WARRINGTONFIRE AUSTRALIA

CONSULTING TERMS AND CONDITIONS (AUS)

1. Formation of Contract

1.1 These terms and conditions ("Terms and Conditions") together with any quotation, proposal, estimate or fee quote ("Quotation") provided by or on behalf of the Company (as defined below) shall apply to all contracts for the supply of consulting services ("Services") by the Warringtonfire Australia Pty Ltd ACN 050 241 524 ("Company") providing the services contemplated therein to a customer ("Customer").

1.2 These Terms and Conditions shall supersede and override any terms or conditions contained in or referred to in the Customer's purchase order or acceptance of a Quotation or specification and shall prevail over any inconsistent terms or conditions contained or referred to in the Company's confirmation of order, or implied by law (unless the law in question cannot be excluded), trade custom, practice or course of dealing. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 Written and oral Quotations shall be valid for sixty (60) days from the date thereof and the Company may withdraw any such Quotation at any time. No Quotation given by the Company shall be an offer to contract with any person and no contract shall come into existence except in accordance with sub-condition 1.4.

1.4 The Customer's purchase order or the Customer's acceptance of a Quotation constitutes an offer to the Customer to purchase the Services specified in the Quotation upon these Terms and Conditions. No offer placed by the Customer shall be accepted by the Company other than by a written acknowledgement issued and executed by the Company or (if earlier) by the Company starting to provide the Services, when a contract for the supply and purchase of those Services on these Terms and Conditions will be established (the "Contract").

1.5 No acceptance or acknowledgement, even if in writing and signed by the Company, of the Customer's purchase order or any other document pertaining to the Services shall constitute acceptance of any provision of the Customer's purchase order or any other document that conflicts with or adds to these Terms and Conditions unless the Company specifically agrees to such a variation of these Terms and Conditions pursuant to and in accordance with sub-condition 2.1.

2. Variation including Cancellation, Postponement and Amendment

2.1 These Terms and Conditions may not be varied by either party unless specifically agreed to in writing.

2.2 The Customer may cancel, postpone or amend any order (in whole or in part) at any time, provided that the Customer shall pay to the Company the full amount of the Consideration (as defined in sub-condition 3.1) relating to such order plus all Costs (as defined in sub-condition 3.1) relating to such order incurred by the Company prior to the date of the cancellation, postponement or amendment plus any other losses, expenses and costs incurred by the Company as a result of the cancellation, postponement or amendment.

2.3 The Company reserves the right to review and amend any Quotation prices where documentation, specification or other materials relating to the Contract have materially changed since the original Quotation was given or where additional services not envisaged by the Quotation are required, for example, producing written descriptions of detailed procedures undertaken as part of the Services. For the avoidance of doubt, approval of such additional requests shall remain at the Company's discretion.

3. Prices and Payment

3.1 The Customer shall pay the Company the charges set out in the Quotation (if applicable) or as otherwise contemplated for the provision of the Services ("Consideration") and shall pay the Company on demand for any expenses incurred in the provision of the Services ("Costs"), unless expressly agreed otherwise in writing. In addition to the Consideration and Costs, the Customer shall pay to the Company and the Company reserves the right to charge the Customer for all costs, duties, taxes, levies, charges and any other amount which is required to be paid by the Company pursuant to the Contract, subject to provision of a tax invoice by the Company in respect of that supply.

3.2 The Company may issue invoices in respect of Services:

3.2.1 upon completion of the Services; or

3.2.2 upon completion of the Company's reasonable satisfaction of separate parts of the Services, in which case, the Company will invoice for that proportion of the total Consideration for the Services performed under the Contract; or

3.2.3 in a manner otherwise specified in the Quotation, including individual lines on the Quotation, or order confirmation.

The Customer shall pay all amounts payable to the Company under the Contract ("Amount Due"), as stated in any invoice provided by the Company, in full, without deduction or set-off, within thirty (30) days of the date stated on that invoice. The Amount Due shall be paid free and clear of, and without deduction for and on account of, tax unless the Customer is required by law to make such payment subject to the deduction of withholding tax, in which case the sum paid by the Customer shall be increased to the extent necessary to ensure that after such deduction or withholding the Company receives an amount equal to the Amount Due it would have received had no such deduction or withholding been required.

