TERMS AND CONDITIONS OF SALE (04/01/2022)

Unless otherwise specifically agreed in writing all Goods sold and/or all Services provided by Twinset Holdings Pty Ltd (ACN 091 665 217) as trustee for ATM Omega Trust trading as Advanced Technology & Manufacturing (ABN 90 636 347 634) (**Seller**) are sold on the following terms and conditions, and the Buyer agrees to be bound by the following terms and conditions.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these terms and conditions unless the contrary intention appears:

Australian Consumer Law means the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Business Day means, a day that is not a Saturday, Sunday, bank holiday or public holiday in Western Australia.

Buyer means the person, body, firm or company with whom the Seller enters into a contract for the sale of Goods and/or the supply of Services.

Claim means any claim made (whether in the form of an allegation, demand, suit, action or other proceeding of any kind) under or in connection with these terms and conditions or its subject matter, whether arising under contract (including under any warranty or indemnity or any other breach, actual or anticipatory), in equity, in restitution, negligence or any other tort, strict liability, under statute or otherwise at all.

Collection Address means the address nominated by the Seller from which the Goods will be available for collection by the Buyer.

Collection Date means the date and time frame for the Buyer to collect the Goods from the Collection Address.

Component means any part or element of the Goods.

Consequential Loss means all loss of actual or anticipated profit, loss of use, loss of productivity, loss of revenue, business interruption of any nature, loss of contracts, loss of opportunity, increased costs and expenses, wasted expenditure, loss arising from delay, loss by reason of shutdown or non-operation or increase cost of borrowing capital or financing, loss of business reputation or goodwill and all special, indirect and consequential losses whether caused by or contributed to by a breach of contract or statute, breach of warranty (express or implied), tort, strict liability or any other cause whatsoever.

Delivery means when the Goods are collected by the Buyer or delivered to a Delivery Address or as otherwise agreed in writing by the Parties.

Delivery Address means the address nominated by a Buyer to which the Goods are to be delivered to.

Delivery Date means the expected date and time frame nominated by the Seller during which the Goods may be collected by the Buyer or the Goods will be delivered to the Delivery Address.

Goods means the goods to be supplied by the Seller including those supplied in the course of providing the Services and as specified in the Quote.

Green Requirements means any requirements that Goods or Services comply with specified standards to minimise harmful environmental effects.

GST means the same as in the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Parties means the Seller and the Buyer, and **Party** means each of them.

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

PPSR means the Personal Property Securities Register.

Purchase Order means a purchase order for Goods and/or Services placed by the Buyer in response to a Quote as may be varied in writing by the Parties from time to time.

Purchase Price means the total purchase price for the Goods and/or the Services as stated in the Quote.

Quote means a quote prepared by the Seller and provided to the Buyer setting out a description of the Goods and/or Services, whether in writing or oral, an estimate of the Seller's charges for the supply of the Goods and/or performance of the Services, an estimated timeframe for the delivery of the Goods and/or performance of the Services and any other terms and conditions of the sale as required by the Seller in its absolute discretion.

ROHS means the directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment adopted in February 2003 by the European Union.

Security Interest has the meaning given to it under the PPS Law.

Services means the services to be provided by the Seller to the Buyer specified in the Quote.

Tax Invoice means an invoice issued by the Seller in accordance with the GST Law setting out the Purchase Price.

1.2 Interpretation

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

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) other grammatical forms of a defined word or expression have corresponding meanings;

(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, these terms and conditions, and a reference to these terms and conditions includes any schedules and annexures;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to $ is a reference to Australian dollars;

(f) a reference to time is to the time in Perth, Western Australia;

(g) a reference to party includes the party's executors, administrators, successors, assigns and substitutes;

(h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

(k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) is for the benefit of and binds them jointly and severally;

(l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these terms and conditions or any part of it;

(m) the words "include", "includes" and "including" are not words of limitation; and

(n) if a 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.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2 AMENDMENT TO TERMS AND CONDITIONS

(a) The Seller may amend these terms and conditions from time to time and will provide the updates on its webpage.

(b) The subsequent issue of a Purchase Order by the Buyer is deemed as acceptance of these replacement terms and conditions.

