



GREENLANDS
EQUIPMENT

Standard Terms and Conditions of Sale of Goods

Hollis Industries Pty Ltd (ACN 631 036 783) as trustee for the Martin Trust (ABN 49 860 172 374) trading as Greenlands Equipment

The following standard terms and conditions (Standard Terms) apply to all supplies of goods by **Hollis Industries Pty Ltd (ACN 631 036 783) as trustee for the Martin Trust (ABN 49 860 172 374) trading as Greenlands Equipment ("GE")** to you, unless GE's Authorised Representative agrees (in writing) to the contrary, or you have entered into a formal supply agreement with GE for the relevant goods and/or services.

1. **QUOTATION**
 - 1.1 If GE provides a Quotation to you, GE is making an offer to supply the Goods to you.
 - 1.2 GE may withdraw or vary the Quotation at any time before you accept the Quotation or issue a Purchase Order to GE.
2. **CONTRACT**
 - 2.1 By issuing a Purchase Order to GE or by accepting the Quotation in writing (including by way of email or any other types of electronic communications), you have entered into binding contract ("**Contract**") with GE.
 - 2.2 The Contract comprises the following:
 - (a) The Standard Terms;
 - (b) The Quotation (and any other schedules or attachments to the Quotation);
 - (c) The Purchase Order.
 - 2.3 If there is any inconsistency between any provision in the documents in clause 2.2, the Standard Terms will take precedence, followed by the Quotation and the Purchase Order.
 - 2.4 Each Contract is a separate contract for the supply of Goods under the particular Purchase Order or Quotation.
 - 2.5 The Contract will commence on the date that GE accepts the Purchase Order or GE performs its supply obligations under the Contract.
 - 2.6 Any terms and conditions (or document containing your standard terms and conditions of purchase) that you include in the Purchase Order (or in any other written communications to GE) will be of no legal effect and do not form part of the Contract, unless GE's Authorised Representative expressly agrees in writing that your proposed term or condition is accepted.
- 2.7 Nothing in the Contract affects any non-excludable statutory rights or remedies that you may have.
3. **PRICE**
 - 3.1 Subject to clause 3.3, the Price is the price of the Goods as indicated by GE in the Quotation or in GE's invoice to you.
 - 3.2 Unless otherwise stated, the Price does not include:
 - (a) GST;
 - (b) bank or credit card transaction costs;
 - (c) delivery charges;
 - (d) taxes or duties.
 - 3.3 The Price is subject to increases at GE's discretion in any of the following situations:
 - (a) You propose to vary or change the Purchase Order;
 - (b) GE varies the Purchase Order due to inaccurate or incomplete information or requirements that you had provided to GE.
4. **PAYMENT**
 - 4.1 If you have an account with GE, you will pay in accordance with the payment terms stipulated in the account, and within your approved credit limit.
 - 4.2 If you do not have an account with GE, unless otherwise agreed full payment will be required before GE delivers the Goods to you.
 - 4.3 If you fail to pay GE's invoices before the due date, GE may charge daily interest, at 1.5% per month, compounding monthly, on the overdue amount. If GE charges interest, you must pay it within 7 days after GE requests or demands. GE also has the right to suspend its performance of the Purchase Order until the payment is received.
 - 4.4 You may make payment using electronic funds transfer ("**EFT**") or any other methods as agreed by GE. If GE agrees to accept payment by credit card, you agree to bear any additional charges

associated with the credit card payment. You also agree to bear any bank transaction charges (if any) that GE incurs on EFT transactions.

4.5 You must make all payments to GE free from any deductions, set-off or claim of any kind whatsoever.

4.6 If you choose to pay by credit card and you provide your credit card details to GE over the phone, you authorise GE to charge the amount in GE's invoice to your nominated credit card.

4.7 If for any reason, GE did not receive your payment, the payment is taken not to have been made. your payment obligation under the Contract will not be discharged.

