf of the Customer;
- (b) where the Customer believes a Good is defective, it must return the Good to ASI at its own risk and cost;
- (c) ASI is not liable for work performed by others on behalf of the Customer, even if the subject Good or Service was originally the subject of a defect;
- (d) second hand Goods are provided on an 'as is' basis and not subject to any warranties unless expressly stated otherwise in the Quotation;
- (e) ASI does not warrant the accuracy or completeness of any information or other material it provides to you under or in relation to this Agreement;
- (f) all other terms, conditions and warranties or guarantees implied by Law are hereby excluded; and
- (g) where a defect is notified to ASI in writing and, in the case of a Good, the relevant Good is returned to ASI, prior to the expiry of the Defects Liability Period, ASI must, at its election, either:
 - (i) in the case of a Good, repair or replace the relevant Good or refund all amounts paid in respect of such Good; or
 - (ii) in the case of a Service, reperform the relevant Service or refund all amounts paid in respect of such Service.

15 Payment

15.1 Payment

- (a) ASI will claim payment of the Price progressively by issuing Tax Invoices to the Customer that detail the Goods to be Delivered and Services to be performed since the last Tax invoice was issued.
- (b) The Customer must pay ASI the amount claimed in a Tax Invoice within 45 days after the date on which it is issued by ASI, in Australian dollars and as a precondition to ASI being obliged to:
 - (i) Deliver the relevant Goods; or
 - (ii) perform the relevant Services.

15.2 Rise and fall

If the:

- (a) cost of ASI Delivering particular Goods or performing particular Services increases prior to their Delivery or performance; and
- (b) cause of such increase is beyond ASI's reasonable control,

ASI may increase the price of the relevant Good or Service by written notice to the Customer.

16 Taxes and GST

- (a) Subject to clause 15.2 and the remainder of this clause, ASI must pay all taxes concerning the supply of the Goods and performance of the Services.
- (b) Each party warrants to the other that it is registered for GST and must immediately notify the other if it ceases to be so registered.
- (c) If consideration given by a party (Payer) in connection with this Agreement does not include GST and is consideration for a taxable supply for which the party who makes the supply (Supplier) is liable for GST, the Payer must pay the Supplier an additional amount equal to the consideration multiplied by the rate of GST.

16.1 Interest

If the Customer fails to pay ASI an amount due and owing to ASI under or arising out of this Agreement, the Customer must pay ASI interest on that amount (calculated daily) at the then current NSW Supreme Court post-judgment interest rate until all relevant amounts are paid to ASI.

17 Dispute resolution

- (a) If a dispute arises under or out of this Agreement, either party may issue a notice to the other setting out details of the dispute.
- (b) Within 10 days after a notice is received by a party in accordance with clause 17(a), senior representatives from each party must meet to attempt to resolve the dispute in good faith.
- (c) If a dispute is not resolved within 15 days after the meeting referred to in clause 17(b), either party may commence litigation to resolve it.
- (d) The Supplier must continue to perform this Agreement despite the existence of a dispute.
- (e) Nothing in this clause 17 prejudices the right of a party to seek injunctive or urgent relief.

18 Default and Termination

- (a) If the Customer commits a substantial breach of this Agreement, ASI may issue it with a written notice to show cause which states:
 - (iii) the alleged substantial breach;
 - (iv) that the Customer is required to show cause in writing; and
 - (v) the time by which the Customer must do so.
- (b) If the Customer fails to show cause to ASI's satisfaction by the required time, ASI may immediately terminate this Agreement by written notice to the Customer.
- (c) Notwithstanding the remainder of this clause 18, if the Customer commits a substantial breach of this Agreement that is incapable of remedy, ASI may immediately terminate this Agreement by written notice to the Customer.

19 Termination for Insolvency

If ASI believes the Customer is or may soon be financially unable to proceed with this Agreement, ASI may, to the extent permitted by Law, immediately terminate this Agreement by written notice to the Customer.

20 Effect of termination

If ASI terminates this Agreement pursuant to clause 18 or 19, its rights and the Customer's obligations will be the same as they would be at Law if:

- (a) the Customer had repudiated this Agreement; and
- (b) ASI had accepted such repudiation and terminated this Agreement.

21 Confidentiality

- (a) Subject to clause 21(b), the Customer must not, without the prior written consent of the ASI Representative, divulge or permit its Personnel to divulge (other than to properly perform this Agreement) any Confidential Information.
- (b) Clause 21(a) does not apply to Confidential Information which is:
 - (vi) made public through no default of the Customer or any of its Personnel; or
 - (vii) required to be disclosed by Law.