3 QUOTE AND PURCHASE ORDER

(a) Any Quote given by the Seller to the Buyer is a mere invitation to treat and does not constitute a contractual offer. The Seller reserves the right to vary or withdraw a Quote at any time before it is accepted by the Buyer.

(b) If the Buyer accepts the Quote, the Buyer must issue a Purchase Order to the Seller as defined on the quote.

(c) The issue of a Purchase Order to the Seller is deemed to be acceptance of the Quote and upon such issue, the Buyer must purchase the Goods and/or Services in accordance with these terms and conditions and is not permitted to cancel the Purchase Order without the prior written consent of the Seller.

(d) If the Seller accepts the Buyer's request for cancellation of a Purchase Order:

(i) the Seller will use its best endeavours to cancel orders for Components which it has placed with its suppliers;

(ii) the Buyer is liable for and must promptly pay all costs incurred by the Seller as a result of the cancellation of the Purchase Order;

(e) Every Purchase Order issued by the Buyer to the Seller is a separate and independent transaction and these terms and conditions will apply to each Purchase Order.

4 PRICE

(a) All prices published or quoted by the Seller are exclusive of GST (unless otherwise notified in writing by the Seller to the Buyer).

(b) The Buyer acknowledges and agrees that GST is payable in addition to the Purchase Price.

(c) Unless otherwise specified by the Seller in the Quote, all prices quoted by the Seller are exclusive of freight costs, and other charges in relation to the Goods and/or Services and if applicable, the delivery of the Goods. The Buyer must pay such costs and charges upon demand by the Seller.

(d) The Seller reserves the right to increase the prices stated in a Quote at any time by giving written notice to the Buyer if such increase is required to reflect any increase in the cost incurred by the Seller as a result of factors beyond the control of the Seller including foreign exchange fluctuation, currency regulations or increase in suppliers' costs and increases in the cost of manufacture.

5 PAYMENT

5.1 Cash on Delivery

(a) Subject to clause 5.2, the supply of the Goods and the provision of the Services are on a cash on delivery basis and the Buyer must pay the Seller for the Goods and/or Services before they are supplied.

(b) If the Buyer has opted to collect Goods from the Seller, the Buyer must pay the Purchase Price in cleared funds to the Seller upon collection of the Goods.

5.2 Credit Account

(a) If the Buyer is approved by the Seller for trading on credit terms, the Buyer must pay the Purchase Price to the Seller without deduction or set-off by no later than 30 days from the date of the Tax Invoice or such other date as mutually agreed by the Parties.

(b) If the Buyer does not make a payment by the date stated in clause 5.2(a):

(i) the Buyer will be liable to pay all costs and expenses incurred by the Seller in relation to recovering any monies owing to it by the Buyer (including without limitation legal costs, mercantile agent fees and costs payable to a debt recovery agency), and must pay such costs and expenses by no later than 7 days after receiving a demand from the Seller;

(ii) the Buyer grants to the Seller a non-exclusive and irrevocable licence to, at any time and without notice, via its representatives, enter the Buyer's premises and to repossess the Goods or any part of them; and

(iii) the Buyer indemnifies the Seller against any losses, costs or fees incurred from or arising in connection with recovery of any overdue payment.

(c) The Buyer acknowledges and agrees that if at any time:

(i) the Buyer does not make a payment by the date stated in clause 5.2(a); or

(ii) the Seller obtains a credit reference in relation to the Buyer which the Seller deems in its reasonable opinion to be unsatisfactory,

the Seller may, at any time upon providing written notice, refuse to allow a Buyer who was previously accepted for trading on credit terms to continue to trade on credit terms.

(d) The provisions in clause 5.1 will apply to any Buyer whose acceptance for trading on credit terms is revoked under clause 5.2(c) and the Buyer must pay the Seller for the Goods and/or Services on a cash on delivery basis.

5.3 Seller Bank Account Details

(a) The Seller's bank account details for payment of the Purchase Price are as set out in the Tax Invoice.

(b) The Buyer must ensure that payment of the Purchase Price is made to the Seller's correct bank account and payment into an incorrect bank account will not constitute valid payment.

(c) It is the Buyer's responsibility to contact the Seller's finance department by telephone, immediately upon receipt of any communication relating to a change in the bank account details of the Seller in order to verify the authenticity of such communication.