5. DELIVERY

5.1 Unless otherwise agreed by GE, GE will deliver the Goods on EXW (INCOTERM) basis. You must arrange to collect the Goods without delay. If GE incurs any storage costs because you fail to collect the Goods promptly, you agree to reimburse GE for the storage costs.

5.2 You will bear all delivery and freight costs, unless GE agrees otherwise. You also agree to pay for any additional cost that GE incurs for any re-delivery due to your fault (for example, by providing GE with incorrect delivery address or instructions).

5.3 GE (or its freight carrier or agent) is not obliged to obtain a written acknowledgement of delivery from you or your representative when that person takes delivery of the Goods. GE may take other evidence (for example, photographs) that the Goods have been delivered to the Delivery Address and you agree such evidence will be conclusive evidence that GE (or its freight agent or agent) has effected the delivery.

5.4 You must inspect the Goods on delivery or within 3 days after the delivery. You must notify GE in writing within 3 days from the date of delivery of any damage, defect or non-compliance of the Goods with the Contract. If you fail to notify GE within the specified time, you are deemed to have accepted the Goods.

5.5 If the Goods do not comply with the Contract, GE will at its sole discretion elect whether to replace or to rectify the Goods.

6. DELAYS

6.1 GE will provide you with the Delivery Date for the Goods after it has accepted the Purchase Order.

6.2 GE will use reasonable endeavours to notify you if it becomes aware of any possible delay in the delivery of the Goods.

6.3 The Delivery Date is intended only as an estimate, and may be subject to delays. GE will not be liable to you for any loss or damage resulting from late delivery of the Goods. GE's delay will not entitle you to repudiate or terminate the Contract.

6.4 GE will be entitled to an extension of time for the delivery of the Goods if the delay is due to:

- (a) any act or omission of you or your employees, agents, other contractors or any third party;

- (b) any event of Force Majeure;
- (c) any variation;
- (d) any other reason beyond GE's reasonable control.

7. VARIATIONS

7.1 If at any time during the Contract, you request GE to vary the Purchase Order or the Goods (whether as to the nature, quality, quantity, specifications etc) ("**Proposed Variation**"), GE will consider the Proposed Variation and GE will either:

- (a) confirm with you whether the Proposed Variation is feasible and the effect of the Proposed Variation on the Delivery Date and the Price; or
- (b) notify you that the Proposed Variation is not feasible.

7.2 If clause 7.1(a) applies and you agree to the adjustments to the Price and the Delivery Date, GE may require you to issue an amended Purchase Order or an additional Purchase Order.

7.3 GE is entitled to be paid the agreed amount for performing the Proposed Variation (whether or not you had complied with the formal requirements in clause 7.2).

7.4 If the Parties cannot agree on the price for the Proposed Variation or the impact on the Delivery Date within 10 Business Days (or such longer time as mutually agreed by the Parties) from your request in clause 7.1, GE will not perform the Proposed Variation and the Proposed Variation will have no effect on the Contract.

8. WARRANTY

8.1 Subject to clause 8.3, GE gives the following warranties:

- (a) Goods supplied will be of acceptable quality ("**Goods Warranty**").

8.2 The warranty period in clause 8.1 are as follows:

- (a) Goods Warranty – 12 months from the date of delivery (or the date of commissioning if installation of the Goods is carried out by GE), except that for engines, motors, pumps and generators, the warranty period will be 12 months from the date of commissioning or 2,000 hours of operation, whichever is earlier.