The Customer shall pay the Amount Due to the Company by electronic bank transfer in cleared funds in the currency specified in the Company's Quotation, proposal or order confirmation. All payments due to the Company shall be payable within the specified time irrespective of whether or not the Customer has recovered payment from a third party and, for the avoidance of doubt, but without prejudice to the generality of the foregoing, this includes payments of fees due to the Company acting as experts or as expert witnesses when instructed by solicitors acting for a party to a dispute.

In default of payment within the thirty (30) day period specified in sub-condition 3.2.3, and subject to any further Services being carried out for the Customer; withhold the provision of Reports (as defined in sub-condition 4.2); alter or withdraw credit terms; and amend terms, prices or service levels. The amount outstanding from time to time shall bear interest, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate equivalent to 4% per annum above the Reserve Bank of Australia target cash rate from time to time.

The Company may retain or set off any sums owed to it by the Customer which have fallen due and payable against any sums due to the Customer under this Contract or any other agreement between the parties or any of their Group Companies. “Group Company” means, in relation to a company, that company, any subsidiary or holding company of that company, and any subsidiary of a holding company of that company.

The Customer undertakes that during the provision of the Services and for 6 months following completion thereof, the Customer shall not:

3.7.1 solicit or entice away (or assist anyone else in soliciting or enticing away) any member of the Company’s staff with whom the Customer has had dealings in connection with the Contract and/or the provision of the Services during the 12 months immediately prior to the earlier of the date of the Customer's purchase order or the date of the Quotation;

3.7.2 employ (directly or through a third party) any person as referred to in sub-condition 3.7.1 or engage them in any way to provide Services to the Customer.

This undertaking shall not apply in respect of any member of the Company’s staff who having been previously approached directly or indirectly by the Customer responds to an advertisement placed by the Customer or on the Customer's behalf. In the event of a breach of this undertaking, which leads to the departure of any person as referred to in sub-condition 3.7.1, the Customer will pay to the Company, on demand, a sum equivalent to 50% of the total annual remuneration package paid by the Company to the individual prior to his or her departure. The Customer acknowledges that this provision is a fair and reasonable term intended to be a genuine assessment of the likely loss to the Company.

4. Services

4.1 Subject to the remaining sub-conditions of this condition 4, the Company warrants that it will complete the Services in a satisfactory and workmanlike manner, consistent with industry standards. The Customer expressly acknowledges and agrees that the Company gives no warranty, either express or implied, as to the objective can be achieved through the Services.

4.2 The Company will use its reasonable endeavours to complete Services and provide written information, technical reports, certificates, inspection records, drawings, recommendations, advice or the like in accordance with the Quotation or order confirmation. The Company may suspend such performance subject to the Customer by any time reasonably requested in writing by the

T&Cs (Consult) – July 2020
Page 1 of 5
Customer, but the Company shall not be liable to the Customer for: (i) any delay in the performance of any obligation under the Contract; or (ii) damages suffered by the Customer by reason of such delay.

4.3 The Company’s obligation to complete Services under the Contract shall be subject to any legislation it may have to comply with any law or other regulation binding on it which may be in force from time to time.

4.4 No employee, agent or other person is authorised to give any warranty or make any representation on behalf of the Company in relation to the Contract, or to assume for the Company any other liability in connection with the services, unless such warranty, representation or assumption of liability is expressly given to the Customer under these Terms and Conditions, including under any variation in accordance with sub-condition 2.1.

4.5 In relation to radiography reports and film delivered or interpreted as part of the Services, the Customer shall notify the Company, within fourteen (14) days from date of issue of such radiography reports and film, of any Customer or third party dispute concerning either the radiographic quality or interpretation of results. If the Customer does not so notify the Company within this fourteen (14) day period, the Customer will be deemed to have accepted the radiography reports and film, together with any interpretation of these, provided by the Company.

4.6 The Customer represents and warrants to the Company the completeness and accuracy of all documents and information supplied to the Company for the purposes of the Company fulfilling the Services, both at the time of supply and subsequently.