6 DELIVERY

6.1 Delays in Delivery

(a) The Buyer acknowledges and agrees that the Delivery Date is an estimated time based on the order commitments of the Seller on the date of the Purchase Order.

(b) The Seller will not be liable and will assume no responsibility for any loss (including Consequential Loss) or damage sustained by the Buyer due to the inability of the Seller to meet the Delivery Date.

(c) In the event of any delays or failure to deliver due to changes in shipment schedules, accident, fires, floods, earthquakes, labour disputes, governmental regulation, shortage of materials, embargoes, insurrection, riot, civil commotion, war, act of God, epidemic, pandemic or any cause or contingency beyond the control of the Seller, the Seller shall be entitled to:

(i) deliver only part of a Purchase Order;

(ii) extend the time for delivery for such period as the Seller determines is reasonable having regard to the reason for the delay; and/or

(iii) cancel the Purchase Order ,

and the Seller shall not be liable for any loss (including Consequential Loss) or damage sustained by the Buyer.

6.2 Final Delivery Date

(a) The final date of collection or delivery of the Goods and for the provision of the Services (**Final Delivery Date**) is subject to confirmation by the Seller and the Buyer must accept the Goods and/or Services from the Seller on the Final Delivery Date.

(b) If delivery of Goods is by way of instalments, a delay in the delivery of an instalment does not relieve the Buyer from its obligation to accept the remaining instalments.

(c) The Buyer must ensure that the Buyer is able to receive delivery of the Goods from the Seller at the Delivery Address on the Final Delivery Date.

(d) If the Seller is unable to deliver the Goods at the Delivery Address on the Final Delivery Date due to the Buyer not being able to receive delivery on that date, the Buyer must pay to the Seller any fees and costs incurred by it to organise re-delivery of the Goods on a different date (**Re-Delivery Date**).

(e) The Seller will only organise re-delivery of the Goods once. If the Goods are unable to be delivered to the Delivery Address on the Re-Delivery Date, the Seller will not organise a further re-delivery, and the Buyer will be solely responsible to liaise with the Seller to organise collection of the Goods. The Seller will not be responsible for any loss or damage to the Goods if the Goods are not collected by the Buyer, and the Buyer must pay all costs incurred by the Seller in relation to this clause.

(f) The Seller will not be responsible for any loss or damage to the Goods during the delivery process unless such loss or damage is caused by a negligent act or omission of the Seller.

6.3 Delivery Costs

If the Buyer requires the Goods to be delivered by the Seller to the Delivery Address, the Seller will charge the Buyer such fees and costs as are reasonably incurred by it in relation to such delivery.

7 COLLECTION

(a) This clause applies if the Buyer has opted to collect the Goods from the Seller.

(b) When the Goods are ready, the Seller will notify the Buyer of the Collection Address and the Collection Date.

(c) The Buyer must, at its own costs, arrange for the Goods to be collected from the Seller at the Collection Address on the Collection Date.

(d) The Seller will not be responsible for any loss or damage to the Goods if the Goods are not collected by the Buyer on the Collection Date unless such loss or damage is caused by a negligent act or omission of the Seller.

8 RISK AND TITLE

(a) Risk of theft or other loss or damage to the Goods passes to the Buyer upon collection by the Buyer or delivery to the Delivery Address.

(b) Title to the Goods will not pass to the Buyer until payment of the Purchase Price has been received in full by the Seller, or the Goods have been collected or delivered, whichever is the last to occur.

(c) If the Buyer trades on a credit account, the Buyer must until it pays the Purchase Price in full to the Seller:

(i) at all times from the Collection Date or the Final Delivery Date, take out and maintain all insurance policies for the full replacement value of the Goods, and must if requested by the Seller provide a copy of such insurance policies to the Seller.

9 CLAIMS AND RETURNS

(a) The Buyer must inspect all Goods supplied upon collection or delivery.

(b) It is the Buyer's responsibility to contact the Seller within 7 days of collection or delivery (**Returns Claims Period**) to notify the Seller in writing of any missing or damaged Goods (**Returns Claim**).

(c) The Returns Claim must contain:

(i) the relevant Invoice number for the missing or damaged Goods;

(ii) in relation to missing Goods, a detailed description of the missing Goods; and

(iii) in relation to damaged Goods, a detailed description of the damage.