8.3 The warranty in clause 8.1 do not apply in the following situations:

- (a) use of the Goods for purposes that were not disclosed to GE prior to the supply;
- (b) defect or damage caused by you or your Personnel;
- (c) normal wear and tear of the Goods;
- (d) accident or misuse;
- (e) modification, alteration or interference with the Goods without GE's consent;
- (f) continued use of the Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user;

<p>(g) failure to maintain the Goods in accordance with GE's manual or recommendations;</p> <p>(h) incorrect voltage or unapproved electrical connections;</p> <p>(i) repairs, servicing or any other works carried on the Goods by a third party without GE's prior written consent;</p> <p>(j) incorrect use of the Goods or failure to follow GE's (or the original manufacturer if relevant) operating guidelines, instructions or manual; or</p> <p>(k) You have not fully paid for the Goods.</p>	<p>10.4</p> <p>10.5</p> <p>10.6</p>	<p>You waive your right under section 157 of the PPSA to receive notice of any registration of GE's Security Interest.</p> <p>You must assist us in registering, perfecting, enforcing or otherwise dealing with GE's Security Interest or any of GE's other rights.</p> <p>You must notify GE in writing of any change to your details (including your registered office address and principal place of business) set out in the Contract within 7 days from the date of the change.</p>
<p>8.4 All warranty claims must be made with GE within 14 days of discovery of the alleged defect. The warranty claim must be in writing and GE will investigate the cause of the alleged defect or fault.</p> <p>8.5 If GE determines that the alleged defect or fault is under warranty, GE's liability is limited to the liability in clause 13.2.</p> <p>8.6 If the Goods supplied are used goods (or equipment), you accept the Goods on an "as is" basis and GE does not give any warranty that such used Goods are new.</p>	<p>11.</p> <p>11.1</p> <p>11.2</p>	<p>CONFIDENTIALITY</p> <p>Subject to clause 11.2, neither Party shall at any time use, copy, reproduce, distribute or disclose to any third party any Confidential Information provided by the other Party ("Disclosing Party") unless the Disclosing Party has given prior written consent.</p> <p>Clause 11.1 does not apply in the following circumstances:</p> <p>(a) the Confidential Information is in the public domain (other than by reason of the receiving Party's ("Receiving Party") breach of confidentiality);</p> <p>(b) if required by law, stock exchange or regulatory authority to make the disclosure;</p> <p>(c) the disclosure is to the Receiving Party's employees, Related Body Corporates, or contractors as is reasonably necessary in connection with the Contract;</p> <p>(d) the disclosure is made to the Receiving Party's professional advisors who need to know the Confidential Information solely for the purposes of the Contract; or</p> <p>(e) the Receiving Party has received the Disclosing Party's prior written consent for the proposed disclosure of the Disclosing Party's Confidential Information.</p>
<p>9. TITLE AND RISK</p> <p>9.1 Title in the Goods passes to you from the time GE receives full payment for the Goods from you.</p> <p>9.2 Risk in the Goods passes to you from the time the Goods are delivered to you, your agent or your nominated carrier.</p> <p>9.3 If the title in the Goods has not passed to you, then:</p> <p>(a) you must store the Goods separately and ensure that it is clearly marked as GE's property; and</p> <p>(b) you irrevocably authorise us to enter any premises and take possession of and remove the Goods:</p> <p>(i) if you fail to rectify any breach of your payment obligations under the Contract within 30 days from GE's demand;</p> <p>(ii) you are experiencing or are about to experience an Insolvency Event.</p>	<p>11.3</p>	<p>If clause 11.2(c) or clause 11.2(d) applies, the Receiving Party must ensure that it enters into an appropriate confidentiality deed with the recipient of the Disclosing Party's Confidential Information (as for disclosures to Related Body Corporates, there must be appropriate organisational safeguards in place).</p>
<p>10. SECURITY INTEREST</p> <p>10.1 To secure your payment obligations under the Contract, you grant to GE a Security Interest in the Goods (and in any other Goods that GE supplies to you from time to time). GE's Security Interest will attach to any Proceeds or any Accessions.</p> <p>10.2 You also grant a Security Interest in your All Present and After-Acquired Property to GE.</p> <p>10.3 You acknowledge and agree to the following:</p> <p>(a) The Contract constitutes a Security Agreement under the PPSA;</p> <p>(b) GE may register one or more Financing Statements in relation to any Security Interest (including a Purchase Money Security Interest) that are granted pursuant to clause 10.1 and clause 10.2 or any other Security Interest that may or will arise in GE's favour in relation to the Contract.</p>	<p>11.4</p> <p>12.</p> <p>12.1</p> <p>12.2</p> <p>12.3</p>	<p>You indemnify GE against any Claim (including legal costs on a full indemnity basis) that GE incurs or suffers as a result of breach of GE's confidentiality.</p> <p>INTELLECTUAL PROPERTY</p> <p>You acknowledge that GE is the owner of or has rights in GE's Background IP.</p> <p>You acknowledge that GE owns (or has rights under licence) all Intellectual Property Rights that subsist in or is incorporated into the Goods and in GE's Documentation ("Goods IP").</p> <p>You acknowledge that all Intellectual Property Rights in the Developed IP vests in GE upon the creation of the Developed IP. GE may take such steps as GE thinks fit to register or otherwise protect the Developed IP.</p>