4.7 Reports are issued on the basis of information known to the Company at the time that the Services are carried out. Although the Company will use all reasonable endeavours to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Customer, its staff and on the information submitted to the Company. All Reports are prepared on the basis that:

4.7.1 there is no responsibility to any person or body other than the Customer;

4.7.2 they are not produced for any particular purpose and no statement is to be deemed, in any circumstances to be given rise to a representation, undertaking, warranty or contractual condition unless specifically stated;

4.7.3 the Report is determined solely by the professional analysis undertaken by the Company’s staff on each individual Contract and any forecasts by the Company of the results is an estimate only;

4.7.4 the Company is entitled to be paid the Consideration irrespective of the conclusions reached in the Report;

4.7.5 the Report is not final until specified as such by the Company and approved by the Company. The Company shall be under no liability where the Customer has acted on preliminary, unapproved advice.

5. Customers’ Property

5.1 The Customer shall supply as much information as possible, including a unique purchase order number, reference or authorization, about each Customer location in order for the Company to be able to perform an efficient service. If a Customer provides the Company with detailed instructions in writing as to the treatment and handling of particular items of its property, the Company will use its reasonable endeavours to comply with such instructions.

5.2 The Company shall inform the Company in writing prior to the Company carrying out any Service on a Customer site that is of a dangerous or unstable nature, as well as notify the Company of any actual or potential health & safety hazards relating or arising from the Company’s performance of the Services, and shall provide instruction on the safe visiting of the site. Title to the Customer’s property which is delivered to the Company and all risk of loss or damage to such property (except for loss or damage caused by the Company and for which and to the extent that the Company accepts liability under these Terms and Conditions) shall remain with the Customer at all times, who shall be responsible for effectively and maintaining its own insurance cover in relation thereto, it being hereby acknowledged by the Customer that the charges of the Company do not include insurance. The Company may retain all property delivered to it until all sums due and owing to the Company by the Customer have been paid.

6. Liability and Indemnity

6.1 This condition sets out the entire financial liability of the Company, its employees, agents and sub-contractors to the Customer in respect of any breach of the Contract and any representation, statement or tortious act or omission (including negligence or breach of statutory duty) arising under or in connection with the Contract.

6.2 Other than as expressed set out the Company under these Terms and Conditions, including under any variation in accordance with sub-condition 2.1, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

SUBJECT TO CONDITION 6.10, THE COMPANY SHALL NOT BE LIABLE, WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE GREATER OF (i) $10,000 Australian dollars OR (ii) THE CONSIDERATION PAYABLE IN RESPECT OF THE SERVICES.

6.3 The Company’s total liability to the Customer in respect of any loss or damage incurred as a result of a third party claim; deletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of income; loss of use or loss of property; loss of opportunity arising out of the Company’s decamping or rehousing; loss or corruption of data or information; or any other financial loss or cost, whether direct, indirect, special or consequential or otherwise arising (whether in contract, tort (including negligence or breach of statutory duty), or otherwise) arising out of or in connection with any claim threatened or other similar claim, arising from or in connection with the performance of the Services; or otherwise arising out of this Agreement, shall be limited to the Consideration for the Services payable under the Contract and the Customer shall not be liable for any other cost, expense or loss save as and to the extent that such provision is unenforceable unless:

6.3.1 Any such agreement in writing shall, save where it explicitly provides otherwise, be taken (a) to be subject to any other provision which operates to exclude or limit the Company’s liability, save as may be expressly provided otherwise, be taken (a) to be subject to any other provision which operates to exclude or limit the Company’s liability, subject to the claim; or

6.3.2 The Customer acknowledges that the above provisions of this condition 6 are reasonable and reflected in the price which would be higher without those provisions and the Customer will accept such risk and/or insure accordingly.

6.4 Without prejudice to the generality of sub-condition 6.4, the Company shall have no liability whatsoever to the Customer (whether in contract, tort (including without limitation negligence or breach of statutory duty), or otherwise) arising out of or in connection with any Cladding Claim, save and except as provided in writing as to the treatment and handling of particular items of the Customer’s property, or where the Customer has acted on preliminary, unapproved advice.

Without prejudice to the generality of sub-condition 6.4, the Company shall have no liability whatsoever to the Customer (whether in contract, tort (including without limitation negligence or breach of statutory duty), or otherwise) arising out of or in connection with any Cladding Claim, save and except as provided in writing as to the treatment and handling of particular items of the Customer’s property, or where the Customer has acted on preliminary, unapproved advice.