(d) The Seller may refuse a Returns Claim if it does not comply with the requirements of clause 9(c).

(e) If the Seller accepts a Returns Claim for missing Goods, the Seller will at the Seller's cost arrange for the missing Goods to be delivered to the Delivery Address.

(f) If the Seller accepts a Returns Claim for damaged Goods:

(i) the Buyer will return the damaged Goods to the Seller;

(ii) the Seller will issue a credit note to the Buyer (for the value of the damaged Goods) if after inspecting the damaged Goods, it determines in its sole opinion that they were:

(A) faulty, damaged, defective or otherwise in an unsatisfactory condition on supply; and

(B) not damaged after supply by the Buyer's misuse or unreasonable use;

(iii) the Seller is not taken to agree to issue a credit note to the Buyer merely by accepting delivery of damaged Goods; and

(iv) if the damaged Goods are determined by the Seller not to be damaged, the Seller is not required to reimburse the Buyer for any costs incurred by the Buyer to send the damaged Goods to the Seller.

(g) If the Buyer does not make a Returns Claim within the Returns Claims Period, then the Buyer will not be entitled to make a Returns Claim or receive a credit from the Seller at any time after the expiry of the Returns Claims Period.

(h) The Buyer acknowledges and agrees that Goods cannot be returned to the Seller without the prior written consent of the Seller or an authorised representative of the Seller.

(i) Unless otherwise stated in this clause, the Seller will not accept a return of Goods merely due to the Buyer's change of mind or wrong selection of Goods.

10 NO WARRANTIES

(a) The Seller gives no warranty:

(i) as to the suitability of the Goods for the purpose of the Buyer; and

(ii) that the Goods are free from defects in design,

and the Buyer confirms that is has satisfied itself through its own enquiries and investigations in this regard.

(b) Whilst the Seller will take all reasonable steps to ensure that all Goods supplied to the Buyer comply, where possible, with ROHS or Green Requirements, the Seller makes no warranty or promise in this regard and will not be liable to the Buyer on any account whatsoever in the event that the Goods do not so comply.

(c) If at the Buyer's request, the Seller acquires any Goods (including any Components for incorporation into any Goods) from a third party supplier nominated by the Buyer, or if the Buyer nominates specific Goods or Components by description and requires the Seller to acquire them, then the Buyer acknowledges and agrees that the Seller does not make any warranty or representation of any kind to the Buyer as to the fitness of the Goods for the purpose for which they are intended.

(d) The Buyer must ensure that it complies with all requirements of the original manufacturer relating to the Components, their transportation, storage, installation, and use.

11 WARRANTY PERIOD

(a) All Goods supplied by the Seller come with a 12-month warranty from the Collection Date or Delivery Date (**Warranty Period**).

(b) If due to no act or omission by the Buyer, any Goods are unable to be used for their intended use (**Defective Goods**) during the Warranty Period:

(i) the Buyer may return the Defective Goods to the Seller; and

(ii) the Seller will repair or issue a credit note to the Buyer (for the value of the Defective Goods) if after inspecting the Defective Goods, it determines in its reasonable opinion that they were:

(A) faulty, damaged, defective or otherwise in an unsatisfactory condition; and

(B) not rendered defective by the Buyer's misuse or unreasonable use.

(c) The Seller is not taken to agree to issue a credit note to the Buyer merely by accepting delivery of Defective Goods.

(d) If the Defective Goods are determined by the Seller not to be defective, the Seller is not required to reimburse the Buyer for any costs.

12 LIMITATION OF LIABILITY

To the extent permitted by law and subject to clause 13, clause 11 sets out the full extent of the Seller's obligation and liability to the Buyer in relation to the Goods and the Services supplied and:

(a) the Seller does not accept responsibility and/or liability for any loss or damage, however caused, in relation to the quality, suitability or fitness for purpose of the Goods and/or Services supplied by the Seller;

(b) the Seller will not be liable for any Consequential Loss or damage arising from the use or output of the Goods, from any failure of the Services or from delays in repairs arising from or due to any cause whatsoever;

(c) the Seller does not accept responsibility for any loss (including Consequential Loss) arising out of the Buyer's use of or reliance on any information provided by or accessed through the Seller;

(d) any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded; and

(e) the total cumulative liability of the Seller to the Buyer for all liabilities, damages, losses, costs and expenses suffered or incurred under or in connection with these terms and conditions by the Buyer, for all Claims in the aggregate, is limited to the amount paid for the claim by the Seller's insurance provider under the Seller's product liability and/or public liability insurances.