22 Media

The Customer must not discuss this Agreement, any Good or Service or ASI (including its Personnel) with any media without the ASI Representative's prior written approval and must refer all such enquiries to the ASI Representative.

23 Change in Control

The Customer must not be the subject of a Change in Control without the prior written consent of the ASI Representative.

24 Indemnity

The Customer must indemnify and keep indemnified on demand and by way of continuing indemnity, defend and save harmless, ASI from and against all losses it suffers or incurs in respect of or arising out of any:

- (a) breach of this Agreement by the Customer or any of its Personnel; or
- (b) wilful, unlawful or negligent act or omission of the Customer or any of its Personnel;
- (c) breach by the Customer or any of its Personnel of the Intellectual Property Rights of a third party or any claim by a third party against ASI in respect of any Intellectual Property Rights licensed to it by or on behalf of the Customer under this Agreement; or
- (d) damage to or loss of property or injury to or sickness or death of any person, caused or contributed to by the Customer or any of its Personnel,

however, such liability will be reduced to the extent that a negligent act or omission of ASI caused or contributed to the relevant claim or loss.

25 Limitation of liability

25.1 Indirect Loss

To the fullest extent permitted by Law, ASI has no liability to the Customer or any of its Personnel under or arising out of this Agreement for any of the following types of loss or damage:

- (a) loss of revenue, use, production, goodwill, profit, data, business, contract or anticipated savings;
- (b) financing costs or increase in operating costs; or
- (c) other purely financial or economic or other special or indirect loss or damage.

25.2 General

- (a) If the Customer is not a Consumer, to the fullest extent permitted by Law, ASI's aggregate liability to the Customer under or arising out of this Agreement or any Law is capped at the Price.

- (b) If the Customer is a Consumer, ASI's:
- (i) liability for any failure to comply with a guarantee required under the Australian Consumer Law is limited as follows:
 - (A) if the failure cannot be remedied or is a 'major failure' under the Australian Consumer Law (a 'Relevant Failure'), ASI's liability is as stated in the Australian Consumer Law in respect of the Relevant Failure; or
 - (B) if the failure is not a Relevant Failure, then in ASI's absolute discretion, if the failure is in respect of:
 - (1) Services, ASI's liability is limited to the resupply of those services, payment of the cost of having those services resupplied or refunding all amounts paid to it by the Customer in respect of such Service; or
 - (2) Goods, ASI's liability is limited to replacement of the Goods, supply of an equivalent good, repair of the Goods, cost of replacing the Goods or having it repaired or refunding all amounts paid in respect of such Good; or
 - (ii) aggregate liability to the Customer in all other instances under or arising out of this Agreement or any Law is capped at the Price.

25.3 Time bar

To the fullest extent permitted by Law, all causes of action the Customer may have against ASI arising out of or in connection with the supply of the Goods or performance of the Services will expire 30 days after the date of accrual of the relevant claim unless such claim is notified to ASI in writing and in full within that period.

26 Notices

A notice under this Agreement is only effective if it is in writing, signed by the party's Representative, addressed to the other party's Representative and left at or mailed or emailed to the addressee's address in the Purchase Order. If:

- (a) left at the addressee's address in the presence of a member of its Personnel between 9:00am and 5:00pm on a Business Day, it is taken to have been immediately received;
- (b) sent by mail, it is taken to have been received 3 Business Days after posting; or
- (c) sent by email, the *Electronic Transactions Act 2000* (NSW) applies to determine when it is received.

27 Assignment and Subcontracting

ASI may:

- (a) assign any of its rights under this Agreement; and/or
- (b) subcontract the performance of any of its obligations under this Agreement, without the Customer's consent.

28 Waiver

Nothing in this Agreement will be waived, discharged or released unless it is done so in writing.

29 Governing Law

This Agreement is governed by the laws of New South Wales and each party irrevocably submits to the jurisdiction of the courts of that State.

30 Entire Agreement

This Agreement contains the entire agreement between the parties in respect of its subject matter.

31 Assignment and novation

The Supplier must not assign, transfer, novate or otherwise create an interest in any or all of its rights or benefits under this Agreement without the prior written consent of the ASI Representative.

32 Giving effect to this Agreement

The Supplier must do anything, and ensure that its Personnel do anything, ASI may reasonably require to give full effect to this Agreement.

33 Invalidity and enforceability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement and the invalid or unenforceable part is severable.

34 Amendment

This Agreement may only be amended by a document signed by or on behalf of each party.

35 Survival

This clause 35 and clauses 1, 3, 4.1, 4.2, 4.4, 5, 6, 8, 9, 13, 14.1, 16, 17, 20 - 22, 24 and 26 - 34 survive the expiry or termination of this Agreement.