6.5 When the Customer notifies the Company in writing of the alleged defects for the claim within two (2) months of the Customer becoming aware thereof and within one year after the completion of the Services to which the claim relates; and

6.6 The Customer shall be responsible for effecting and maintaining its own insurance.

6.8.1 The Customer shall have made suitable provision for the reasonable conduct of the Services and it shall be the Customer’s responsibility to notify the Company of any requirement to the Customer concerning either the radiographic quality or interpretation of results. If the Customer does not so notify the Company within this fourteen (14) day period, the Customer will be deemed to have accepted the radiography reports and film, together with any interpretation of these, provided by the Company.

6.8.2 Reports are issued on the basis of information known to the Company at the time that the Services are carried out. Although the Company will use all reasonable endeavours to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Customer, its staff and on the information submitted to the Company. All Reports are prepared on the basis that:

6.8.3 the Customer is entitled to be paid the Consideration irrespective of the conclusions reached in the Report;

6.8.4 the Customer is entitled to be paid the Consideration irrespective of the conclusions reached in the Report;

6.9 The Customer shall provide the Company, or its sub-contractors, with such assistance as the Company reasonably requires in order to comply with any law or other regulation binding on it which may be in force from time to time.

6.10 The Company shall not be liable to the Customer for any delay in the performance of the Services unless such delay is caused by any breach of the Contract or any representation, statement or tortious act or omission (including negligence or breach of statutory duty) arising under or in connection with the Contract.

6.11 Other than as expressly set out the Company, under these Terms and Conditions, including under any variation in accordance with sub-condition 2.1, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

T&Cs (Consult) – July 2020

Page 2 of 5
Notwithstanding any other provision of these Terms and Conditions, the Customer's liability under this indemnity shall be unlimited.

6.9 The Company's liability for breach of contract, tort (including claims for negligence or breach of statutory duty) or otherwise in connection with the performance of the Contract shall be limited to such amount as would be just and equitable for the Company to pay having regard to the Company's responsibility for the particular loss or damage.

6.10 Nothing in these Terms and Conditions limits or excludes the liability of the Company for:

6.10.1 death or personal injury resulting from negligence; or
6.10.2 liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or
6.10.3 any other matter which may not be limited or excluded by law.

6.11 This condition 6 shall survive termination of the Contract.

7. Intellectual Property Rights

7.1 In this condition 7, the following definitions apply:

Intelectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights (now existing or hereafter created), in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

7.2 All Intellectual Property Rights (including copyright in records, scientific documentary, primary data or electronic means of handling data) produced during any Service shall belong to and remain the property of the Company unless otherwise expressly agreed as part of the Contract.

7.3 Ownership and copyright in the Report shall remain with the Company. Upon the Customer discharging all its obligations under the Contract, including payment of the Consideration, the Customer will obtain an irrevocable, royalty-free, non-exclusive licence to use the Report (including the right to sub-license), subject to the terms of sub-condition 7.2 and this sub-condition 7.3.

7.4 All Intellectual Property Rights in all service mark(s), trade mark(s), certification mark(s) and other names and logos owned by the Company shall remain the property of the Company and cannot be sold or licensed by the Customer.

7.5 When certification is granted the Company shall award a licence to the Customer to use the Company's certification mark(s) and logos for the certification validity period, subject to the applicable terms of use (as amended from time to time) which are issued with every certification and are available on request.

7.6 The Customer shall indemnify the Company against all losses to which the Company may become liable as a result of a claim that the use of any data, equipment or other materials supplied by the Customer for the performance of the Services involves the infringement of any Intellectual Property of any third party.

7.7 Except for the rights to use set forth in condition 8, this Contract does not grant and shall not be construed as granting, any rights to either party to any name or mark of the other party. Neither party is granted any right to the other party's name in connection with any publication and may not give press releases or make any other public announcement regarding this Contract, the Services or any transaction between the parties without the express prior written consent of the other party.

8. Use of Reports

8.1 The Reports constitute confidential information that is to be protected and shall be used solely to:

8.1.1 assist the Customer in completing its internal requirements and the Company in performing Services for the Customer;
8.1.2 comply with the Customer's customer and other third party requirements for the delivery and use of the data recited in the Reports;
8.1.3 present or respond on a claim in a court of law (provided that, where this is the purpose for which the Report is instructed this has been agreed with the Company in advance of the Report being instructed); or
8.1.4 present or respond as required by law or any regulatory body.