- 12.4 Subject to your compliance with this clause 12 and full payment of the Price, GE grants to you an irrevocable, royalty free (unless GE specifies otherwise) and non-exclusive licence to use GE's Background IP, Goods IP and any Developed IP, for the sole purpose of your utilisation of the Goods in the ordinary course of your business.
- 12.5 You must not, and must not procure or permit any person to reverse engineer, de-compile, modify, reproduce or copy any of GE's Background IP, Goods IP and the Developed IP in a manner that is not contemplated by the Contract.
- 12.6 You warrant to GE that you own or have the right to use any intellectual property and materials that you provide to or license to GE for the purposes of the Contract. If you infringe on any third party's Intellectual Property Rights, you agree to indemnify GE on a full indemnity basis (including legal costs) if that third party makes a Claim against GE.
13. **LIMITATION OF LIABILITY**
- 13.1 Subject to any warranties which are implied by law and cannot otherwise be excluded, GE excludes all other conditions, warranties or guarantees or liability in connection with the Contract or GE's supply of the Goods other than the express warranties given in these Standard Terms.
- 13.2 Subject to clause 13.3, to the extent any implied warranties apply and any express warranties given by GE, GE may elect one or more of the following to remedy the breach of warranty:
- (a) the replacement of the Goods or the supply of equivalent goods;
 - (b) the repair of the Goods;
 - (c) the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
 - (d) the payment of the cost of having the Goods repaired.
- 13.3 GE's maximum liability under the Contract to you (including negligence claims) is capped at the price of the specific Goods that gave rise to your loss or damage. GE's liability under the Contract is reduced to the extent that it was caused or contributed to by an act or omission by you or by any of your Personnel.
- 13.4 GE excludes all liability for Consequential Loss howsoever arising (whether in contract, tort or otherwise at law) out of, related to or in connection to the Contract. GE excludes any liability for any indirect damage to property or injury to persons.
14. **INDEMNITY**
- 14.1 You will indemnify GE against any Claim (including legal costs on a full indemnity basis) that GE incurs or suffers directly as a result of your breach of any term or warranty in the Contract.
- 14.2 You indemnify and hold harmless GE and GE's directors and Personnel (collectively the "**Indemnified Parties**") against any Claim (including legal costs on a full indemnity basis) which may be incurred by the Indemnified Party(ies) or brought against the Indemnified Party(ies) for any Claim arising out of or in connection with relation to death or injury to any person or loss or damage to property, caused in any manner by your possession, use or operation of the Goods.
- 14.3 The indemnity in clause 14.2 does not apply to the extent the liability or Claim is caused by the negligence or wilful act of the Indemnified Party who is seeking indemnification from you.
- 14.4 GE holds the indemnities in this clause 14 on trust for its directors and Personnel.
15. **RETURNS**
- 15.1 If for whatever reason, you wish to return the Goods to GE after delivery, you must notify GE of your intention before you attempt to return the Goods to GE.
- 15.2 Other than a breach of warranty by GE under clause 8, GE may, but is under no obligation to accept the return of the Goods.
- 15.3 If GE accepts the return of the Goods, the return will be subject to certain pre-conditions and GE will at its sole discretion decide whether to give you a credit note, a refund or allow you to exchange the Goods for some other goods.
16. **DEFAULT ON PAYMENT**
- 16.1 If you fail to pay GE, in accordance with clause 4, GE may:
- (a) forfeit your deposit (if any);
 - (b) terminate the Contract without notice;
 - (c) access to your premises where the Goods are kept and seize the unpaid Goods.
- 16.2 You indemnify GE for the following:
- (a) Any legal costs that GE incurs on a full indemnity basis;
 - (b) Where clause 16.1(c) applies, all enforcement costs incurred by GE and you also indemnify and hold GE harmless against any claims by any third party as a result of GE's exercise of its right pursuant to this clause.
- 16.3 If GE terminates the Contract due to your default, you agree to pay GE for any costs or expense that GE has incurred in connection with the Contract (including but not limited costs of manufacturing and materials incurred as a result of the Contract).
17. **TERMINATION**
- 17.1 GE may take the actions in clause 17.2 in any of the following situations:
- (a) you have breached a term of the Contract and have failed to remedy the breach within the time stipulated by GE;
 - (b) to the extent permitted by law, you experience an Insolvency Event or an Insolvency Event affecting you is in GE's sole opinion reasonably expected to occur;
 - (c) you cease or threaten to cease conduct of your business in the normal course; or
 - (d) you do not provide GE with accurate or timely information, directions or instructions which