(f) The Buyer acknowledges and agrees that the Seller does not hold Recall Insurance and the Seller will not in any circumstances be liable for recall costs of any kind.

13 STATUTORY RIGHTS

(a) Despite any clause in these terms and conditions and in accordance with the Australian Consumer Law:

(i) the Buyer has the benefit of guarantees in relation to the Goods and Services which cannot be excluded under the Australian Consumer Law;

(ii) the Buyer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage;

(iii) in the case of the supply of Goods which fail to be of acceptable quality and the failure does not amount to a major failure, the Buyer is entitled to:

(A) the replacement of the Goods or the supply of equivalent Goods;

(B) the payment of the cost of replacing the Goods or acquiring equivalent Goods;

(C) the payment of the costs of having the Goods repairs; or

(D) the repair of the Goods; and

(iv) in the case of the supply of Services which fail to be of acceptable quality and the failure does not amount to a major failure, the Buyer is entitled to:

(A) the supply of the Services again; or

(B) the payment of the costs of having the Services supplied again.

(b) In this clause, a **major failure** occurs when the Goods purchased:

(i) have a problem that would have stopped the Buyer purchasing them if they had known about it;

(ii) have multiple minor problems that, when taken as a whole, would have stopped the Buyer from buying them if they had known about it;

(iii) are significantly different from their description;

(c) In this clause, a **major failure** occurs when the Services provided:

(i) have a problem that would have stopped the Buyer purchasing them if they had known about it;

(ii) have multiple minor problems that, when taken as a whole, would have stopped the Buyer from buying them if they had known about it;

14 RELEASE

(a) The Buyer releases the Seller from, and are liable for and indemnifies the Seller against, all liability, Claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against the Seller and any environmental loss, cost, damage or expense) in respect of:

(i) personal injury;

(ii) damage to tangible property;

(iii) a Claim by a third party;

(iv) defects in the Goods,

and any other losses the Seller incur in respect of the Buyer's use of the Goods and/or Services or the Buyer's breach of these terms and conditions.

(b) The Buyer will indemnify the Seller for any loss the Seller may suffer (including actual and Consequential Loss of every kind and nature, known and unknown) as a result of the Buyer's use of the Goods and/or Services, the Buyer's breach of these terms and conditions or any breach by the Buyer of any law or regulation.

(c) The Seller does not provide any indemnity whatsoever to the Buyer except as required by law.

15 SALES RESTRICTION

(a) It is the Seller's policy that the Seller does not supply Goods and/or Services to buyers from countries which have been banned or embargoed by the governments of Australia and the United States of America, especially those countries known to be engaged in the manufacture of weapons of mass destruction and other warfare applications.

(b) The Buyer must provide all information reasonably requested by the Seller to determine whether the supply of any Goods and/or Services to the Buyer will be a breach of the Seller's policy in clause 15(a).

16 PERSONAL PROPERTY SECURITIES ACT 2009

(a) The Buyer must do all things, including providing the Seller with all details and information necessary for the Seller to register a "financing statement" or a "financing change statement" under the PPS Law with respect to any security interest the subject of these terms and conditions.

(b) The Seller may refuse to sell or supply goods to the Buyer until the Buyer complies with clause 16(a).

(c) Notwithstanding any other provision of these terms and conditions, the Buyer is not entitled to obtain possession of any Goods until after any security interest the Seller has in the Goods (as contemplated by these terms and conditions) is perfected by registration on the PPSR.

(d) If the Buyer makes any payment to the Seller, the Seller may apply the payment to satisfy any obligation of the Buyer to the Seller (whether the obligation is unsecured, secured by security interest, or secured by purchase money security interest). The Seller may:

(i) apply the payment in any order or manner that it (in its absolute discretion) thinks fit; and

(ii) amend or re-apply any application made.

(e) With respect to any security interest and collateral the subject of these terms and conditions:

(i) Sections 95, 121(4), 125, 130, 132(3)(d), 132(4), and 135 of the PPSA are excluded and contracted out of to the full extent permitted by section 115 of the PPSA; and

(ii) the Buyer waives the right under PPSA section 157 to receive a notice in relation to registration events which relate to collateral that is described in the registration as commercial property.