8.2 The Customer hereby undertakes that it shall not:

8.2.1 except as set out in sub-condition 10.1, disclose a Report (or information contained within a Report) to any third party without the prior written consent of the Company;
8.2.2 reproduce or present a Report except in full as delivered by the Company without the prior written consent of the Company; or
8.2.3 use a Report, or any portion thereof, in any manner that might reflect unfavorably upon the Company or its group, or which might be, or might include statements, interpretations or comments that could be, misleading or false.

9. Premises

9.1 The Company's premises (the "Premises") are a designated security area and are subject to security arrangements; the Company reserves the right to refuse admission to the premises; and
9.2 visitors to the Premises shall conform to the Company's regulations and procedures.

9.2.1 Where any assessment or inspection is undertaken on premises not occupied by the Company or under its direct control, the Customer must ensure that all necessary safety measures are in place to comply with all applicable health and safety regulations, and save as otherwise agreed in writing between the parties or where identification of asbestos is part of the Service to be provided by the Company to the Customer, the Customer must ensure all asbestos has been removed and/or is safely contained in every area to be visited by the Company's personnel during the visit to said premises.

In addition to any specific Customer obligations set out in the Quotation and the provisions of sub-condition 9.2, where Services are provided at the premises of the Customer, the Customer shall:

(i) provide the Company with necessary access to any Customer premises; (ii) ensure that any premises provided by the Customer for the provision of any part of the Service is suitable for that purpose; (iii) provide all usual auxiliary and operating materials (including gas, water, electricity, lighting etc.) relevant to any Customer supplied premises; and (iv) provide the Company with any permits required for the performance of the Service.

10. Court and Other Proceedings

10.1 In the event that the Customer requires the Company to present the results or findings of Services carried out by the Company in witness statements, court hearings or other legal proceedings, the Customer shall pay to the Company such costs and fees for such presentations and the preparation thereof as the Company may charge to customers generally from time to time for such services and the Customer shall be liable for such costs in addition to the Consideration.

10.2 In the event that the Company is required by a party other than the Customer to present the results or findings of Services carried out by the Company for the Customer in any legal proceedings relating to the Customer, the Customer shall pay all costs and fees arising from any services which are required to be done as a result, including the preparation of any witness statement and the preparation for and appearance at any court hearing. The Customer shall pay all such costs, whether or not the Customer has paid all outstanding Consideration under the Contract and whether or not the Company has closed the Customer's file in respect of the matter.

10.3 If any aspect or element of the Services is, or is likely to be, the subject of or relevant to legal proceedings, this fact must be notified to the Company in writing before the Services are carried out. If that fact is not disclosed to the Company at that stage, the Company may not, in its absolute discretion, be prepared to provide expert testimony.

10.4 This condition 10 shall survive termination of the Contract.

11. Termination

11.1 For the purposes of this condition 11, "Sanctions Rules" shall mean any applicable trade or economic sanctions, export control, embargo or similar laws, regulations, rules, measures, restrictions, restricted or designated persons, assets, licences, orders, or requirements, in force from time to time, including without limit those of Australia, the European Union, the United Kingdom, the United States and the United Nations.

11.2 If a party ("Defaulting Party") becomes subject to any of the events listed in sub-condition 11.3, the other party may terminate the Contract with immediate effect by giving written notice to the Defaulting Party.

11.3 For the purposes of sub-condition 11.2, the relevant events in relation to a party are:

11.3.1 if the party commits a breach of any terms of the Contract which is incapable of remedy or, if capable of remedy, has not been remedied and/or continued in accordance with a written notice from the other party requiring remedy within the period specified in the said notice;
11.3.2 if the party fails to make payment of any amount due under the Contract within the specified time for payment;
11.3.3 if the party makes any voluntary arrangement with its creditors or becomes an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due;
11.3.4 if an encumbrancer takes possession, or a receiver or administrator is appointed, over any of the property or assets of the party;
11.3.6 If the party ceases, or threatens to cease, to carry on business; 11.3.6 If the other party reasonably apprehends that providing or receiving the Services or dealing with the party would be in breach of Sanctions Rules, the party fails to satisfy due diligence requirements made by the other party in terms of Sanctions Rules, or other relevant laws or regulations or the party does anything which is in breach of, or would cause the other party to be in breach of, Sanctions Rules.

11.4 On termination of the Contract for any reason the Customer shall immediately pay to the Company all indebtedness to the Company with applicable interest.