- are necessary for GE's performance of its obligations under the Contract.
- 17.2 GE has the right to take the following actions if any event specified in clause 17.1 occurs:
- (a) terminate the Contract by giving you 14 days' written notice;
 - (b) cease all work in relation to the Contract;
 - (c) refuse to deliver the Goods, except where payment in full has been received by GE;
 - (d) enter your premises where the Goods are located and retake possession of those Goods, the full payment for which has not been received by GE; or
 - (e) exercise any of its enforcement rights under the PPSA.
- 17.3 Upon termination of the Contract, you must:
- (a) pay GE for all Goods supplied up to the date of termination;
 - (b) pay GE for the cost of any goods or services ordered for the purposes of the Contract which GE cannot reasonably avoid or cancel (including but not limited to costs of materials, manufacturing costs and work in progress);
 - (c) pay GE for that portion of the Price which relates to Goods that GE has manufactured or produced pursuant to the Contract but which may not have been delivered to you;
 - (d) pay any other costs that GE has incurred as a result of the termination, including but not limited to GE's cost or loss arising from GE's cancellation of contracts with third parties or suppliers engaged for the purposes of the Contract;
 - (e) return all of GE's Confidential Information in your possession. If any of GE's Confidential Information are stored in your storage devices (including electronic mails), you must destroy them permanently and give a written undertaking to GE after you have done so.
- 17.4 Clauses 4, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20 and any other clause which is intended to survive, will continue to survive after the Contract comes to an end.

18. DISPUTE RESOLUTION

- 18.1 The Parties agree to comply with this clause 18 before commencing any court proceedings (except proceedings for urgent interlocutory relief) in relation to any Dispute. GE is not prevented from commencing a court proceeding to recover any payment owing to GE.
- 18.2 A Party claiming a Dispute has arisen must give the other Party to the Dispute notice setting out details of the Dispute.
- 18.3 During the thirty (30) days after a notice is given under clause 18.2 (or longer period as agreed by Parties in writing), each Party must act in good faith towards each other and use reasonable efforts to resolve the Dispute.