17 TERMINATION

(a) The Seller may by written notice to the Buyer terminate these terms and conditions immediately in any of the following circumstances:

(i) the Buyer fails to perform any of its obligations under these terms and conditions or otherwise for a period of at least 14 days after the Seller has given the Buyer written notice requiring the Buyer to remedy such default;

(ii) the Buyer dies or becomes incapacitated, or ceases, or indicates that it is about to cease to trade;

(iii) anything happens that reasonably indicates in the Seller's opinion that there is a significant risk that the Buyer is, or will become, unable to pay its debts as they fall due;

(iv) steps are taken to have a receiver, a receiver and manager, a provisional liquidator, a liquidator or an administrator appointed to the Buyer or any of its assets.

(b) If the Seller terminates these terms and conditions pursuant to clause 17(a) and the Buyer owes the Seller any money, that money becomes payable immediately to the Seller.

(c) Termination of these terms and conditions do not affect any other rights or remedies available to the Seller at law or in equity.

18 DISPUTE RESOLUTION

18.1 No proceedings

A Party must not start court proceedings about a dispute arising out of these terms and conditions unless it first complies with this clause, except:

(a) where the Party seeks urgent injunctive relief; or

(b) where the dispute relates to compliance with this clause.

18.2 Notice

A Party claiming a dispute has arisen must notify the other Party to the dispute giving details of the dispute.

18.3 Best efforts to resolve

Each Party must use its best endeavours to resolve the dispute within 28 days of receiving notice of the dispute or a longer period agreed by the Parties to the dispute.

18.4 Mediation

If, at the end of the 28 day period, the Parties have been unable to resolve the dispute, the matter shall be referred to an independent mediator agreed by the Parties (or failing agreement appointed by the Chairman of the Western Australian Chapter of the Institute of Arbitrators and Mediators). Each Party agrees to act in accordance with the directions of the mediator in respect of the mediation but the mediator's recommendations shall not be binding on the Parties.

19 NOTICES

19.1 Method of giving Notices

A notice, consent, approval or other communication (**Notice**) must be in writing, signed by or on behalf of the Party giving it, addressed to the Party to whom it is to be given and:

(a) delivered to that Party's address;

(b) sent by pre-paid mail to that Party's address; or

(c) sent by email to that Party's email address.

19.2 Time of receipt

A Notice given to a Party in accordance with this clause is given and received:

(a) if delivered to a Party's address, on the day of delivery if a Business Day, otherwise on the next Business Day;

(b) if sent by pre-paid mail, on the third Business Day after posting; and

(c) if sent by email to a Party's email address and no failure message is received, then on the day the email was sent if it was sent if a Business Day, otherwise on the next Business Day.

19.3 Addresses for Notices

For the purpose of these terms and conditions, the address or email address of a Party is the address or email address set out in the Application.

20 GENERAL

20.1 Amendments

(a) The Seller reserves the right to amend these terms and conditions from time to time, and will notify the Buyer in writing of such amendments.

(b) Amendments will be effective immediately upon the Buyer being notified by the Seller.

20.2 Governing Law

These terms and conditions are governed by the laws in force in Western Australia. The Buyer agrees to submit to the exclusive jurisdiction of the courts of that jurisdiction.

20.3 Entire Agreement

These terms and conditions contain the full and complete understanding between the Parties and supersedes all prior agreements and understandings, whether written or oral, and cannot be modified except by a written instrument signed by both Parties.

20.4 Assignment

(a) The Buyer must not assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under these terms and conditions without the prior written consent of the Seller, except that the Buyer may assign and transfer all its rights and obligations under these terms and conditions to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the Seller to be bound by the obligations of the assignor under these terms and conditions.

(b) The Seller may assign and transfer all its rights and obligations under these terms and conditions to any person without the prior consent of the Buyer provided that the assignee undertakes in writing to the Seller to be bound by the obligations of the assignor under these terms and conditions.

20.5 Force majeure

A Party shall not have any liability under or be deemed to be in breach of these terms and conditions for any delays or failures in performance of these terms and conditions (except an obligation to pay money) which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances must promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.