11.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

11.6 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11.7 If a notice of termination issued by a party under this clause 11, or termination pursuant to that notice, is prohibited or stayed under the Corporations Act 2001 (Cth), in no circumstances will the conduct of the party in issuing the notice be regarded as repudiatory conduct by that party.

12. Force Majeure

The parties shall not be liable for delay in performing, or failure to perform, any obligation under the Contract if such delay or failure to perform is caused directly or indirectly by any act of God, flood, drought, earthquake or other natural disaster, pandemic, epidemic, war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, riot, accident, terrorism, explosion, strike or labour dispute, any law, or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, delay or default by subcontractor or supplier of materials or services, the existence of any circumstance making performance commercially impracticable or any other cause beyond the party's reasonable control, provided that this condition 12 shall not apply to any obligation to make any payments due to the Company under the Contract.

13. Entire Agreement

13.1 The Contract constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between them, whether written or oral, relating to its subject matter.

13.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

14. Severability

If any provision or remedy herein provided for be invalid or unenforceable or unlawful under any applicable law in whole or in part, it shall be deemed to be amended in so far as it is possible to do so in order to make enforceable whilst retaining its purpose or severed from the Contract if it is not possible to do so and the remaining provisions of these Terms and Conditions, including any remaining declaratory remedies, shall then be given effect in accordance with the intent hereof. In the Company’s sole discretion it may terminate the Contract by not less than seven (7) days' written notice to the Customer in the event that it considers that such deletion will have a materially adverse effect on its rights under the Contract.

15. No Partnership or Agency

15.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

15.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

16. Third Parties

Nothing in the Contract confers a benefit, right or interest on any person who is not a party to the Contract (“Third Party”) and no Third Party shall have any rights to enforce any term of the Contract.

17. Privacy

17.1 In exercising its rights and performing its obligations under the Contract, the Customer shall at all times comply with its obligations under the Privacy Act 1988 (Cth), including the Australian Privacy Principles, (the “Privacy Law”). Without limiting this requirement, the Company, including in respect of use, disclose or handle Personal Information (as defined in the Privacy Law) obtained or accessed in connection with the Services except in accordance with the Privacy Law, shall take all reasonable technical and organisational measures to prevent the unauthorised loss, misuse or disclosure of such Personal Information and shall comply with any requirements of the Privacy Commissioner or other regulator acting under Privacy Law in relation to such Personal Information.

17.2 If the Company receives a request for access to Personal Information obtained or held by the Customer in connection with the Services, the Customer shall immediately provide the Company with all such assistance as the Company may reasonably require to enable the Company to comply with the request.

18. Sub-contracting

Unless otherwise restricted by the terms of the Contract and/or obligations under any accreditation or governing approval, the Company shall be entitled, in its absolute discretion, to sub-contract the whole of or any part of the Service.

18.2 The Company may assign, delegate, license or hold on trust, all or any part of any of its rights and obligations under the Contract.

18.3 The Contract is personal to the Customer which may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company’s prior written consent.

19. Confidentiality

For the purposes of this condition 19, “Confidential Information” shall mean all information which a party may have or acquire before or after the date of the Contract which relates to a party's business, products, developments, trade secrets, know-how or other matters connected with the Services and information concerning a party’s relationships with actual or potential clients, customers or suppliers and all other information designated as confidential or which ought reasonably to be considered confidential.

19.1 Each party (the “Recipient”) shall keep all Confidential Information of the other party (the “Disclosing Party”) in the strictest confidence. Save for the purposes of obtaining obligations under the Contract, the Recipient shall not, without the prior written consent of the Disclosing Party, disclose, divulge or grant access to the Confidential Information which it has received and shall not permit any of its employees, agents or officers to disclose, divulge or grant access to such Confidential Information without the Recipient’s prior written consent.

19.2 Notwithstanding condition 19.1, a Recipient may disclose Confidential Information which it has received if:

19.2.1 it is required to do so by any governmental, local government or regulatory authority, any accreditation body or by law (but excluding any court order which imposes an obligation to disclose); or

19.2.2 it is strictly necessary for the purpose only of obtaining professional advice in relation to, or enforcing its rights under, the Contract;

19.2.3 it was already known to the Recipient prior to the time of disclosure by the Disclosing Party (where the Recipient can prove the same with documentary evidence); or

19.2.4 it is information which subsequently becomes public knowledge other than by breach of the Contract by the Recipient.