- 18.4 If the Dispute is not resolved within the time stipulated in clause 18.3, the Dispute must be referred to mediation.
- 18.5 The Parties may agree on the appointment of a mediator. If the Parties cannot agree on the mediator, either Party may seek assistance from an appropriate body regulating mediators or a law society, to appoint a mediator. The appointment of the mediator will be final and binding on both Parties.
- 18.6 The cost of the mediation will be shared equally between the Parties.
- 18.7 If the Dispute is not resolved within 30 days (or such longer period as agreed by the Parties) from the date of the appointment of the mediator, either Party may at any time commence litigation proceedings in respect of the Dispute.

19. GENERAL

19.1 Governing Law and Jurisdiction

- (a) The Parties agree that the Contract shall be governed by and construed in accordance with the laws in Western Australia, Australia.
- (b) The Parties submit to the non-exclusive jurisdiction of the courts in Victoria, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with the Contract.

19.2 Notices

Any notice shall be given by sending the notice by registered mail, courier, fax or by email to the address of the Party as stated in the Contract or to such other address as such Party may have notified in writing to the other for such purposes.

19.3 Assignment and Subcontracting

GE may assign or subcontract any or all rights and obligations under the Contract to another person.

19.4 Severability

In the event that any provision of the Contract is declared invalid or unenforceable by any court or body of competent jurisdiction or under any law, regulation or order that may be applied to the Contract as well as for any other reason, such provision shall be void and unenforceable only in this respect and the validity and enforceability of any other provision of the Contract shall not be affected.

19.5 Amendments

GE may amend, vary or modify these Standard Terms at any time. Any variation will take effect from the date on which GE gives a written notice of the variation to you and you expressly consent to the variations or you are deemed to have accepted the variations if you do not provide your response to GE within 21 days from GE's written notice.

19.6 Entire Agreement

The Contract constitutes the entire agreement and understanding of the Parties, and supersedes all

prior negotiations, understandings and representations, whether written or oral, of the Parties with respect to the subject matter of the Contract.

19.7 **Waiver**

The waiver by a Party at any time, for non-compliance by the other Party with a provision of the Contract, shall never be construed as a waiver by such Party of any subsequent execution of that provision or a waiver by such Party of the execution of any other provision of the Contract.

19.8 **Further Assurances**

Each Party must do all things, and must ensure that its officers, employees or representatives do all things reasonably required of it or them by notice from another Party effectively to carry out and give full effect to the Contract and the rights and obligations of the Parties.

19.9 **Counterparts**

The Contract may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

19.10 **Force Majeure**

- (a) GE is not liable for failure to perform the Contract during the time and to the extent that such performance is prevented, wholly or substantially, by Force Majeure.
- (b) GE may terminate the Contract by giving a written notice to you if the Force Majeure event continues for more than 60 days. GE is not liable to you for any loss or damage that you suffered as a result of a Force Majeure event or GE's termination of the Contract under this clause 19.10(b).
- (c) Upon GE's termination under clause 19.10(b), you must immediately pay for any Goods that GE has supplied to you prior to the date of termination.

20. **DEFINITIONS**

For the purposes of the Contract, the following terms in this document have the meanings below:

"Background IP" means any Intellectual Property of a Party (or licensed to the Party by a third party) which the Party makes available, contributes, brings to or uses in connection with the Contract.

"Business Day" means a day which is not a Saturday, Sunday or a public holiday at the place where the act or obligation under the Contract is to be performed.

"Claim" means any claim against a Party including, without limitation, debt, cause of action, notice, demand, action, proceeding, litigation, investigation, judgment, loss, damage, cost, expense or liability of whatever nature however arising and whether present or future, fixed or unascertained, actual or contingent, and arising from law, equity, statute or otherwise.

"Confidential Information" means all information relating to a Party's (or a Party's Related Body Corporate) business including but not limited to financial information, product information, know-how, formulae, processes (including factory testing processes), designs, sketches, photographs, plans, designs, drawings, specifications, customer lists, price lists, quotations, product engineering, computer software, inventions or ideas, technical information, technical materials, product manuals, engineering information, software, employee information, which may be disclosed, provided or otherwise made available by a Party to the other Party, whether this information has been disclosed before or during the Contract.