19.3 In the event of an information request being made to a Recipient pursuant to any freedom of information legislation in respect of any Confidential Information then the Recipient shall notify the Disclosing Party and shall not disclose any information until an analysis has been made as to whether the information requested is capable of benefiting from an exemption from disclosure, unless such non-disclosure would be in breach of a legal or regulatory requirement.

19.4 The obligations of the parties under this condition 19 shall continue to apply without limit of time.

20. Export Control Licence

For the purposes of this condition 20, “Export Control Licence” shall mean any public or governmental licence, approval, permit or similar (whether temporary or permanent), issued directly or indirectly, by any United Kingdom or foreign authority which, from time to time, it is necessary to obtain in order to be entitled to market, import, export, re-export products and/or provision of services and/or transfer of technology and/or Intellectual Property Rights.

20.1 The Company’s performance of its obligations under this Contract may, wholly or partly, be subject to Export Control Licences. If any such Export Control Licence requires signed end user certificates or any other governmental or court approvals or consents the parties agree to assist each other in completing the relevant end user certificates or other such approvals or consents and the Customer undertake to comply to and agreement with such, end user certificates, Export Control Licences or restrictions.

20.2 The Customer represents and warrants that it shall inform the Company in writing, prior to the Company carrying out any Service, of any applicable import or export restrictions that may apply to the Services and/or products, information or technology that may be exported/imported to or from a country that is banned from such transaction.

20.3 The Company shall make reasonable efforts to obtain the necessary Export Control Licences, but the parties acknowledge that the issuance
of Export Control Licences is at the sole discretion of the relevant authorities. If any necessary Export Control Licence are delayed, denied or revoked, the Company shall notify the Customer thereof in writing as soon as reasonably practicable, and the Company shall be entitled to a corresponding extension of the time for provision of the Services, and, in case any necessary Export Control Licence are denied or revoked, terminate the Contract, wholly or partly, without liability in relation to the Customer.

20.4 Should the Services or any product of the Company be subject to any Export Control Licences or any other governmental or court restrictions, the Customer undertakes to conform to and apply the from time to time valid terms of such Export Control Licences or restrictions.

21. Anti-Corruption
21.1 The Customer undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the United Kingdom Bribery Act 2010 and the United States Foreign Corrupt Practices Act 1977 ("Anti-Corruption Laws") and that it shall not do, nor omit to do, any act that will lead to the Company being in breach of any of the Anti-Corruption Laws. The Customer shall:

21.1.1 comply with the Company's Anti-corruption policies as may be notified by the Company to the Customer and updated from time to time ("Relevant Policies");

21.1.2 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Contract;

21.1.3 promptly notify the Company (in writing) if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract).

22. Notices

All notices to be served by one party on the other under the Contract must be in writing and shall be deemed duly delivered or served at the time of service if delivered personally and 8 days after posting if posted by ordinary or (if posted to or from another country, by airmail) pre-paid post in each case to the registered address, if applicable, or if not applicable the last known address of the other party.

23. Waiver

23.1 A waiver of a right, remedy or power must be in writing and signed by the party giving the waiver. A waiver given by a party in accordance with this condition 23 may be subject to such conditions as are specified in the waiver, is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be construed as a waiver of that obligation or breach on any other occasion. Without limiting the foregoing:

23.1.1 no failure or delay by a party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy; and

23.1.2 a waiver by either party hereto of a breach by the other party of any of the provisions of the Contract shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

24. Governing Law

24.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed under the laws in force in New South Wales, Australia.

24.2 Each party irrevocably agrees that the courts of New South Wales, Australia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

25. Interpretation

25.1 In these Terms and Conditions, unless a contrary intention is expressed:

25.1.1 headings and italicised, highlighted or bold type do not affect the interpretation of these Terms and Conditions;

25.1.2 the singular includes the plural and the plural includes the singular;

25.1.3 a gender includes all other genders;

25.1.4 other parts of speech and grammatical forms of a word or phrase defined in these Terms and Conditions have a corresponding meaning;

25.1.5 a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any government agency (whether or not having a separate legal personality);

25.1.6 a reference to a condition, clause, party, annexure, exhibit or schedule is a reference to a condition or clause of, and a party,