"Consequential Loss" means loss of revenue, loss of profit, loss of product or production, business interruption, loss of business opportunity, loss of savings, loss of goodwill, downtime and other like risks in each case whether direct or indirect and whether or not foreseeable at the commencement of the Contract;

"Delivery Address" means GE's premises or another delivery address as agreed by GE.

"Delivery Date" means the estimated date of delivery of the Goods, as agreed by GE and as notified by GE from time to time.

"Developed IP" means all Intellectual Property or Intellectual Property Rights (present or future) that GE (and/or GE's Related Body Corporates) developed, created, discovered or coming into existence as a result of, for the purpose of or in connection with GE's supply of the Goods or the Contract.

"Dispute" means a dispute or difference arising out of the Contract.

"Documentation" means means all documentation whether in physical form, digital form or in any other format or media, which a Party provides to the other Party in relation to the Contract, including but not limited to specifications, requirements, manuals, instructions, drawings, materials, documents, designs, diagrams.

"Force Majeure" means any event or circumstance (whether occurring within or outside Australia) beyond the reasonable control of a Party including but not limited to acts of God, wars, riots, strikes, lock-outs, embargos, trade disputes, labour disturbances, breakdown of plant or machinery, accidents, storm, fire, floods, difficulties in obtaining materials, unavailability of communications network, health pandemics, transport or labour or any other circumstances affecting the supply of the Goods.

"Goods" mean the goods to be supplied by GE pursuant to the Contract, including any Services (where applicable) as described in the Quotation.

"Insolvency Event" means any of the following events:

- (a) voluntary administration;
- (b) external administration;
- (c) any winding up or dissolution proceedings;
- (d) failure to pay debts when they fall due; or
- (e) receivership.

"Intellectual Property" means any subject matter, whether tangible or intangible, that attracts, or is

susceptible to protection by, Intellectual Property Rights.

"Intellectual Property Rights" means all copyright and analogous rights, all rights in relation to patents, inventions, registered and unregistered trademarks, registered designs, source code, Confidential Information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields.

"GE's Authorised Representative" means a director or manager of GE.

"Personnel" means a Party's employees, contractors or agents.

"PPSA" means the Personal Property Security Act 2009 (Commonwealth of Australia) and the Personal Property Securities Regulations 2010 (as amended from time to time);

"Quotation" means a formal written offer by GE to supply the Goods.

"Price" means the prices of the Goods as specified the Quotation.

"Purchase Order" means a formal order issued by you, indicating your intent to purchase the Goods from GE.

"Related Body Corporate" has the meaning given by the Corporations Act 2001 (Cth).

"Security Interest, Financing Statement, Purchase Money Security Interest" have the meanings given by the PPSA.

"Services" mean the services to be supplied by GE pursuant to the Contract, including but not limited to installation (and commissioning) of the Goods and maintenance services.

"Standard Terms" means GE's general terms and conditions of trade in this document.

- (j) A reference to a document (including the Contract) is to that document as varied, novated, ratified or replaced from time to time;
- (k) A reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (l) A word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (m) A reference to a Party, clause, schedule, exhibit, attachment or annexure is a reference to a Party, clause, schedule, exhibit, attachment or annexure to or of the Contract, and a reference to the Contract includes all schedules, exhibits, attachments and annexures to it;
- (n) If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (o) "includes" in any form is not a word of limitation;
- (p) The currency for the purposes of the Contract is the Australian dollar (AUD) unless the Quotation indicates otherwise.

21. INTERPRETATION

In the Contract, unless the context indicates a contrary intention:

- (f) Headings are for convenience only and do not affect the interpretation of the Contract;
- (g) An obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (h) A reference to "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (i) A reference to a Party includes that Party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;